

MEMORANDUM OF UNDERSTANDING

BETWEEN

**INLAND WATERWAYS AUTHORITY OF INDIA (IWAI) (Ministry of Ports, Shipping and Waterways,
Government of India)**

AND

**THE STATE GOVERNMENT OF UTTAR PRADESH (Through its Department of Tourism /Transport/Urban
Development)**

**FOR FACILITATION SUPPORT AND OPERATIONAL ASSISTANCE FOR THE DEVELOPMENT OF A SHIP
REPAIR FACILITY AT VARANASI, UTTAR PRADESH**

This Memorandum of Understanding (hereinafter referred to as "MoU") is made and entered into on
this [Day] day of [Month], [Year]

BY AND BETWEEN:

- I. INLAND WATERWAYS AUTHORITY OF INDIA (IWAI), an autonomous body under the Ministry of Ports, Shipping and Waterways, Government of India, established under the Inland Waterways Authority of India Act, 1985, having its Head Office at A-13, Sector-1, Noida-201301, Uttar Pradesh (hereinafter referred to as "IWAI", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns):

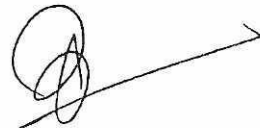
AND

- II. THE STATE GOVERNMENT OF UTTAR PRADESH, acting through its Department of Tourism / Transport / Urban Development (as applicable), having its principal office at [Address of relevant Department, e.g., LokBhawan, Lucknow 226001], Uttar Pradesh (hereinafter referred to as "GoUP", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns).

(IWAI and GoUP are hereinafter collectively referred to as "the Parties" and individually as "Party").

WHEREAS:

- A. IWAI is the statutory body responsible for the development, maintenance, and regulation of inland waterways for shipping and navigation in India, including the promotion of modern and efficient Inland Water Transport (IWT) infrastructure.



- B. The Ganga River (from Haldia to Prayagraj) has been declared as National Waterway-1 (NW-1), which is a strategically important waterway experiencing increasing cargo and passenger traffic.
- C. The efficient and uninterrupted operation of vessels on NW-1 necessitates readily available and modern ship repair and maintenance facilities to minimize downtime, ensure operational safety, and extend the lifespan of the fleet.
- D. Varanasi, a key hub on NW-1, is strategically located to serve the growing needs for vessel repair and maintenance in the region, but currently lacks a dedicated, state-of-the-art facility.
- E. IWAI intends to develop a modern "Ship Repair Facility" at Varanasi (hereinafter referred to as "the SRF") to cater to the maintenance and repair requirements of various inland vessels, including conventional, hybrid, and electric fleets.
- F. The GoUP recognizes the significant potential of this SRF for economic growth, employment generation, skill development, and strengthening the overall logistics ecosystem within the state, and is keen to facilitate and support its establishment and smooth operation.
- G. The Parties desire to enter into this MoU to establish a framework for collaboration wherein. GoUP provides essential facilitation support (including land, utilities, and approach roads) and operational assistance, crucial for the successful and timely development and efficient functioning of the SRF by IWAI.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **PURPOSE AND OBJECTIVES** - The primary purpose of this MoU is to define the framework for collaboration between IWAI and GoUP for the successful and timely development and efficient operation of a Ship Repair Facility at Varanasi. The key objectives are:
- a) To facilitate the provisioning of necessary land, external utilities, and robust approach road infrastructure by GoUP for the SRF project.
 - b) To foster a supportive environment for the development and long-term efficient operation of the SRF by ensuring timely statutory clearances, adequate security, and necessary operational coordination at the local level.
 - c) To enhance the reliability, safety, and efficiency of inland vessels operating on NW-1 by providing state-of-the-art repair and maintenance services.
 - d) To contribute to local economic growth and employment generation through the establishment and operation of the SRF.
 - e) To strengthen the overall IWT ecosystem by reducing vessel downtime and promoting self-sufficiency in maintenance.



2. **SCOPE OF THE MOU:** This MoU outlines the commitments and responsibilities of GoUP in providing facilitation support and operational assistance for the development and functioning of the Ship Repair Facility at Varanasi by IWAI. This includes facilitation of land identification and transfer, provision of external utility connections, development of landside approach infrastructure, and assistance for smooth day-to-day operations. The design, funding, construction, and eventual management of the core SRF infrastructure (workshop buildings, dry docks, slipways, machinery, etc.) shall remain IWAI's primary responsibility, subject to the GoUP's agreed facilitation and operational assistance.

3. ROLES AND RESPONSIBILITIES

3.1. Responsibilities of IWAI: The responsibilities of IWAI shall include -

- a) **Project Proponent & Funding:** IWAI shall be the primary project proponent for facilitation of the acquisition/procurement of land, design, planning, funding, construction, and eventual operation and maintenance of the core Ship Repair Facility infrastructure, including workshops, dry docks, slipways, machinery, and associated facilities.
- b) **Technical Expertise:** IWAI shall provide the technical specifications, designs, and project management expertise for the SRF's development and ensure its adherence to relevant maritime and engineering standards.
- c) **Compliance:** IWAI shall ensure that the SRF design, construction, and operation comply with all applicable national and international standards for ship repair facilities, safety, and environmental protection.
- d) **Promotion & Utilization:** IWAI shall promote the utilization of the SRF by various inland vessel operators to ensure its commercial viability and operational success.

3.2. Responsibilities of State Government of Uttar Pradesh (GoUP): The responsibilities of GoUP shall include -

- a) **Land Identification and Transfer:** GoUP, through its designated department/agency, shall be responsible for:
 - i. Facilitation in identification and acquisition/allotment of suitable land (approx. [Specify Area, e.g., 5-10 acres] or as required by IWAI's design) for the SRF project at Varanasi.
 - ii. Ensuring swift transfer of clear title of the identified land to IWAI, free from all encumbrances, or granting long-term lease/usufructuary rights as mutually agreed.
 - iii. Facilitating the expeditious removal of any existing encroachments or structures on the identified land,



b) **External Utilities & Services:** GoUP shall facilitate the timely provision of necessary external utility connections up to the SRF plot boundary, including:

- i. Reliable and adequate electricity supply and required electrical infrastructure,
- ii. Potable and industrial water supply.
- iii. Sewerage connectivity and environmentally compliant effluent disposal mechanisms.

c) **Approach Road Development:** GoUP shall facilitate in:

- i. Developing, upgrading, and maintaining an all-weather approach road connecting the SRF site to the nearest main road network suitable for heavy vehicle movement as far as possible.

d) **Statutory Clearances & Permits:** GoUP shall provide all necessary facilitation for IWAI to obtain timely approvals, clearances, and permits from various state and local authorities (e.g., environmental clearances, building permits, industrial development approvals, labor permits) required for the construction and operation of the SRF, GoUP shall designate a nodal officer for this purpose.

e) **Security and Law & Order:** GoUP shall ensure adequate security arrangements, including deployment of security personnel/police in case of need to maintain law and order in case of need, ensure safety of personnel, assets, and vessels within the SRF premises during both construction and operational phases.

f) **Operational Facilitation and Coordination:** GoUP shall provide ongoing assistance for the smooth functioning of SRF operations by:

- i. Coordinating with local authorities for traffic management, heavy vehicle access, and logistics support related to the movement of materials and equipment to/from the SRF
- ii. Facilitating necessary liaison with local administration, labor departments, pollution control boards, and other government agencies for day-to-day operational requirements.
- iii. Providing support for managing industrial waste generated by the facility in an environmentally sound manner, in coordination with relevant state agencies.
- iv. Assisting in addressing local community relations, if any, that may impact the SRF's smooth functioning.

g) **Ancillary Landside Infrastructure:** GoUP shall facilitate the development of ancillary landside infrastructure in the vicinity of the SRF, such as adequate heavy vehicle parking, staff accommodation, and other necessary support facilities.

h) **Skill Development Linkages:** GoUP shall support linkages with local ITIs, polytechnics and skill development centers to generate a skilled workforce for the SRF and the broader IWT sector.



4. TERM AND REVIEW

- a) This MoU shall come into effect from the date of its signing and shall remain in force for a period of ten (10) years, unless terminated earlier in accordance with the provisions herein.
- b) The MoU may be extended for further periods upon mutual written agreement of both Parties, based on a review of its effectiveness and continued relevance.
- c) The Parties shall review the progress and implementation of this MoU annually through the Joint Steering Committee.

5. **AMENDMENT:** This MoU may be amended or modified at any time by mutual written agreement of both Parties. Any such amendment or modification shall form an integral part of this MoU.

6. TERMINATION:

- a) This MoU may be terminated by either Party by giving six (6) months' prior written notice to the other Party, without assigning any reason.
- b) This MoU may be terminated by either Party immediately if the other Party commits a material breach of any of the terms and conditions of this MoU and fails to remedy such breach within ninety (90) days of receiving written notice of such breach.
- c) Notwithstanding termination, any liabilities or obligations incurred prior to the effective date of termination shall remain binding on the respective Parties.

7. **DISPUTE RESOLUTION:** Any dispute, difference, or question which may arise between the Parties concerning the construction, meaning, or effect of this MoU, or the rights or liabilities of the Parties hereunder, shall be resolved amicably through mutual discussions and negotiations. If no amicable resolution is reached within sixty (60) days, the dispute shall be referred to the Secretary, Ministry of Ports, Shipping and Waterways (Government of India) and the Chief Secretary (Government of Uttar Pradesh) for their joint intervention and resolution.

8. **GOVERNING LAW AND JURISDICTION** This MoU shall be governed by and construed in accordance with the laws of India. The Courts at Lucknow shall have exclusive jurisdiction to entertain any suit or proceeding arising out of this MoU.

9. GENERAL PROVISIONS


- a) **Non-Binding Nature:** This MoU represents the mutual understanding and intent of the Parties and is not intended to create any legally binding financial obligations beyond the express provisions outlined herein, particularly those relating to responsibilities and dispute resolution. It serves as a framework for a more detailed agreement or project-specific contracts if required.



b) **Severability:** If any provision of this MoU is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

c) **Force Majeure:** Neither Party shall be held liable for non-fulfillment of their obligations under this MoU if such non-fulfillment is due to a Force Majeure event (acts of God, war, natural calamities, pandemic, etc.), provided prompt notice is given to the other Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding on the date first above written.

For & on behalf of Government of Uttar Pradesh:	For & on behalf of Inland Waterways Authority of India: 
Witness: 1. 2.	Witness: 1. 2.

