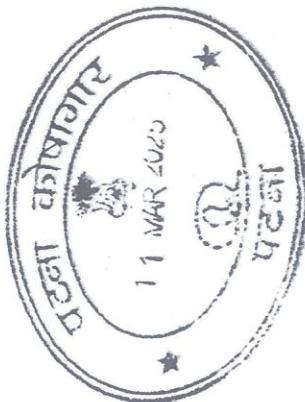




बिहार BIHAR



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वाम पंचमी राजसभा द्वारा दिनांक 24 मार्च 2025

अशोक कुमार, उपायक प्रतिनिधि
समाजरणालय, पटना
अनुशासित सं०-३४/१९८७

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as the "MOU") is entered on 24th day of March, 2025 at Patna.

AMONGST

Government of Bihar (herein referred to as "Government of Bihar (GoB)" which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors and assigns), of the **First Part**.

AND

Inland Waterways Authority of India (IWAI), a statutory body of the **Ministry of Ports, Shipping and Waterways**, having its Head Office at A-13, Sector-1, Noida, U.P.-201301. (hereinafter referred to as "IWAI", which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors and assigns), through Chairman to the Inland Waterways Authority of India, of the **Second Part**;

V R S. Dau . *V B. N.*

(GoB and IWAI shall collectively be referred to as "**Parties**" and individually be referred to as "**Party**" as the case may be.)

WHEREAS:

- A. Inland Waterways Authority of India (IWAI) is a statutory body of the Ministry of Ports, Shipping and Waterways (MoPSW), Government of India (GoI) and is primarily responsible for the regulation and development of inland waterways for purposes of shipping and navigation.
- B. IWAI has been undertaking various development initiatives for the implementation of the World Bank assisted project "Jal Marg Vikas Project (JMVP)" with the purpose of augmenting the capacity of terminal and navigational infrastructure of the National Waterway-1
- C. As part of the JMVP Project, IWAI is also implementing the JMVP-II (Arth Ganga) Project the overall objective of which is to boost the socio-economic development and inclusive growth of the hinterland of river Ganga through the development of navigational and terminal infrastructure.
- D. The JMVP-II Project includes the development of various infrastructure facilities such as Community Jetties, Ro-Ro Terminals, etc.
- E. Under JMVP-II, Twenty one (21) locations have been identified in the state of Bihar for the development of the Community Jetties (hereinafter referred to as the "**Project**") that will include offshore floating jetty and onshore terminal facilities such as passenger waiting area, public convenience facilities, approach gangway, ticketing area, office space, electric supply –conventional and solar, charging infrastructure etc as per site specific requirements.
- F. In view of the above, the Parties mutually agree to cooperate for the development of the Twenty one (21) Community Jetties in a successful and sustainable manner in the state of Bihar and enter into this MoU.

NOW, THEREFORE in consideration of the above, the Parties hereto enter into this MOU, under which the said Parties agree to co-operate for development of Community Jetties in the State of Bihar (hereinafter referred to as the "**State**") and agree on the framework for the same:

W S [Signature]

V [Signature]

1. OBJECTIVE

The prime objective of this MoU is to establish a framework of cooperation between the Government of Bihar and IWAI for development of Twenty one (21) Community Jetties in the State of Bihar for facilitation of movement of local, passengers, cargo, etc., thereby reducing road congestion and pollution. This is expected to consequently lead to improvement of livelihood of local communities as these jetties will provide the supporting infrastructure facilities required for travel for livelihood, transport their goods/ produce, access to better social infrastructure etc.

2. PROJECT REQUIREMENTS

2.1 The Twenty one (21) locations, and the respective districts, identified by IWAI for the Community Jetties in the State of Bihar are mentioned here in below:

- i. Buxar, (Buxar)
- ii. Mahuli Ghat, (Bhojpur)
- iii. Khaspur, (Bhojpur)
- iv. Doriganj, (Saran)
- v. Panapur, (Patna)
- vi. Digha, (Patna)
- vii. Nakhta Diyara, (Patna)
- viii. Nasiriganj, (Patna)
- ix. Kachchi Dargah, (Vaishali)
- x. Raghpur Diyara, (Vaishali)
- xi. Barh, (Patna)
- xii. Simariya, (Begusarai)
- xiii. Mohanpur, (Samastipur)
- xiv. Munger, (Munger)
- xv. Sultanganj, (Bhagalpur)
- xvi. Aguani (Shahabad), (Khagaria)
- xvii. Tintanga, (Bhagalpur)

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xviii. Kahalgaon, (Bhagalpur)

xix. BateshwarAsthyan, (Bhagalpur)

xx. Manihari, (Katihar)

xxi. Karagola, (Katihar)

2.2 The development of the Community Jetties under the Arth Ganga Project comprises of the

(i) offshore floating jetty and

(ii) onshore terminal facilities.

2.3 Offshore Floating Jetties: The offshore floating jetties shall be located in the river at the locations mentioned in Clause 2.1 and shall be anchored/moored with a suitable arrangement to the riverbank. The offshore floating jetties will comprise of a floating pontoon of suitable material and a gangway connecting the pontoon to the onshore area / terminal. Provision for installation of suitable pillars for mooring of the floating jetty and the gangway will be required. The vessels can berth at the floating jetty and the passengers can safely embark or disembark the vessel and reach the onshore terminal area via the gangway.

2.4 Onshore Terminal Facilities: The onshore facilities shall comprise a terminal developed on suitable land parcel adjacent to the offshore floating jetty at the locations mentioned in Clause 2.1 as per local site requirement. It shall have facilities such as waiting area, ticketing room, security office, administrative office space, pantry space, storage space public toilets, parking area based on location and site requirements. The terminal will be accessible by adequate road and required electricity supply, water supply and wastewater disposal system.

2.5 The development works for the onshore and offshore components will be undertaken by IWAI. The land and utilities are to be provided by GoB.

3. AREAS OF CO-OPERATION

The Parties hereby agree to co-operate with each other in achieving the aforesaid objectives for development of Community Jetties in Bihar to meet the project requirements and shall fulfil the respective

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roles and responsibilities under this MoU.

4. ROLES AND RESPONSIBILITIES

The roles and responsibilities of the Parties, along with other terms of the MoU are as under:

4.1 IWAI

IWAI shall be responsible for

- i. Identification of exact location co-ordinates and the land area required for the development of the Community Jetties at each location
- ii. Development of Community Jetties with offshore floating jetty and onshore terminal facilities at the identified location at its own cost
- iii. Handover of the Community Jetties to GoB for operations and maintenance. A tentative checklist for handover of Community Jetties by IWAI and taking over by GoB has been provided in **Annexure 1**.
- iv. Assigning the maintenance contracts executed with the vendors of the Community Jetties, to the entity of GoB that shall be responsible for the operation and maintenance of the Community Jetties
- v. Providing financial support for maintenance of the Community Jetties for a period of two (02) years from the date of Commissioning and Handover to the State Government (as in clause 4.2 (i) of this MoU).
- vi. Providing necessary support in capacity building of the GoB entity responsible for operation and maintenance of the Jetties through trainings for safe and secure operations.
- vii. Providing guidelines for operation and maintenance of the community jetties. The guidelines for the O&M of the Jetties is provided in **Annexure 2**.



4.2 GoB

GoB shall be responsible for

- i. Identification of the nodal department responsible for co-ordination with IWAI and taking over of the Community Jetties from IWAI upon their commissioning.
- ii. Providing IWAI encumbrance free land at the locations mentioned in Clause 2.1 and specific details identified as per Clause 4.1(i) that will be required for development of onshore facilities and the offshore floating jetty.
- iii. Providing the necessary access to utilities such as electricity, water, drainage, waste disposal system etc.
- iv. Providing support in obtaining the necessary approvals for implementation and operations of the Project.
- v. Operations and maintenance of the Community Jetties in compliance with applicable rules, regulation and statutory approvals/ clearances and in a manner that is non-discriminatory, safe, secure, and environmentally friendly via the identified State Govt. department/Panchayati Raj Institution (PRI)/ Urban Local Bodies (ULBs)/ Trust or similar agencies. Operations and maintenance of the offshore and onshore facilities to be undertaken in a safe secure environmentally friendly manner in compliance with the guiding principles included as Annexure-2 with this MoU.
- vi. Setting tariff and collect charges from the users of the Community Jetty.
- vii. Sharing monthly traffic details with IWAI for each Community Jetty.

5. COMMENCEMENT

- 5.1 This MOU will become effective from the date of signing of this MOU by the duly authorized representatives of Parties.
- 5.2 It will remain in force from the date of execution.

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5.3 The MoU can be extended further or terminated with the mutual consent of both parties.

6. AMENDMENT TO THE MOU

6.1 No amendment to this MOU shall be valid unless set forth in writing. Such revision, modification or amendment agreed by the Parties shall be signed by the authorized signatories or the Parties and shall form part of the MOU.

6.2 Any notice or other written document required or permitted to be given hereunder or for the purposes hereof to any party shall be sufficiently given, if delivered personally or if transmitted by fax or other form of recorded communication to such party.

6.3 Notices shall be sent to the addressees as per their registered office addresses.

7. MISCELLANEOUS

7.1 All Parties will undertake the necessary and reasonable policy measures/ decisions for the success of the Project.

7.2 All the development shall be done accommodating local area regulations and any notified policy for development of Community Jetties.

7.3 This MoU is executed in duplicate with each copy being an official version thereof and having equal legal validity.

7.4 Notwithstanding anything contained in this MOU, Parties shall not have any financial or legal liability whatsoever arising directly or indirectly from any of the stipulations in this MOU.

8. DISPUTE

Any dispute or difference arising between the Parties in relation to or arising out of the subject matter of this MOU, will be settled in an amicable manner through mutual discussions between the authorized representatives of the Parties.

9. APPLICABLE LAWS

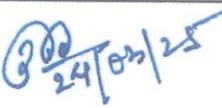
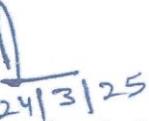
This MoU is subject to all valid present and future laws of India, regulations, rules and orders of Governmental Authorities now or hereafter, having jurisdiction over the Parties and for any legal dispute

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and jurisdiction of court will be at Delhi.

IN WITNESS WHEREOF the Parties to the MoU have caused their respective duly authorized persons to execute these presents on the date first hereinabove written.

For Government of Bihar	For Inland Waterways Authority of India
 (Arun Kumar Singh), Designation.- Special Secretary, R & L Reforms Dept, Bihar, Patna	 (Arvind Kumar), Designation:- Assistant Director, IWAI, Regional Office, Patna
Witness: विहार, पटना	Witness: गारीप अपारदेशीय जलमार्ग प्राधिकरण गेइ बर्गेट, गारीप, पटना-800007, बिहार INLAND WATERWAYS AUTHORITY OF INDIA Regional Office, Gaihat, Patna-800007, Bihar
1.  (Ajeev Vatsraj), Designation.- Assistant Director, Land Acquisition-cum-Joint Secretary, R & L Reforms Dept., Bihar, Patna	1.  (Anand Kumar), Designation.- Assistant Director, IWAI, Regional Office, Patna
2.  (Anil Kumar Pandey), Designation.- Joint Secretary, R & L Reforms Dept, Bihar, Patna	2.  (Ratnesh Mishra), Designation.- Technical Assistant, IWAI, Regional Office, Patna

ANNEXURE 1(i)

Tentative checklist for Handover of Community Jetties by IWAI and taking over by GoB

As part of the operationalising the Community Jetties in the State of Bihar, a tentative key checklist items and activities to be ensured by the Parties and confirming mutually in writing at the time of handing over and taking over is provided below

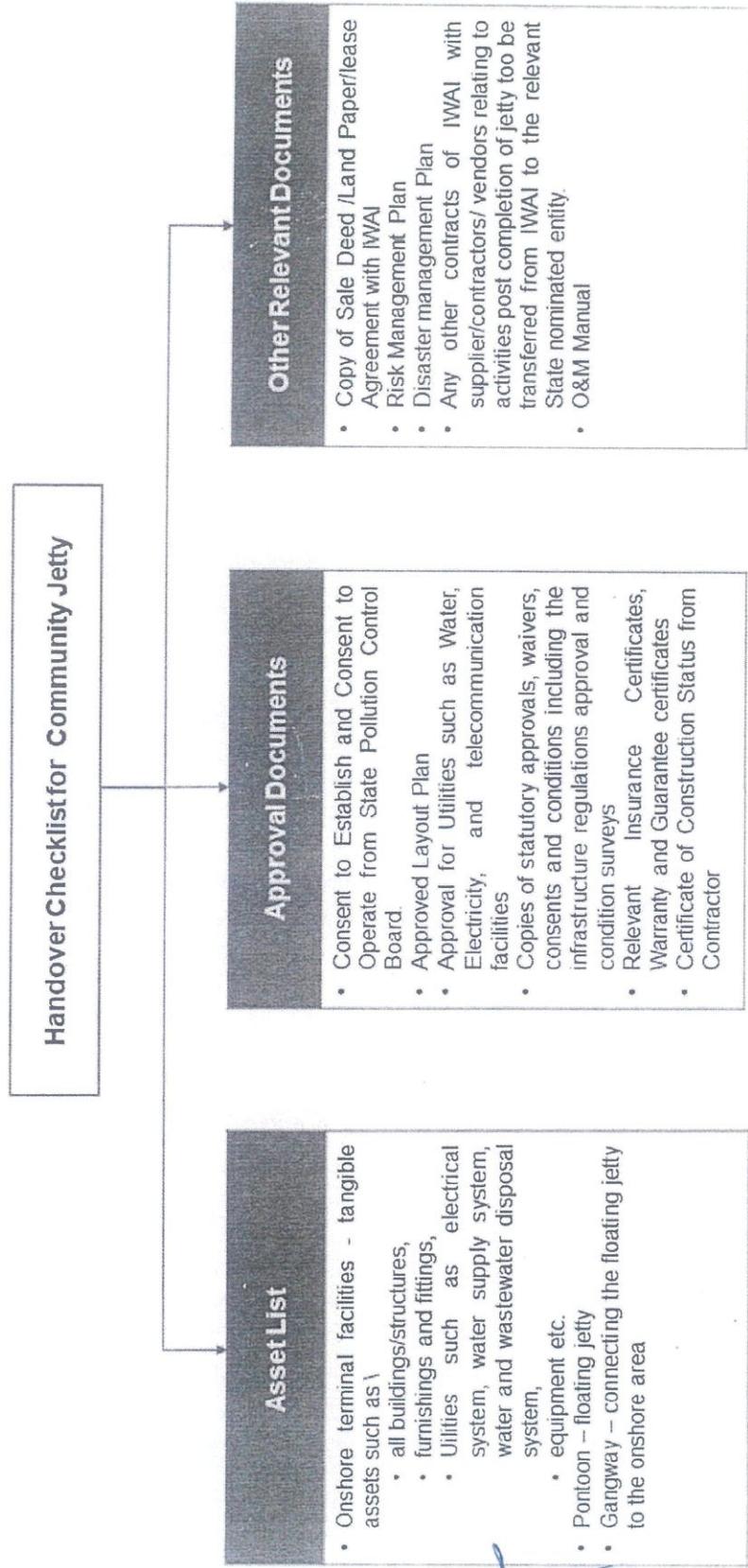
S No.	Handover Activity/Items	Details/documents to be handed over
1.	Details of all assets developed as components of the Community Jetties for the respective locations including but not limited to: <ul style="list-style-type: none">Onshore terminal facilities - tangible assets of the onshore terminal facilities such as all buildings/structures, furnishings and fittings, utilities such as electrical system, water supply system, water and wastewater disposal system, equipment etcPontoon-floating jettyGangway-connecting the floating jetty to the onshore area	<i>List of all assets with as built drawings, specifications, manuals and any other documents related to the assets</i>
2.	Consent to Establish and Consent to Operate from State Pollution Control Board. All statutory approvals, waivers and consents obtained in relation to the Community Jetties	<i>Approval Document</i>
3.	All the relevant documents pertaining to the Warranty/ Guarantee certificates and insurances if any from respective vendors for all the assets	<i>Relevant document</i>
4.	All the necessary approvals obtained for utilities including water, electricity and telecommunication facilities required for the implementation, operations and maintenance of the Jetty are in place. All such approvals and documentations to be shared with State.	<i>Approval documents</i>
5.	As part of the development of the Community Jetties, IWAI will be entering into a contract agreement with many of its supplier/contractors/ vendors wherein the scope of the supplier/contractors/ vendors will include maintenance of the assets post completion of the works Specifically, in the case of floating jetties, the scope shall also include the necessary operations to keep the floating asset in operational state. Such contract wherein the scope also includes responsibility of the supplier/contractors/ vendors post completion shall be assigned by IWAI to the relevant State nominated entity.	<i>Contract assigning</i>

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ANNEXURE1 (iii)

TENTATIVE CHECK LIST FOR HANDOVER/TAKING OVER OF COMMUNITY JETTIES BETWEEN IWAI AND THE STATE AUTHORITY



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ANNEXURE 2

Guidelines for Operations & Maintenance of Community Jetties

The Inland Waterways Authority of India (IWAI), under the World Bank funded Jal Marg Vikas Project (JMVP), IWAI is implementing the JMVP-II project also known as the Arth Ganga Project, with the overall objective of developing infrastructure with a focus on boosting the socio-economic development and inclusive growth of the hinterland of river Ganga (NW-1). This includes the development of infrastructure facilities such as Community Jetties.

IWAI, upon completion and commissioning of the development of the infrastructure under Arth Ganga Project, IWAI intends to handover the Community Jetties to the nominated entity of GoB that shall be responsible for the operation and maintenance of these Community Jetties.

In order to support the GoB in subsequent operations of the Community Jetties, IWAI has prepared guidelines for the operations of the Community Jetties in a safe and sustainable manner.

I) General

1. All the details of the timings of the ferries, fair-chart and other details to be displayed at the main entrance of the jetties.
2. A public address system to be in place for making regular announcements with regard to:
 - a. Arrival/ departure of vessels
 - b. Cargo/ passenger loading capacity of arriving vessel
 - c. Timing of bore/high tide, etc.
3. Proper security gate with locking facilities shall be provided at the jetty
4. The local police authority to ensure the security and safety in and around jetty and gangway.
5. The operators are to be informed to take measures as per Inland Water Transportation (IWT) norms regarding safety and security of passengers and accordingly no vessel should be operated without mandatory Life Saving Appliances (LSA), Fire Fighting Appliances (FFA), and Light Sound & Signal Appliances (LSSA)
6. In case of jetty impacted by tides, prior notice regarding date and timing of the commencement of bore tide is to be served among the crew of the vessels and to all concerned so that precautionary measures can be taken accordingly.
7. Adequate facilities to be provided at a jetty for safe and secure mooring.
8. A vessel in service is to be berthed only alongside the pontoon and must not be berthed alongside other vessels.
9. A team of skilled divers are to be deployed to address emergencies and regular training for them should be undertaken from the end of authority concerned.

10. Photo identity cards are to be issued to all personnel working at ferry ghat and the same shall be displayed by the respective person.
11. Jetties should have properly illuminated Gangway with safe wooden racks & Pontoon should have roughened surface to avoid slippage during monsoon.
12. Except the river side of the Pontoon where the vessels are moored, the Pontoon should be fenced on all sides
13. Stop-gate is a must at the juncture of link platform as well as the gangway entry. The Stop-gate needs to be closed when ferry services are off; prior to commencement of bore tide. The Stop-gate at gangway entry should be kept closed during the peak/rush hours not allowing passengers to gather on the gangway, until de-boarded passengers completely leave gangway
14. Entry gate is to be closed in advance of the commencement of bore tide.
15. During adverse weather condition, the ferries should be stopped without any delay and under no circumstances it will be restarted without the permission of the concerned authority.
16. All vessels/barges operating from the community jetties will fully comply with all the relevant rules and regulations not limited to the following: -
 - a. Prevention of Collision on National Waterways Regulations, 2002
 - b. National Waterway, Safety of Navigation and Shipping Regulations, 2002 including annexures I, II, III and IV
 - c. Inland Waterways Authority of India (Classification of Inland Waterways in India) Regulations 2006
 - d. The Inland Vessel Act, 2021 (IV Act, 2021)
 - e. The Bihar Ferryghat Settlement and Management ACT, 2023
 - f. All the rules and regulations framed by respective State Governments for operations of Inland vessels within their jurisdiction
17. The Jetty Operator to ensure that proper record keeping is undertaken for monthly traffic details (passenger and cargo) for the Community Jetty
18. Ensure the provision of life-saving aids
 - a. Suitable Arrangements for emergencies should include suitable first-aid boxes and proper display of emergency nos. including nearest hospital, police station, fire brigade, etc.
 - b. The jetty should always be accessible by emergency vehicles and for emergency escape
19. All periodic repairs & maintenance works should be carried out as per technical specification of the jetty shared by the jetty developer at the time of hand over of the jetty
20. Regular inspection and surprise checks have to be undertaken by the authority concerned to ensure the compliance of guidelines

21. Operations at the jetty to be suspended during any instances of unfavorable weather and in accordance with local guidelines
22. Compliance with all regulatory requirements should be maintained at all times
23. Jetty Operators to ensure that all vessels arriving/departing from the jetty are carrying the necessary permissions, cargo is properly stowed & secured, is properly manned, equipped, has done the route plan to the destination taking into accounts the current/tides with sufficient LAD and air draft on the route for the intended voyage.
24. Jetty operators to ensure that the jetty is kept accessible to vessels and passengers/ goods for safe operations around the year by doing the necessary shifting of the jetty and gangway arrangements.

Passenger Movement

1. Number of tickets are to be issued to the passengers according to the available carrying-capacity & frequency of the vessels so as to ensure no overloading on the vessels takes place. This can be applicable for Ro-Ro Terminals as well as Community Jetties.
2. Passengers equivalent to the number of maximum available capacity of the vessels shall be allowed entry beyond the gate with security lock to the embarkation point.
3. The maximum passenger carrying capacity for each vessel is to be clearly displayed on the embarkation point and on the body of the vessel calling at the jetty. This can be applicable for Ro-Ro Terminals as well as Community Jetties.
4. Only passengers having issued tickets are to be allowed to enter into the gangway as well as pontoon only after berthing of the vessels at the jetty.
5. No passengers should be allowed to stand on the gangway and proceed towards pontoon while there is no movement of ferries/ vessels.
6. Passenger embarkation & disembarkation gate of each vessel must remain closed before mooring of vessels from jetty.
7. Passenger embarkation and dis-embarkation gate of each vessel has to be closed before de-berthing of the vessel from the jetty.

Cargo Movement

1. Non-polluting and Non-hazardous goods such as agriculture & horticulture produce, fisheries, construction material, household goods etc. to be handled at the Jetty.
2. Cargo handling to comply with maximum weight and volume limitations on the Jetty.
3. For jetties where cargo handling is envisaged, separate demarcated area to be assigned for transit storage of cargo
4. Cargo handling areas on the jetty should be well surfaced and well lit.
5. The layout of cargo-handling areas should be such as to avoid the need for walk ways to cross them, as far as is practicable. Any crossing points that are necessary should be marked and signed to warn both drivers and pedestrians of the potential

presence of each other

6. The name of cargo handling foreman at the Jetty shall be informed to relevant work parties using an armband which should display his name and the name of the Jetty.
7. No hazardous/toxic material handling should be undertaken at the Jetty

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