



**Inland Waterways
Authority of India**



Memorandum of Understanding

Between

Inland Waterways Authority of India (IWAI)

and

Govt of Karnataka,

27th October 2025

India Maritime Week 2025

Memorandum of Understanding

Between

Inland Waterways Authority of India (IWAI)

and

Govt of Karnataka,

27th October 2025

at India Maritime Week, Mumbai

MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding is entered on ^{28th} day of ^{October} 2025 at Mumbai.

Between

INLAND WATERWAYS AUTHORITY OF INDIA (IWAI) having its head office at **A-13, SECTOR-1, NOIDA, DISTT. GAUTAM BUDDHA NAGAR (U.P.) - 201 301** (First party)

and

Govt of Karnataka represented through ^{Chief Executive officer, KMIB}
having ^{Bangalore} its office at
.....

Hereinafter referred to as **GoK (Second party)**.

Wherein

INLAND WATERWAYS AUTHORITY OF INDIA intends to have association with, **Govt of Karnataka** for development of various National Waterways in the State of Karnataka.

I. PURPOSE

The purpose of this MoU is to establish a framework of cooperation between **IWAI and Govt of Karnataka**.

Both Parties have agreed to do and hereby execute this Memorandum of Understanding in order to develop the following National Waterways in the State of Karnataka at a total cost of project approximately **Rs. 300 Crores**.

- a) NW-4, Krishna River
- b) NW-21, BHEEMA RIVER
- c) NW-41, GHATAPRABHA RIVER
- d) NW-43, GURUPUR RIVER
- e) NW-51, KABINI RIVER
- f) NW-52, KALI RIVER
- g) NW-67, MALAPRABHA RIVER
- h) NW-74, NETRAVATHI RIVER
- i) NW-76, PANCHAGANGAVALI (PANCHAGANGOLI) RIVER
- j) NW-90, SHARAVATI RIVER
- k) NW-104, TUNGABHADRA RIVER

1) NW-105, UDAYAVARA RIVER

II. DESCRIPTION OF PROJECT/ ACTIVITY

This MOU indicates the intention in brief about the responsibilities to be extended by both the parties and shall remain valid only for a maximum period of 5 (Five) years from the date of entering into MoU unless otherwise extended mutually by both parties.

III. ROLES AND RESPONSIBILITIES

FIRST PARTY

1. IWAI will provide the necessary infrastructure for development of the following
 - a) Vessel Traffic Management System (VTMS) and Navigational Aids
 - b) Provide requisite fairway by way of dredging in National Waterways of Karnataka - through its own funds .
 - c) Development of River Cruise Tourism in the National Waterways of Karnataka.

SECOND PARTY

1. The State Govt will provide land for setting up of onshore facilities of River Cruise tourism and VTMS
2. The State Govt will provide suitable land for dumping of dredged material.
3. The State Govt will ensure last mile connectivity to proposed River Cruise Terminals and VTMS Stations.
4. The State Govt will regulate the vessels and traffic as per provisions of IV Act 2021 and amendments thereof.

IV. AMENDMENTS

Save as expressly provided in this MOU, no amendment or variation of this MOU shall be effective unless in writing by way of a Deed of Modification and signed by a duly authorized representative of each of the Parties.

V. ASSIGNMENT

Neither party shall without prior written consent of the other party assign, transfer, change or deal in any other manner with this MOU or its rights under it or part of it, or purport to do any of the same, nor sub-contract any or all of its obligations under this MOU.

VI. VALIDITY OF THE RELATIONSHIP

1. The framework of the MoU would be initially valid for a period of 05 years (5 years) from the date 1st above written. This MoU can be extended by means of a Deed of Modification signed by a duly authorized representative of each of the parties.
2. The MoU may be terminated by the parties, on mutual agreement, in writing after providing 1 month notice, in advance.
3. In the event of a Force Majeure by the party not affected by such event.

VII. FREEDOM TO CONTRACT

The parties declare that they each have the right, power and authority and have taken all action necessary to execute and deliver and perform the activities under this MOU.

VIII. CONFIDENTIALITY

Each party agrees that it shall not, at any time disclose any information in relation to these activities or including but not limited to the affairs of, business or method of carrying on the business of the other without consent of the other party.

IX. COMMUNICATIONS

All notices demand and other communication under this MoU in connection herewith shall be written in English language and shall be personally served or deposited or sent by courier or by post to the address first above written. Any notice shall be effective from the date on which it is received by the other party.

X. RESOLUTION OF DISPUTES

- a. This MoU shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of the courts at New Delhi.
- b. Parties should make an endeavor to resolve disputes or differences, that may have arisen in relation to or in connection with this MoU, amicably between themselves, failing which the matter shall be referred to and settled through arbitration by a sole arbitrator, appointed mutually. The arbitration proceedings shall be held in accordance with

the provision of Indian Arbitration and Reconciliation Act, 2021. The venue of arbitration shall be Noida/Delhi and Language of arbitration shall be English.

XI. FORCE MAJEURE

The failure or omission to carry out or to observe any of the terms/ provision or conditions of this MOU during the continuance of an event of Force Majeure, as hereunder defined, or its effects, shall not give rise to any claim by either party against each other or be deemed to be a breach of this MOU, if the same is caused by or arises out of Force Majeure.

To the extent that the event is not within the control of the party whose performance under this MOU is affected, provided that the party so prevented from performance shall notify the other party of the cause and resume performance as soon as it is able to do so. The term Force Majeure, as used in this MOU, shall include, but is not limited to the following events.

War, hostilities, act of public enemy or belligerents, sabotage, blockage, revolution, insurrection, riot or disorder, strikes, expropriation, requisition, confiscation, interference by or restrictions of onerous regulations imposed by civil or military of any other authority, restrictions of any other nature by the State / Central Govt., whether legal or defect , whether purporting to act under some constitution, decree, law of otherwise, act of God., fire, earthquake storm, lightning, epidemic, pandemic, quarantine, explosions, accidents by fire or otherwise, or other events whether or not of the same class or kind as those set forth.

The party affected by Force Majeure shall, within seven days of the occurrence/commitment of such, circumstances inform the other party by e-mail and telex/cable/fax about the existence of such circumstances, and in the event and termination of these circumstances, information shall similarly be given.

The MoU will not be binding on both the parties. Any works intended to be undertaken by IWAI will be through open bidding only and this MoU will not confer any preferential right in the bidding process.

IN WITNESS WHEREOF the parties have executed and delivered this MoU in two original copies in English language as at the day and year above written.

For and on behalf of IWAI

Srfat

(Authorized Signatory)

Name: Shri. Suhail Rafat
Designation: AHS (West Coast)
Contact No.: 9957366259
Email: srafat@iwai.gov.in
Address: IWAI Building, A-13, Sector-1
Noida, Uttar Pradesh-201301

Witness:

1. *Mr. Kanna Singh*
- 2.

For and on behalf of Govt of
Karnataka

[Signature]

(Authorized Signatory)

Name:
Designation:
Contact No:
Email:

Witness:

- 1.
- 2.