



**Inland Waterways
Authority of India**



सत्यमेव जयते

**राजस्थान सरकार
GOVERNMENT OF RAJA**

Memorandum of Understanding

Between

Inland Waterways Authority of India (IWAI)

and

Govt of Rajasthan

27th October 2025

India Maritime Week 2025



**Inland Waterways
Authority of India**



सत्यमेव जयते

राजस्थान सरकार
GOVERNMENT OF RAJASTH

Memorandum of Understanding

Between

Inland Waterways Authority of India (IWAI)

and

Govt of Rajasthan

27th October 2025

India Maritime Week 2025

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 Rajasthan represented through Chief Engineer, RRB & WRPA having its office at ..Sinchai Bhawan, JLN Marg, Jaipur.....
Hereinafter referred to as GoR (Second party).

Wherein

INLAND WATERWAYS AUTHORITY OF INDIA intends to have association with RRB & WRPA, Govt of Rajasthan for development of River Jawai-Luni-Rann of Kutch in the State of Rajasthan.

I. PURPOSE

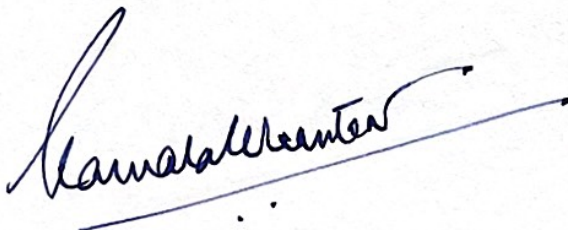
The purpose of this MoU is to establish a framework of cooperation between **IWAI** and **GoR**.

Both Parties have agreed to do and hereby execute this Memorandum of Understanding in order to develop the River Jawai-Luni-Rann of Kutch which has been declared as National Waterway No-48(hereinafter referred to as NW-048) vide the National Waterways Act 2016 (having its territorial limits as has been defined therein).

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 MoU unless otherwise extended mutually by both parties in writing.

Water Resources Department, Government of Rajasthan has prepared the pre-feasibility study report for development of inland port at Jalore district, Rajasthan through WAPCOS and based on the interactions held during the meeting chaired by Hon'ble Chief Minister, Govt of Rajasthan on 09.06.2024 at New Delhi, IWAI has awarded the work for carrying out mathematical





modeling and preparation of DPR for NW-48 through National Technology Centre for Ports, Shipping & Coast (hereinafter NTCPWC), IIT Madras, the draft DPR for which has been submitted by NTCPWC, Govt of Rajasthan. The value of project is Rs 10,500 Crore.

For execution of the project, both the parties will form a JV duly detailing the responsibilities of both the parties.

III. ROLES AND RESPONSIBILITIES

FIRST PARTY

- a) IWAI will provide all assistance in lines with the functions of the Authority under Section 14(1) of IWAI Act, 1985.
- b) IWAI will carry out the EIA-EMP studies of the NW.

SECOND PARTY

1. GoR will provide land for setting up of development of project and appurtenant activities.
2. GoR will provide suitable land for dumping of dredged/excavated material.
3. GoR will ensure last mile connectivity to proposed facilities on NW-48.
4. GoR will regulate the vessels and traffic as per provisions of IV Act 2021 and amendments thereof.

Joint Responsibilities of both the parties

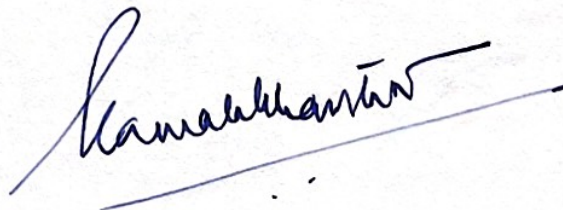
1. Both the parties will collectively obtain all the statutory clearances required for development of NW-48.
2. Notwithstanding the individual responsibilities of both the parties as detailed above, any additional intervention/compliance arising out of statutory regulations will be dealt by both the parties.

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 (5years) 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

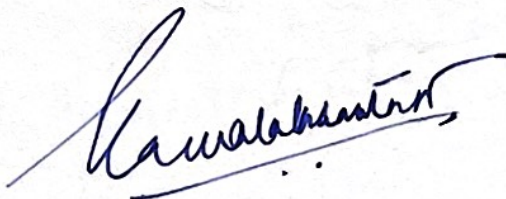
Each party agrees that it shall not, at any time disclose any information in relation to these activities or including but not limited to the affairs of, business or method of carrying on the business of the other without consent of the other party.

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 provisions 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.

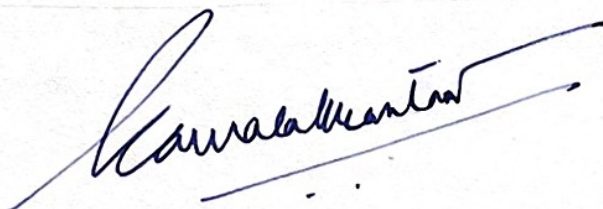
The party affected by Force Majeure shall, within seven days of the occurrence/commitment of such, circumstances inform the other party by e-mail and telex/cable/fax about the existence of such circumstances, and in the event and termination of these circumstances, information shall similarly be given.

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.

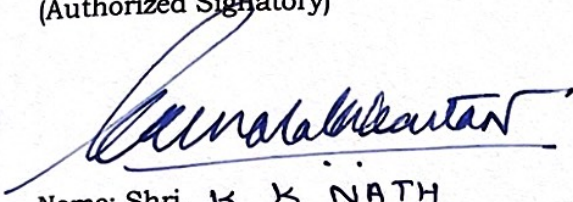
IN WITNESS WHEREOF the parties have executed and delivered this MoU in two original copies in English language as at the day and year above written.

For and on behalf of

For and on behalf of **Govt of Rajasthan**




(Authorized Signatory)

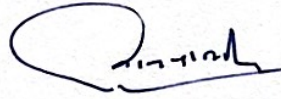


Name: Shri. K K NATH
Designation: Member (Finance)
Contact No.:
Email: mf.iwai@nic.in
Address: IWAI Building, A-13, Sector-1
Noida, Uttar Pradesh-201301

Witness:

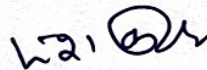
1. 
SUHAIL RAFAT
- 2.

(Authorized Signatory)



Name: RAJ PAL SINGH
Designation: Chief Engineer
Contact No:
Email: cerrybwrpa@rajasthan.gov.in

Witness:

1. 
Rajesh Kumar Kaloria
- 2.