



सत्यमेव जयते

Ministry of Ports, Shipping and Waterways
Government of India



MEMORANDUM OF UNDERSTANDING

BETWEEN

ASSAM PETRO-CHEMICALS LIMITED

AND

INLAND WATERWAYS AUTHORITY OF INDIA

FOR

**TRANSPORTATION OF METHANOL & FORMALIN CARGO OF
ASSAM PETRO-CHEMICALS USING INLAND WATER
TRANSPORT**

October, 2025





(A Govt. of Assam Undertaking Company)

The Memorandum of Understanding is entered on the 30th day of, October, 2025 at Delhi, India.

Between

Assam Petro-Chemicals Ltd. (APL) having its registered office at 5th Floor, Orion Place Mahapurush Srimanta Sankardev Path, Bhangagarh, Guwahati 781005 (Assam) (First Party).

And

Inland Waterways Authority of India (IWAI) having its registered office at A-13, Sector - 1, Noida, District Gautam Buddha Nagar (U.P.) 201301 (Second Party).

Wherein

Assam Petro-Chemicals Ltd. (APL) intends to have association with Inland Waterways Authority of India (IWAI) for export of Methanol & Formalin from IWAI, Bogibeel, Pandu & Jogighopa jetty using Indo - Bangladesh Protocol Route.

1. PURPOSE:

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

Both the parties have agreed to do and hereby execute this Memorandum of Understanding in order to promote and use Indo - Bangladesh Protocol Route, for export of Methanol and Formalin from IWAI Jetties Bogibeel, Pandu and Jogighopa to various locations in Bangladesh and other South East Asian countries and NW1 and NW2 for domestic supply of Methanol and Formalin. Together, IWAI and APL can join hands to contribute and make the Government of India's dream project - "PM Gati Shakti-National Master Plan for Multi Modal connectivity to various Economic Zones", a grand success.

2. DESCRIPTION OF PROJECT/ ACTIVITY


Assam Petro-Chemicals Ltd. (APL) is amongst the few prestigious PSUs under Govt. of Assam. APL has the annual capacity of 1.98 Lac MT of Methanol production and 1.15 Lac MT of Formalin production from its States of the Arts production facilities.

APL intends to export Methanol to Bangladesh from North East using National waterways as it would place APL in advantage position in terms of bulk and cost effective supply to Bangladesh. This would require an investment in Tanker vessels Custom made for Liquid cargo movement and jetties.

अजय कुमार बंसल
Ajay Kumar Bansal
मुख्य अभियंता / Chief Engineer
पा.न.ज.प्र. / I.W.A.I.

(असम प्रदेश परिवहन एवं जलमार्ग मंत्रालय, भारत सरकार)
(Ministry of Ports, Shipping & Waterways, Govt. of India)
ए-13, सेक्टर-1, नोएडा-201301 (उ.प्र.)
A-13, Sector-1, Noida -201301 (U.P.)

Page 2 of 6


Rajnesh Gogoi
Managing Director
Assam Petro-Chemicals Ltd.
Namsun



**ASSAM PETRO-CHEMICALS
LIMITED**

(A Govt. of Assam Undertaking Company)

2.1 Cooperation and Support from the parties

IWAI and Assam Petro-Chemicals Ltd. (APL) will work in close association in a coordinated manner for promoting cargo movement and transportation of petroleum products through Inland Water Transport using Indo - Bangladesh Protocol and other National waterways Route.

2.2 Obligation of IWAI

IWAI will endeavor to support by providing -

- The newly constructed jetty at IWAI Bogibeel, Pandu & Jogighopa land area shall be made with suitable arrangement for the proposed APL products handling at Bogibeel, Pandu & Jogighopa terminal.
- Providing river pilotage and aids to navigation for hindrance - free transportation of the cargo of Assam Petro-Chemicals Ltd. (APL).
- Bunkering facilities to be operated at various places en-route of Indo - Bangladesh Protocol Route.
- Provide assistance through its available vessels (Tugs, Work Boards, Survey Vessels and other Vessels) in case of an emergency, on requisition by Assam Petro-Chemicals Ltd. (APL).
- Technical Assistance to APL in making available 10 numbers of 500 MT - 1000 MT flat bottom Tanker barge for exporting its products to Bangladesh and other Southeast Asian countries. Financial arrangements are to be done by APL.
- Provide required firefighting facilities at the Jetty for handling class A & B petroleum products as per statutory norms.

2.3 Obligation of Assam Petro-Chemicals Ltd. (APL)

Assam Petro-Chemicals Ltd. (APL) will endeavor to undertake the following:

- Inform the schedule of cargo movement and finalize the same in consultation with IWAI Regional Office at Kolkata and Guwahati.
- Arrange inland vessels and their operations either owned or arranged through other IWT (Inland Waterways Transport)/ Logistics operator(s).
- Arrange customs clearance, transit permit and other statutory clearances for the cargo.
- Facilitate and provide support to IWAI to produce promotional material for promotion of cargo movements by IWAI.

अजय कुमार बंसल
Ajay Kumar Bansal
मुख्य अभियंता / Chief Engineer
ना.अ.ज.प्र. / I.W.A.I.
(मिनीस्ट्री ऑफ शिपिंग एंड वाटरवेय, भारत सरकार)
(Ministry of Shipping & Waterways, Govt. of India)
ए-1, नमरुप, गुवाहाटी - 781001 (उ.प्र.)
201301 (U.P.)

Page 3 of 6

Rajnesh Gogoi
Managing Director
Assam Petro-Chemicals Ltd.
Namrup



**ASSAM PETRO-CHEMICALS
LIMITED**

(A Govt. of Assam Undertaking Company)

- e) Inform IWAI when assistance is required by the vessel in case of any emergency (such as engine failure, collision with another vessel or vessel running aground) and actual charges will be paid by Assam Petro-Chemicals Ltd. (APL) to IWAI.
- f) Assam Petro-Chemicals Ltd. (APL) envisages transportation of around 60,000 MT per annum of Methanol & Formalin through the Indo - Bangladesh Protocol Route from the Bogibeel, Pandu & Jogighopa Jetty.

3. TENTATIVE COST OF THE PROJECT

The tentative cost of the project as outlined in the detailed description above is INR 400 cr. (Four Hundred crores tentatively).

4. AMENDMENTS

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

5. ASSIGNMENT

Neither of the parties 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 its obligations under this MoU.

6. VALIDITY OF THE RELATIONSHIP

The framework of the MoU would be initially valid for a period of 3 years (Three years). This MoU can be extended by means of an addendum referring to this MoU as the base MoU to set the revised period and terms, if any.

7. FREEDOM OF CONTRACT

The parties declare that they each have the right, power and authority and have taken all action necessary to execute and deliver and to exercise their rights and perform their obligations under this MoU.

8. CONFIDENTIALITY

Each party agrees that it shall not, at any time, after executing the activities of this MoU, disclose any information in relation to these activities or the affairs of business or method of carrying on the business of the other without consent of both parties.

9. RESOLUTION OF DISPUTES

- a) The present MoU will be construed in accordance with the laws of India.


अजय कुमार बंसल
Ajay Kumar Bansal

Page 4 of 6



Rajnesh Gogoi
Managing Director
Assam Petro-Chemicals Ltd.
Namrup

मुख्य अभियंता / Chief Engineer
आ.अ.ज.प्रा. / I.W.A.I.
(पत्तन, पोत परिवहन एवं जलमार्ग मंत्रालय, भारत सरकार)
(Ministry of Ports, Shipping & Waterways, Govt. of India)
ए-13, सेक्टर-1, नोएडा-201301 (उ.प्र.)
A-13, Sector-1, Noida -201301 (U.P.)



**ASSAM PETRO-CHEMICALS
LIMITED**

(A Govt. of Assam Undertaking Company)

- b) In the event of a dispute, controversy or claim arising out of or relating to this MoU, the Parties will use their best efforts to promptly settle such dispute.
- c) Any dispute that is not settled within sixty (60) days from the date a Party has notified the other Party of the nature of the dispute and of the measures that should be taken to rectify it, shall be resolved through consultation between the Executive Heads of the Parties or their duly authorized representatives.
- d) If any term of this MoU is found to be invalid, illegal, or unenforceable, it is the intension of the Parties that the remainder of those MoU will not be affected thereby; provided, however, that no Party's rights under this MoU have been materially adversely affected.
- e) If the dispute is not resolved in spite of the steps and efforts made between the Parties, the dispute shall be referred to a Sole Arbitrator who shall strictly deliver the award within 9 months of completion of pleadings. The Arbitration shall be held in Guwahati. The arbitration laws of India shall apply.


10. 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 of disorder, expropriation, requisition, confiscation. Interference by or restrictions of onerous regulations imposed by civil or military of any other authority, suspension of operations on IBP route in Bangladesh, whether legal or defect, whether purporting to act under some constitution, decree, law of otherwise, act of God fire earthquake, storm, lightening, epidemic, 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 email and telex/ cable/ fax about the existence of such circumstances and in the event and termination of these circumstances, information shall similarly be given.


अजय कुमार बंसल
Ajay Kumar Bansal
मुख्य अभियंता / Chief Engineer
म.अ.ज.प्र. / I.W.A.I.

Page 5 of 6



Rajnesh Gogoi
Managing Director
Assam Petro-Chemicals Ltd.
Namrup

(पत्तन, पोत परिवहन एवं जलमार्ग मंत्रालय, भारत सरकार)
(Ministry of Ports, Shipping & Waterways, Govt. of India)
ए-13, सेक्टर-1, नोएडा-201301 (उ.प्र.)
A-13, Sector-1, Noida -201301 (U.P.)




**ASSAM PETRO-CHEMICALS
LIMITED**

(A Govt. of Assam Undertaking Company)

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 & on behalf of
Assam Petro-Chemicals Ltd.

For & on behalf of
Inland Waterways Authority of India


Rajnesh Gogoi
Managing Director
Assam Petro-Chemicals Ltd.
Namrup


अजय कुमार बंसल
Jay Kumar Bansal
मुख्य अभियंता / Chief Engineer
भा.अ.ज.प्र. / I.W.A.I.

(Authorized Signatory)


(Authorized Signatory)


Name: Rajnesh Gogoi
Designation: Managin Director, APL
Contact No.: 7002583120
Email:
rajneshgogoi@assampetrochemicals.co.in

(संलग्न प्रोत परिचय एवं जलमार्ग मंत्रालय, भारत सरकार)
Ministry of Ports, Shipping & Waterways, Govt of India
ए-13, सेक्टर-1, नोएडा-201301 (उ.प्र.)
Name: **SHRI. A.K. Bansal**
Designation: **Chief Engineer (NER & TEL)**
Contact No.: 98 68 11 03 10
Email: akbansal.iwai@nic.in
Add: Inland Waterways Authority of India
A-13, Jalmarg Bhawan, Sector-1
Noida - 201301

Guwahati - 781005

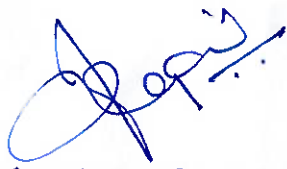
Witness:


1. **PRAMOD KUMAR PRASAD**
(DIRECTOR FINANCE), APL

2. 
S B PAW
Sr. MANAGER (MARKETING)
APL

Witness:

1. 
AHS (TEL)

2. 
JYOTI SHARGARI
Assistant