



**AIR SEPARATION UNIT TO BE DEVELOPED BY BOO PROCESSOR
TO GENERATE OXYGEN AND NITROGEN FOR COAL
GASIFICATION COMPLEX AT BARDHMAN, WEST BENGAL**



COAL GAS INDIA LIMITED (CGIL)

Date 30.04.2026

CORRIGENDUM-IV

NIT NO., : NIT No: PNMM/PC-217/E-002 Dated 31.12.2025

**SUB. : AIR SEPARATION UNIT TO BE DEVELOPED BY BOO PROCESSOR TO
GENERATE OXYGEN AND NITROGEN FOR COAL GASIFICATION COMPLEX
AT BARDHMAN, WEST BENGAL**

This is for information to all Bidders who are willing to participate in the subject NIT, that CORRIGENDUM-IV date 30.04.2026 is being issued and shall be read in conjunction to the NIT and subsequent Amendments issued till date.

*All other terms & conditions of NIT shall be as per original NIT and subsequent Amendment(s).

For & on behalf of
COAL GAS INDIA LIMITED (CGIL)

Ritu Agarwal
30/4/26

(Ms. Ritu Agarwal)
Dy. General Manager & HOD (M.M)
Ph.:+ 91-9717104054
Email: rituagarwal@pdilin.com



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PART I, COMMERCIAL							
	Instruction To Bidders						
1			44.2	CONCILIATION AND ARBITRATION	<p>1.0 CONCILIATION Where invitation for Conciliation has been accepted by the other party, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Arbitration and Conciliation Act, 1996. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall invoke Arbitration Clause. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.</p> <p>2.0 ARBITRATION All issue(s)/dispute(s) excluding the matters that have been specified as excepted matters and listed at clause no. 2.6 and which cannot be resolved through Conciliation, such issue(s)/dispute(s) shall be referred to arbitration for adjudication by Sole Arbitrator.</p>	M	<p>1.0 CONCILIATION Where invitation for Conciliation has been accepted by the other party, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Arbitration and Conciliation Act, 1996. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall invoke Arbitration Clause. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.</p> <p>2.0 ARBITRATION All Issue(s)/ Dispute(s) arising out of or in connection with this Agreement [excluding the matters that have been specified as excepted matters at clause (d)] which cannot be resolved by the Parties through Conciliation, shall:</p>



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					<p>The party invoking the Arbitration shall have the option to either opt for Ad-hoc Arbitration as provided at Clause 2.1 below or Institutionalized Arbitration as provided at Clause 2.2 below, the remaining clauses from 2.3 to 2.7 shall apply to both Ad-hoc and Institutional Arbitration:-</p> <p>2.1 On invocation of the Arbitration clause by either party, CGIL shall suggest a panel of three independent and distinguished persons (Retd Supreme Court & High Court Judges only) to the other party from the Panel of Arbitrators maintained by 'Delhi International Arbitration Centre (DIAC) to select any one among them to act as the Sole Arbitrator. In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication from CGIL suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and CGIL shall appoint the Sole Arbitrator from</p>		<p>(a) be finally settled by arbitration administered by the India International Arbitration Centre ("IIAC") in accordance with the India International Arbitration Centre (Conduct of Arbitration) Regulations ("IIAC Regulations") and the Arbitration and Conciliation Act, 1996 ("the Act") for the time being in force, which regulations are deemed to be incorporated by reference in this clause. It is clarified that in case of any conflict between the IIAC Regulations and the Act, the provisions of the Act shall prevail over the IIAC Regulations.</p> <p>(b) The place, seat and venue of the arbitration shall be Kolkata, India. The Tribunal shall consist of Sole Arbitrator to be appointed with the mutual consent of Parties as provided in (c) below. The law governing the arbitration agreement shall be Indian Law. The language of the arbitration shall be English. The cost (i.e. fees, administrative charges, expenses etc.) of arbitration proceedings shall be determined as per the IIAC Regulations and shall be shared equally between</p>



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					<p>the suggested panel of three Arbitrators for adjudication of dispute(s). The decision of CGIL on the appointment of the sole arbitrator shall be final and binding on the other party. The fees payable to Sole Arbitrator shall be governed by the fee Schedule of ‘Delhi International Arbitration Centre’.</p> <p align="center">OR</p> <p>2.2 If a dispute arises out of or in connection with this contract, the party invoking the Arbitration shall submit that dispute to any one of the Arbitral Institutions i.e ICADR/ICA/DIAC/SFCA and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Supreme Court/High Court Judge to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party</p>	(c)	<p>the Parties.</p> <p>Procedure to be followed by the Parties for appointment of sole arbitrator by mutual consent: On invocation of the Arbitration clause by either party (on making a request for arbitration with the IIAC and/or to the other party), CGIL shall propose 5 (five) names of retired judges of Hon’ble Supreme Court of India and/or Hon’ble High Court from the panel of IIAC to the IIAC and/or the other party and on receipt of names from CGIL, the other party shall accept one name out of such proposed 5 names who shall be appointed as Sole Arbitrator. Where the request for arbitration has been made by the other party, CGIL shall propose such 5 (five) names within a period of 30 (thirty) days from the date of the receipt of such request from the other party.</p> <p>In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication from CGIL</p>



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					<p>invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.</p> <p>2.3 The cost of arbitration proceedings shall be shared equally by the parties.</p> <p>2.4 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be Kolkata, India only.</p> <p>2.5 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at kolkata.</p>		<p>suggesting such proposed 5 names, the right of selection of Sole Arbitrator by the other party shall stand forfeited and the Sole Arbitrator is to be appointed by the Chairperson of IIAC as per the provisions of the IIAC Regulations who shall necessarily be a retired judge of Hon'ble Supreme Court/ High Court.</p> <p>(d) List of excepted matters:</p> <p>(i) Dispute(s)/issue(s) involving claims below Rs. 25 lakhs and above 10 crores.</p> <p>(ii) Dispute(s)/issue (s) relating to indulgence of Suppliers/Vendor/Bidder in corrupt/fraudulent/collusive/coercive practices and the same is under investigation by CBI or Vigilance or any other investigating agency or Government the same shall not be subject matter of arbitration or conciliation mechanism.</p> <p>(iii) Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/GAIL has been made final and binding in terms of the contract.</p>



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					<p>2.6 List of Excepted matters:</p> <p>a) Dispute(s)/issue(s) involving claims below Rs 25 lakhs and above Rs 25 crores.</p> <p>b) Dispute(s)/issue(s) relating to indulgence of Contractor/Boo Processor/Bidder in corrupt/fraudulent/collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.</p> <p>c) Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/CGIL has been made final and binding in terms of the Contract.</p> <p>2.7. Disputes involving claims below Rs 25 Lakhs and above Rs. 25 crores:- Parties mutually agree that dispute(s)/issue(s) involving claims below Rs 25 Lakhs and above Rs 25 crores shall not be subject matter of Arbitration and are subject to the exclusive jurisdiction of the Court(s) situated at Kolkata.</p>		<p>e) Foreign Arbitration The Arbitration and Conciliation Act 1996 has provisions for international commercial arbitration, which shall be applicable if one of the parties has its central management and control in any foreign country.</p> <p>When the contract is with a foreign supplier, the supplier has the option to choose either the Indian Arbitration and Conciliation Act, 1996 or arbitration in accordance with the provisions of the United Nations Commission on International Trade Law (UNCITRAL) arbitration rules. Further, the venue of arbitration should be in accordance with UNCITRAL or arbitration rules of India, whereby it may be in India or in any neutral country.</p> <p>f) Arbitration Awards</p> <p>i) In cases where the CGIL has challenged an arbitral award and, as a result, the amount of the arbitral award has not been paid, 75% of the</p>



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							<p>arbitral award (which may include interest up to date of the award) shall be paid by the CGIL to the contractor/ concessionaire against a Bank Guarantee (BG). The BG shall only be for the said 75% of the arbitral award as above and not for the interest which may become payable to CGIL should the subsequent court order require refund of the said amount.</p> <p>ii) The payment may be made into a designated Escrow Account with the stipulation that the proceeds will be used first, for payment of lenders' dues, second, for completion of the project and then for completion of other projects of CGIL as mutually agreed/ decided. Any balance remaining in the escrow account subsequent to settlement of lenders' dues and completion of projects of CGIL may be allowed to be used by the contractor/ concessionaire with the prior approval of the lead banker and CGIL. If otherwise eligible and subject to contractual provisions, retention money and other amounts withheld may also be released against BG.</p>



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Conditions of Contract							
2		4 of 53		Introduction	New Para added at the beginning of existing Para of introduction.	M	<p>M/s Coal Gas India Limited (CGIL) is setting up a Coal Gasification-Based 80,000Nm³/hr (Stream days: 330) Synthetic Natural Gas Plant through the surface Coal Gasification route. The Effective Synthesis Gas (CO + H₂) required is approximately 3,36,000 Nm³/hr.</p> <p>The execution of the Coal to Synthetic Natural Gas Project shall be undertaken through LSTK and package contractors appointed as Agents of CGIL.</p> <p>Oxygen is an important chemical in the production and stable operation of OWNER's plant, and the primary objective of appointing the BOO OPERATOR is to ensure a round-the-clock supply of oxygen and nitrogen during the operation of OWNER's plant without deviating from the requested/guaranteed quantity, quality and parameters of the product supplies.</p>



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3		20 of 53	10.4	INSTALLATION AND FIRST DELIVERY	When BOO PROCESSOR's Supply System is capable of delivering 1,35,000 Nm ³ /hr. of Oxygen Gas and 39,000 Nm ³ /hr of Gaseous Nitrogen to OWNER for an uninterrupted period of seventy-two (72) hours, BOO PROCESSOR will so notify OWNER in writing, and the date of such notice will be the Notification date for Production Plant readiness. If this Notification date for Production Plant readiness is before agreed Time Schedule, BOO PROCESSOR shall not be eligible for any Prices set forth in Article- 15.0.	M	When BOO PROCESSOR's OPERATOR's Supply System is capable of delivering 1,35,000 1,36,200 Nm ³ /hr. of Oxygen Gas and 39,000 38,000 Nm ³ /hr of Gaseous Nitrogen to OWNER for an uninterrupted period of seventy-two (72) hours, BOO PROCESSOR OPERATOR will so notify OWNER in writing, and the date of such notice will be the Notification date for Production Plant readiness. If this Notification date for Production Plant readiness is before agreed Time Schedule, BOO PROCESSOR OPERATOR shall not be eligible for any Prices set forth in Article- 15.0.
4		37 of 53	25.1	CONSTRUCTION POWER	Construction power shall be arranged by BOO PROCESSOR as required within Package battery limit by providing Temporary DG set of suitable rating. Selection of DG rating and design of required power distribution scheme etc. is included in BOO PROCESSOR scope. BOO PROCESSOR shall take proper written permission from the Engineer-in-Charge before taking any temporary power supply. BOO PROCESSOR will make his own full proof arrangement for temporary distribution.		CGIL will provide construction power at single point on chargeable basis to BOO Operator. Or Construction power shall be arranged by BOO PROCESSOR OPERATOR as required within Package battery limit by providing Temporary DG set of suitable rating. Selection of DG rating and design of required power distribution scheme etc. is included in BOO PROCESSOR OPERATOR scope. BOO PROCESSOR OPERATOR shall take proper written permission from the Engineer-in-Charge before



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					If any hindrance is caused to the other work due to alignment of these temporary power supply lines, the BOO PROCESSOR will re-route the temporary lines at his own cost. BOO PROCESSOR shall submit monthly power consumption along with individual meter reading, which shall be reviewed by PCM/OWNER on regular basis.		taking any temporary power supply. BOO PROCESSOR OPERATOR will make his own full proof arrangement for temporary distribution. If any hindrance is caused to the other work due to alignment of these temporary power supply lines, the BOO PROCESSOR OPERATOR will re-route the temporary lines at his own cost. BOO PROCESSOR OPERATOR shall submit monthly power consumption along with individual meter reading, which shall be reviewed by PCM/OWNER on regular basis.
5		38 of 53	25.2 & 25.4	Construction water:	OWNER shall provide construction water at one point at BOO PROCESSOR's plant Delivery Point on chargeable basis till Mechanical Completion, Subject to availability. However, in case of non-availability of construction water due to any reason BOO PROCESSOR at it's own expenses shall arrange for construction water to keep the progress of construction and no compensation on account of time & cost shall be admissible in such eventuality. 25.4 The above mentioned utilities shall be		OWNER shall provide construction water at one point at BOO PROCESSOR 's OPERATOR 's plant Delivery Point on chargeable basis free of cost till Mechanical Completion, Subject to availability. However, in case of non-availability of construction water due to any reason BOO PROCESSOR OPERATOR at it's own expenses shall arrange for construction water to keep the progress of construction and no compensation on account of time & cost shall be admissible in such eventuality.



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					provided by OWNER free of cost. However, in case of deviation beyond allowable limit of guaranteed ratio, the rates, as set in article-15, will be applied for working out the adjustment amount.		25.4 The above mentioned utilities shall be provided by OWNER free of cost. However, in case of deviation beyond allowable limit of guaranteed ratio, the rates, as set in article-15, will be applied for working out the adjustment amount. The referred clause 25.4 stands deleted
6		39 of 53	26.2	PRICE REDUCTION CLAUSE	For any delay in First delivery of Oxygen gas OR Nitrogen gas OR both beyond the contractual date for commencement of supply of Oxygen Gas OR Nitrogen gas OR both, BOO PROCESSOR shall pay to OWNER Price reduction at the rate of 1/8 % (one eighth percent) for each completed week or part thereof, subject to a maximum 5% (five percent) of the fixed Monthly charge quoted by bidder for 7.5 (seven and half) years.	M	For any delay in First delivery of Oxygen gas OR Nitrogen gas OR both beyond the contractual date for commencement of supply of Oxygen Gas OR Nitrogen gas OR both not attributable to OWNER , BOO PROCESSOR OPERATOR shall pay to OWNER Price reduction at the rate of 1/8 % (one eighth percent) for each completed week or part thereof, subject to a maximum 5% (five percent) of the fixed Monthly charge quoted by bidder for 7.5 (seven and half) years.



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7		46 of 53	31.7	FORCE MAJEURE	In the event that Production in BOO PROCESSOR's Production Plant or OWNER plant is suspended on account of Force majeure, the duration of Agreement shall be extended by such period as mutually agreed between OWNER and BOO PROCESSOR so that BOO PROCESSOR can recover the shortfall in Fixed Monthly Charges due to such Force Majeure , provided that the Agreement is not terminated as a result of such Force majeure in accordance with the provisions of the Agreement.	M	In the event that Production in BOO OPERATOR's Production Plant or OWNER plant is suspended on account of Force majeure, the duration of Agreement shall be extended by such period as detailed below so that BOO OPERATOR can recover the shortfall in Fixed Monthly Charges due to such Force Majeure , provided that the Agreement is not terminated as a result of such Force majeure in accordance with the provisions of the Agreement. a) Force Majeure occurred in Accounting Years1-5: 3 days extension for each day's of Force majeure b) Force majeure occurred in the Accounting Years 6-13: 2 day's extension for each day of Force majeure c) Force majeure occurred in the Accounting Years 14-25: 1 day's extension for each day of Force majeure



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8		50 of 53	43.1	CONTRACT DOCUMENTS	<p>The following documents shall constitute the Contract documents, namely:</p> <p>a) Contract Agreement & Land Lease Agreement b) The Notification of Award/Letter of Award. c) The Detailed Letter of Acceptance (DLOA) including Statement of Agreed Variations, if any, and accepted Price-Schedule. d) Amendments, if any, issued to the Bidding Documents. e) Original Bidding Documents issued with its enclosures. f) Integrity Pact (IP) signed between the Owner and the Bidder/Contractor</p> <p>To the extent there is any conflict between the above-mentioned documents, the terms of the Conditions of Agreement shall govern.</p>	M	<p>The following documents shall constitute the Contract documents, namely:</p> <p>a) Contract Agreement & b) The Notification of Award/Letter of Award. c) The Detailed Letter of Acceptance (DLOA) including Statement of Agreed Variations, if any, and accepted Price-Schedule. d) Amendments, if any, issued to the Bidding Documents. e) Drawings f) Technical Specification g) Conditions of Contract h) Instruction to Bidders. i) Integrity Pact (IP) signed between the Owner and the Bidder/Contractor j) Any Other Document</p> <p>To the extent there is any conflict between the above-mentioned documents, the Terms of the and Conditions of Contract Agreement shall govern.</p>