



**COAL GASIFICATION PLANT FOR GENERATING
SYNTHETIC NATURAL GAS (SNG) AT BARDHAMAN,
WEST BENGAL (INDIA)**

COAL GAS INDIA LIMITED (CGIL)



Date 21.05.2026

CORRIGENDUM-XII

NIT NO., : PNMM/PC-217/E/001 DATED 10.10.2025

**SUB. :COAL GASIFICATION PLANT FOR GENERATING SYNTHETIC NATURAL GAS
(SNG) AT BARDHAMAN, WEST BENGAL (INDIA)**

This is for information to all Bidders who are willing to participate in the subject NIT, that CORRIGENDUM-XII date 21.05.2026 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
21/5/26

(Ms. Ritu Agarwal)
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| Sl. No. | Reference of Bidding Document | | | | Existing Clause | Modification | Amended Clause |
|-------------------------------|-------------------------------|----------|------------|-------------------------------------|--|--------------|--|
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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> <p>(a) be finally settled by arbitration administered by</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 the suggested panel of three Arbitrators for</p> | | <p>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 the Parties.</p> |



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| | | | | | <p>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 invoking the Arbitration for reference of dispute</p> | | (c) 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. 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 such proposed 5 names, the right of selection of Sole Arbitrator by the other party |



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CORRIGENDUM-XII (Commercial) Dated 21.05.2026



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| | | | | | <p>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>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> |
| | | | | | 2.3 The cost of arbitration proceedings shall be shared equally by the parties. | | (d) List of excepted matters: (i) Dispute(s)/issue(s) involving claims below Rs. 25 lakhs and above 10 crores. |
| | | | | | 2.4 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be Kolkata, India only. | | (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. |
| | | | | | 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. | | (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. |
| | | | | | 2.6 List of Excepted matters: | | |



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| | | | | | <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</p> <p>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 arbitral award (which may include interest up to</p> | |



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| | | | | | | | <p>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> |