

Amendment-1 to RFP (Corrigendum No.2 Dated 10.06.2025)

Name of Work : RFP for “Operation & Maintenance of DFCCIL’s RGM Formation and RIV Machine including supply of spares and other items for 12 years within DFCCIL Network.”

NIT No.: HQEN-TEC-RGM-RIV-OM-12Y/33092R dated 23.05.2025

S.No	RFP Clause	Original Provision of RFP	Amended Provision of RFP
1.	1 st Para of NIT Generated on IREPS	GM/TECHNICAL/DFCCIL/CO acting for and on behalf of The President of India invites E-Tenders against Tender No.HQENTEC-RGMRIVOM12Y 33092R Closing Date/Time 26/06/2025 15:00 Hrs. Bidders will be able to submit their original/ revised bids upto closing date and time only. Manual offers are not allowed against this tender, and any such manual offer received shall be ignored.	GM/TECHNICAL/DFCCIL/CO acting for and on behalf of The Managing Director, DFCCIL invites E-Tenders against Tender No.HQENTEC- RGMRIVOM12Y33092R Closing Date/ Time 26/06/2025 15:00 Hrs. Bidders will be able to submit their original/revised bids upto closing date and time only. Manual offers are not allowed against this tender, and any such manual offer received shall be ignored
2.	New Note No. 14 of Chapter I (NIT of RFP)	-	LANGUAGE OF BID: The Bid, as well as all correspondence and document(s) relating to the bid exchanged by the Bidder and the DFCCIL, shall be written in English.”
3.	Clause 4 of Chapter- II (SOR)	Order of preference (higher to lower) for interpretation of different clauses in the tender/contract document is as under: - (a) Contract Agreement (b) Letter of Award (c) Schedule of Items, Rates & Quantities (d) Special Conditions of Contract (e) Terms of Reference (TOR) of this RFP (f) Technical specification of DFCCIL RGM Formation and RIV (g) General Conditions of Contract (h) Schedule of Dimension of DFCCIL (i) G & S R of DFCCIL (j) OEM RGM and RIV Operation manual, (k) OEM RGM and RIV Maintenance Manual and other Manuals (l) DFC Railroad Manual	Order of preference (higher to lower) for interpretation of different clauses in the tender/contract document is as under: - a) Contract Agreement (b) Letter of Award (c) Schedule of Items, Rates & Quantities (d) Chapter II Schedule of Requirements (SOR) (e) Special Conditions of Contract (f) Terms of Reference (TOR) of this RFP (g) Technical specification of DFCCIL RGM Formation and RIV (h) Chapter III Preamble and General Instructions to Tenderers (ITT) (i) General Conditions of Contract (j) Schedule of Dimension of DFCCIL (k) G & S R of DFCCIL (l) OEM RGM and RIV Operation manual,

		(m) Indian Railway Track Machine Manual	(m) OEM RGM and RIV Maintenance Manual and other Manuals (n) DFC Railroad Manual (o) Indian Railway Track Machine Manual
4.	Clause 6.2 Chapter- II (SOR)	Bidder/Tenderer shall submit list of Trained Manpower from M/s Loram Maintenance of Way, Inc, USA whom bidder has planned to deploy for Operation and Maintenance of RGM Formation/RIV duly enclosing training details of manpower certified by M/s Loram Maintenance of Way, Inc, USA in enclosed Form- MPD. However selected bidder will be permitted by DFCCIL to replace any initially proposed manpower (after award of work) on case-to-case basis after approval of contract signing Authority from DFCCIL side.	Bidder/Tenderer shall submit list of Trained Manpower from M/s Loram Maintenance of Way, Inc, USA whom bidder has planned to deploy for Operation and Maintenance of RGM Formation/RIV duly enclosing training details of manpower certified by M/s Loram Maintenance of Way, Inc, USA in enclosed Form- MPD . However selected bidder will be permitted by DFCCIL to replace any initially proposed manpower (after award of work) on case-to-case basis after approval of Dy. CPM/TM or equivalent rank official of DFCCIL field unit
5.	Clause 6.8 (d) of SOR	Not open for acceptance for a minimum period of 120 days from the due date of opening of bid and Bid Security is not valid for 180 days	Not open for acceptance for a minimum period of 120 days from the due date of opening of bid and Bid Security is not valid for 210 days
6.	Clause 1.3.1 (vii) Chapter- III (ITT)	Clause 1.3.1 (vii) Chapter- III (ITT) O & M Works are to be executed anywhere in the jurisdiction of DFCCIL and the O & M contractor shall be bound to execute the work without any extra cost. In exceptional circumstances RGM consist plus RIV may be asked to Operate on Indian Railway network with reimbursement of all associated additional cost (including but not limited to insurance, G&SR training cost, transportation of spares, movement of manpower including OEM's visit, data formatting & importing, etc.) by DFCCIL	Clause 1.3.1 (v) Chapter- III (ITT) O & M Works are to be executed anywhere in the jurisdiction of DFCCIL and the O & M contractor shall be bound to execute the work without any extra cost. In exceptional circumstances RGM consist plus RIV may be asked to Operate on Indian Railway network with reimbursement of all associated additional cost (including but not limited to insurance, G&SR training cost, transportation of spares, movement of manpower including OEM's visit, data formatting & importing, etc.) by DFCCIL. In case RGM formation is planned for grinding outside DFCCIL network then intimation for the same will be given at least 90 days in advance.
7.	Clause 1.3.13(i) (A) (a) Chapter- III (ITT)	Bidder/Tenderer shall submit list of Trained Manpower from M/s Loram Maintenance of Way, Inc, USA whom bidder has planned to deploy for Operation and Maintenance of RGM Formation/RIV duly enclosing training details of manpower certified by M/s Loram Maintenance of Way, Inc, USA in enclosed Form- MPD . However selected bidder will be permitted by DFCCIL to replace any initially proposed manpower (after award of work) on case-to-case basis after approval of contract signing Authority from DFCCIL side.	Bidder/Tenderer shall submit list of Trained Manpower from M/s Loram Maintenance of Way, Inc, USA whom bidder has planned to deploy for Operation and Maintenance of RGM Formation/RIV duly enclosing training details of manpower certified by M/s Loram Maintenance of Way, Inc, USA in enclosed Form- MPD . However selected bidder will be permitted by DFCCIL to replace any initially proposed manpower (after award of work) on case-to-case basis after approval of Dy. CPM/TM or equivalent rank official of DFCCIL field unit

8.	1.3.18.1 of Chapter –III (ITT)	Complete and exhaustive list of OEM spare parts with due consultation of OEMs (M/s LORAM, USA, M/s Titagarh Rail Systems Limited, Kolkata, India and M/s SAN Engineering and Locomotive Co. Ltd, Bengaluru, India) for DFCCIL RGM Formation and RIV, classified into following categories shall be furnished by the Bidder:	Complete and exhaustive list of OEM spare parts in due consultation of OEMs (M/s LORAM, USA) for DFCCIL RGM Formation and RIV, classified into following categories shall be furnished by the Bidder:
9.	Clause 1.3.18.2 Chapter- III (ITT)	All items of RGM Formation and RIV have to be classified under following Main Heads separately for RGM Formation and RIV in due consultation with OEMs (M/s Loram Maintenance of Way, Inc, USA, M/s Titagarh Rail Systems Limited, Kolkata, India and M/s SAN Engineering and Locomotive Co. Ltd, Bengaluru, India):	All items of RGM Formation and RIV have to be classified under following Main Heads separately for RGM Formation and RIV in due consultation with OEMs (M/s Loram Maintenance of Way, Inc, USA).
10.	Clause 1.3.18.3 Chapter- III (ITT)	RGM formation (RGI-11 Series) and RIV (121-Series) of M/s Loram Maintenance of Way, Inc , USA are required to be serviceable and operational round the clock for which reserve/inventory of various parts depending on lead time of procurement is essential to minimize the breakdown and the proposed inventory items in required quantity are to be procured immediately after the award of work. Care must be exercised by Bidders during deciding the inventory items/levels that none of planned inventory items becomes non usable depending on self-life of that part. For this Bidders have to propose Inventory yardstick with due consultation with OEMs (M/s Loram Maintenance of Way, Inc, USA) of RGM Formation and RIV in following format (Form – 3A) and has to submit the same with Technical Bid by Bidder:	RGM formation (RGI-11 Series) and RIV (121-Series) of M/s Loram Maintenance of Way, Inc , USA are required to be serviceable and operational round the clock for which reserve/inventory of various parts depending on lead time of procurement is essential to minimize the breakdown and the proposed inventory items in required quantity are to be procured immediately after the award of work. Care must be exercised by Bidders during deciding the inventory items/levels that none of planned inventory items becomes non usable depending on self-life of that part. The original inventory levels (submitted at bid stage) can be updated based on operational necessities during the currency of contract after approval of Dy. CPM/TM or equivalent rank official of DFCCIL field unit on written request of selected Bidder. For this Bidders have to propose Inventory yardstick with due consultation with OEMs (M/s Loram Maintenance of Way, Inc, USA) of RGM Formation and RIV in following format (Form – 3A) and has to submit the same with Technical Bid by Bidder:
11.	Sub heading of Col. No 2 of table of Clause 1.3.18.3 Chapter- III (ITT)	Name of Rolling stock (Front Car, GC, Camp Coach, water car., RIV)	Name of Machine (RGM plus RIV)
12.	Clause 2 (2) Chapter – IV	If a work is transferred from the jurisdiction of one DFCCIL unit to another DFCCIL unit or to a Project Authority/DFCCIL or vice versa	If a work is transferred from the jurisdiction of one DFCCIL unit to another DFCCIL unit or to a Project Authority/DFCCIL or vice versa while contract is

	(GCC)	while contract is in subsistence, the contract shall be binding on the Contractor and the Successor DFCCIL unit/Project in the same manner & take effect all respects as if the Contractor and the Successor DFCCIL unit/Project were parties there to from the inception and the corresponding officer or the Competent Authority in the Successor DFCCIL unit/Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor DFCCIL unit/Project under the original contract/agreement entered into	in subsistence, the contract shall be binding on the Contractor and the Successor DFCCIL unit/Project in the same manner & take effect all respects as if the Contractor and the Successor DFCCIL unit/Project were parties there to from the inception and the corresponding officer or the Competent Authority in the Successor DFCCIL unit/Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor DFCCIL unit/Project under the original contract/agreement entered into. A three months' notice and adequate time frame would be provided to the Contractor for movement of stores to new designated mother/satellite depots. Any expenses on account of such change in jurisdiction would be reimbursable by DFCCIL on actuals.
13.	Clause 7 Chapter – IV (GCC)	Assignment or subletting of contract: Not applicable for this work.	Assignment or subletting of contract: Only in case of Rail Life Analysis services, IOH/POH services, technical support services etc. assignment or subletting of contract would be permitted
14.	Clause 19 (2) Chapter – IV (GCC)	Setting out of works: The existing sectional features/GMT data etc of track will be provided by DFCCIL. Rail profile is to be recorded by O & M Contractor by RIV and analyses of recorded data to be done by O & M Contractor and accordingly rail grinding has to be done with aim to achieve 80% GQI value as mentioned in this tender. The contractor provides all facilities like labour and instruments and shall co- operate with the Engineer's representative to check the quality of work done. Such checking shall not absolve the contractor of his own responsibility of maintaining accuracy in the work	Redesignated as Clause No 19 (3) Setting out of works: The existing sectional features/GMT data etc of track will be provided by DFCCIL. Rail profile is to be recorded by O & M Contractor by RIV and analyses of recorded data to be done by O & M Contractor and accordingly rail grinding has to be done with aim to achieve 80% GQI value. The minimum value of GQI aimed to be achieved is 80% for which it may take up to 2 to 3 grinding cycles to reach this value depending on the initial GQI value of the section as DFCCIL has embarked on preventive-gradual grinding process. The contractor provides all facilities like labour and instruments and shall co- operate with the Engineer's representative to check the quality of work done. Such checking shall not absolve the contractor of his own responsibility of maintaining accuracy in the work.
15.	Clause 23 Chapter – IV (GCC)	Working during night: The Contractor have to arrange lightning arrangement for night working of track machines. If the Engineer decides for night working as per availability of blocks, he may order the same without confirming any right on the Contractor for claiming any extra payment for the same.	Working during night: The Contractor have to arrange lightning arrangement for night working of track machines. If the Engineer decides for night working as per availability of blocks, he may order the same without confirming any right on the Contractor for claiming any extra payment for the same. There may be situation where the visibility will drop to a few meters only. In such scenarios the following precautions may be taken: i) During times of low visibility, blocks may be planned during the day instead of the night. This would help increase the chance of visibility of track during grinding.

			ii) Grinding in the forward direction: By ensuring grinding in the forward direction in the first pass, the possibility of the grinding operators' making errors, due to lack of sight, would be reduced. As this is a multi-pass machine, ensuring safety while grinding is critical and the first pass could be planned in forward working.
16.	Clause 46A.7 (iv) Chapter- IV (GCC)	<p>All items of Schedule B and Schedule- C of Form -4, the PVC will be calculated with following Formula:</p> $P = Po/100 \{15 + 85 \times (W1/W2)\}$ <p>Whereas P = Escalated/De-escalated Price of item Po= Original accepted rate of SOR item W1 = Average of (3 months of the quarter under consideration) of accepted cost escalation index. (WPI which O & M contractor has quoted during bidding will be taken for this purpose) W2 = Accepted cost escalation index of the Base month. (WPI which O & M contractor has quoted during bidding will be taken for this purpose)</p>	<p>All items of Schedule B and Schedule- C of Form -4, the PVC will be calculated with the following Formula:</p> $P = Po/100 \{15 + A \times (W1/W2) + B \times (W3/W4) + C \times (W5/W6)\}$ <p>Whereas P = Escalated/De-escalated Price of item Po= Original accepted rate of SOR item W1, W3, W5 = Average of (3 months of the quarter under consideration) of accepted cost escalation index. (WPI which O & M contractor has quoted during bidding will be taken for this purpose) W2, W4, W6 = Accepted cost escalation index of the Base month. (WPI which O & M contractor has quoted during bidding will be taken for this purpose) A = weightage proposed for W1 and W2 indices. B = weightage proposed for W3 and W4 indices. C = weightage proposed for W5 and W6 indices. Such that A + B + C = 85</p>
17.	A new Spl Note No iii) below clause 46A.8 of Chapter – IV (GCC)	-	<p>New Spl Note No (3)</p> <p>When any indices is excluded/discontinued by Office of Economic Advisor (OEA) from the WPI series and corresponding new index is introduced by OEA then, PVC will be calculated with updated/new indices.</p>
18.	Clause 46A.11 Chapter – IV (GCC)	For imported components in addition to the PVC, the accepted rates of items will also be adjusted for foreign exchange (issued by Central Board of Indirect Taxes and Customs, Dept of Revenue, MoF, GOI increase/decrease between tender opening date and the date (import billing invoice date) of supplied material to DFCCIL.	For imported components in addition of PVC, the accepted rates of item will also be adjusted for foreign exchange rate (issued by Central Board of Indirect Taxes and Customs, Dept. of Revenue, MoF, GOI corresponding to import rates) increase/decrease between tender opening date and the date (import billing invoice date) of supplied material to DFCCIL.

19.	Clause 64 (3) (a) of Chapter – IV (GCC)	<p>In cases where the total value of all claims in question added together does not exceed ₹1,00,00,000/- (Rupees One Crore), the Arbitral Tribunal shall consist of a Sole Arbitrator from the List of Empaneled Arbitrators, nominated by the MD/DFCCIL. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by MD/ DFCCIL.</p>	<p>The Arbitral Tribunal shall consist of a panel of three arbitrators. MD/DFCCIL will appoint two arbitrators, one DFCCIL nominee and other from among the contractor's nominees. Contractor can recommend his nominee either from approved panel of DFCCIL or from approved panel of Indian Council of Arbitration (ICA) within 30 days from the date of dispatch of approval of written and valid acceptance of demand for arbitration by the MD/DFCCIL.</p> <p>64.(3)(a)(i):</p> <p>If contractor wants to choose his nominee from DFCCIL panel, the DFCCIL will send a panel of at least four names of empaneled Arbitrators to work as Arbitrator within 30 days from the day when a written and valid demand for arbitration received by the MD/DFCCIL. The contractor will be asked to suggest to MD/DFCCIL at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by DFCCIL. The MD/DFCCIL shall appoint at least one out of them as the Contractor's nominee within 30 days from the receipt of the names of Contractor's nominees. The DFCCIL panel shall be provided free of cost to the contractor.</p> <p>64.(3)(a)(ii)</p> <p>If contractor wants to choose his nominee from Indian Council of Arbitration panel, Contractor will send at least 2 names of Arbitrators from the ICA panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by DFCCIL. The DFCCIL shall appoint at least one of them as the Contractor's nominee within 30 days from the receipt of the names of Contractor's nominee. Nomination and appointment of arbitrators from ICA panel shall be as per the ICA Rules for Domestic Commercial Arbitration and amended from time to time. Some general guidelines of ICA Rules for Domestic Commercial Arbitration are as under:</p> <ul style="list-style-type: none"> i. Contractor may access the ICA's panel of arbitration through ICA's official webpage: ii. A formal request for nomination shall be submitted to ICA by Contractor, accompanied by:
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20.	64.(3)(b) of Chapter – IV (GCC)	In cases not covered by the Clause 64(3)(a), the Arbitral Tribunal shall consist of a panel of three members, as the arbitrators. For this purpose, a broad based panel of Arbitrators shall be maintained in DFCCIL corporate office, New Delhi. The panel, which shall not be less than 5 members, shall be sent by CGM/GM DFCCIL to the Contractor to nominate one member of Arbitral Tribunal from the Panel as Contractor's Nominee within 2 weeks of receipt of the panel. On receipt of Contractor's Nominee, the MD/DFCCIL shall nominate one member from the same panel as DFCCIL nominee for the Arbitral Tribunal. Both above nominees shall jointly select Presiding Arbitrator of the Arbitral Tribunal from the same panel.	Two selected arbitrators are free to select the presiding arbitrator (3rd arbitrator) within thirty (30) days from the date of their appointment. The presiding arbitrator may be selected from approved panel of DFCCIL or approved panel of Indian Council of Arbitration (as per mutual agreement), which will be approved by MD/DFCCIL. MD/DFCCIL shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of all the three arbitrators.
21.	64.3(c)(iii) of Chapter – IV (GCC)	While appointing arbitrator(s) under Sub-Clause 64.(3)(a) & 64.(3)(b) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as DFCCIL/Railway servant(s) expressed views on all or any of the matters under dispute or differences. A certification to this shall be taken from Arbitrators also. The proceedings of the Arbitral tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.	<p>(i) Qualification of DFCCIL Empanelled Arbitrator (s):</p> <p>(a) Retired Railway/DFCCIL Officers not below SA Grade/E8 level, one year after his date of retirement.</p> <p>(b) Age of arbitrator at the time of appointment shall be below 70 years.</p> <p>(c) Persons not involved in any current vigilance/CBI cases or against whom disciplinary or prosecution proceedings are not in process.</p> <p>(d) Persons who had not been imposed a major penalty or two or more minor penalties or against whom administrative action has not been taken three times or more or</p> <p>(e) Persons who have not been imposed one minor Penalty and against whom two administrative actions have not been taken as a result of vigilance/CBI action while in service on Railways/DFCCIL.</p> <p>(ii) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.</p>

			(iii) While appointing arbitrator(s) under Sub-Clause 64.(3)(a) & 64.(3)(b) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as DFCCIL/Railway servant(s) expressed views on all or any of the matters under dispute or differences. A certification to this effect as per Form- 29 shall be taken from the Arbitrators also. The proceedings of the Arbitral tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.
22.	64 (4) of Chapter – IV (GCC)	In case of the Tribunal, comprising of 3 members, any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail	Any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail
23.	64 (6) of Chapter – IV (GCC)	The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by DFCCIL from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at Annexure-IV to these conditions after/ while referring these disputes to Arbitration. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by DFCCIL from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the DFCCIL or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.	The cost of arbitration shall be borne by the respective parties. If all the three arbitrators are selected from the DFCCIL Panel, the fee of the arbitrators shall be determined as per the rates fixed/revised by DFCCIL from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at Form -30 to these conditions after/ while referring these disputes to Arbitration. However, if any of the three arbitrators is selected from the Panel of Indian Council of Arbitration (ICA), the fee of the arbitrators shall be determined as per the rates fixed/revised by the Indian Council of Arbitration from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at Form -29 (new) to these conditions after/ while referring these disputes to Arbitration.
24.	64 (9) of GCC	The Arbitrator Fee will be governed by latest Fee structure for emplaned DFCCIL arbitrators.	Deleted.
25.	Clause 6 of Chapter V (TOR)	A comprehensive List of machine spare parts (in Form - 3B) and consumables (Form – 3C) of RFP on best assessment basis to be submitted by the Bidders in Financial Bid . All Machine spare parts and consumables, mentioned in the comprehensive list, shall be procured	A comprehensive List of Consumables (only various type of Oils (except HSD), Lubricants, Filters and Breathers in Form - 3B format (except Price) and comprehensive List of Spare parts of RGM & RIV including consumables which are not covered in above Schedule-B in Form – 3C (except rates) of RFP on best

		<p>and brought to DFCCIL Premises at designated place (depot) as per inventory yard stick submitted by Bidder. The newly procured machine spares and released after replacement components shall be the property of DFCCIL. Transportation of machine Spares to the machine from DFCCIL Depot and vice-versa will be the responsibility of O&M Contractor. All taxes (excluding GST) and other duties levied on transportation of issued materials will be reimbursed on production of invoices. The designate mother depot will be New Dadri and satellite locations will be at New Manauri and New Saradhana.</p>	<p>assessment basis to be submitted by the Bidders in Technical offer duly authenticated by OEM of Machine. All Machine spare parts and consumables, mentioned in the comprehensive list, shall be procured and brought to DFCCIL Premises at designated place (depot) as per inventory yard stick submitted by Bidder. The newly procured machine spares and released after replacement components shall be the property of DFCCIL. Transportation of machine Spares to the machine from DFCCIL Depot and vice-versa will be the responsibility of O&M Contractor. All transportation-related expenses such as octroi, state entry taxes, and other statutory levies (excluding GST) incurred during the movement of DFCCIL's materials shall be reimbursed by DFCCIL at actuals upon submission of valid supporting receipts/invoices. In addition, if the transportation vehicle is retained on standby for more than six (6) hours at either end due to reasons attributable to DFCCIL, a retention charge of INR 1,000 per hour shall be payable by DFCCIL to the O&M Contractor.</p> <p>Furthermore, any penalties, fines, or duties imposed by state or central government authorities arising from delays, documentation errors, or actions attributable to DFCCIL shall be borne by DFCCIL. It shall be the responsibility of DFCCIL to ensure timely provision of all necessary documentation including, but not limited to, delivery challans, e-Way bills, transit permits, and gate passes to facilitate the seamless movement of goods between the depot and machine locations.</p>
26.	Clause 15 i) of Chapter V (TOR)	<p>MiniProf: Contractor has to supply 2 numbers of software compatible with DFCCIL's MINIPROF for comparing the actual measured profile wrt standard profile of DFCCIL Rails used in EDFC and WDFC for DFCCIL internal use for which no extra payment shall be made. The License fee for the same has to be paid by O & M Contractor for entire duration of O & M Contract.</p>	<p>MINIPROF – MINIPROF is an equipment to measure the profile of the railhead to the accuracy of 0.054 mm. This is contact type rail profile measuring system. It is also used to compare the post grind profile to the target profile to assess the appropriateness of the grinding parameters. O & M Contractor has to supply 2 numbers of software compatible with DFCCIL's MINIPROF for comparing the actual measured profile wrt standard profile of DFCCIL Rails used in EDFC and WDFC for DFCCIL internal use. The License fee for the same has to be arranged by O & M Contractor for entire duration of O & M Contract.</p>

27.	Note below Clause 15 of Chapter V (TOR)	2 Numbers of each equipments mentioned at above item No. ii) to vi) are to be supplied to DFCCIL within one month of award of this work for which no extra payment shall be made to O & M Contractor	2 Numbers of each equipments mentioned at above item No. i) to vi) are to be supplied to DFCCIL within one month of award of this work for which the Bidder would quote separately for these items at no. (i) to (vi) under financial bid as an optional supply.
28.	Clause 17.6 of Chapter V (TOR)	Normally 6 measuring points are established at three locations at interval of 80 – 100 m distance at each test site. In addition of same, at each test site location in 100 m stretch Rail Grinding shall not to be done and permanent 6 measuring point (3 on left and 3 on Right rail) to be marked and Rail wear, DGR and DPT test needs to be measured/done as and when being done in designated test point location before actual rail grind of every cycle all 18 Test sites of EDFC and WDFC.	Normally 6 measuring points are established at three locations at interval of 80 – 100 m distance at each test site. In addition of same, at each test site location in 100 m stretch Rail Grinding shall not to be done and permanent 6 measuring point (3 on left and 3 on Right rail) to be marked and Rail wear , DGR and DPT test needs to be measured/done as and when being done in designated test point location before actual rail grind of every cycle all 18 Test sites of EDFC and WDFC. However, rail/weld failures USFD testing are to be measured/monitored and analysed by DFCCIL directly.
29.	Clause 18 of Chapter V (TOR)	DFCCIL had to implement rail grinding services (including rail-wheel interface studies) on DFC entire network Tracks. Such rail-wheel studies are a continuous process requiring techno-commercial analysis of existing wheel and rail profiles. As part of this tender, Rail Life Extension Analysis Services are required and thus forms part of the O&M Contract. Rail Life Extension Analysis has to be done by O & M Contractor under the active support, supervision & training provided by OEM (M/s Loram, USA). Rail life extension Analysis has to be done in 4 years period after award of the work to successful bidder. The following items are included as part of this service:	DFCCIL had to implement rail grinding services (including rail-wheel interface studies) on DFC entire network Tracks. Such rail-wheel studies are a continuous process requiring techno-commercial analysis of existing wheel and rail profiles. As part of this tender, Rail Life Extension Analysis Services are required and thus forms part of the O&M Contract. One time Rail Life Extension Analysis has to be done by O & M Contractor under the active support, supervision & training provided by OEM (M/s Loram, USA). Rail life extension Analysis has to be done in 4 years period after award of the work to successful bidder. The following items are included as part of this service:
30.	Clause 26 Of Chapter V (TOR)	In case, DFCCIL goes for 3rd party audit of Rail Life Extension Analysis submitted by Bidder for its adequacy, in that case O & M contractor has to provide all data in the form needed by 3rd Party for checking the adequacy of Rail Life Extension Analysis submitted by Bidder. The cost of arranging data for 3rd part is included in the rate of schedule F of SOR of this RFP.	In case, DFCCIL goes for 3rd party audit of Rail Life Extension Analysis submitted by Bidder for its adequacy, in that case O & M contractor has to provide all data collected by O&M Service Provider at the time of Rail Life Analysis to 3rd party for checking the adequacy of Rail Life Extension Analysis submitted by Bidder.

31.	Clause 27 Of Chapter V (TOR)	O&M Contractor shall arrange 4 weeks Training to 4 personals of DFCCIL in OEM (M/S Loram, USA) premises. The cost of Visa Support Letter, Local Transportation (Hotel to OEM Premises), Training Material and Resources, Site visit and costs related to transport to sites and intercity travels related to training are included in O & M contractor's scope. Cost related to Visa Application Process & Visa Application Fee, Travel from India to USA (i.e. hotel nearest to OEM's premises) and back, Boarding and Lodging, Incidentals (Local Travel, Communication, etc.) are to be borne by DFCCIL.	O&M Contractor shall arrange 4 weeks Training to 4 personals of DFCCIL in OEM (M/S Loram, USA) premises one time. The cost of Visa Support Letter, Local Transportation (Hotel to OEM Premises), Training Material and Resources, Site visit and costs related to transport to sites and intercity travels related to training are included in O & M contractor's scope. Cost related to Visa Application Process & Visa Application Fee, Travel from India to USA (i.e. hotel nearest to OEM's premises) and back, Boarding and Lodging, Incidentals (Local Travel, Communication, etc.) are to be borne by DFCCIL
32.	Clause 1.2 of Chapter VI (SCC)	In case of any difference, contradiction, discrepancy, with regard to Conditions of tender/contract, Specifications, Bill of quantities etc., forming part of the tender/contract, the following shall be the order of precedence: (a) Contract Agreement (b) Letter of Award (c) Schedule of Items, Rates & Quantities (d) Special Conditions of Contract (e) Terms of Reference (TOR) of this RFP (f) Technical specification of DFCCIL RGM Formation and RIV (g) General Conditions of Contract (h) Schedule of Dimension of DFCCIL (i) G & S R of DFCCIL (j) OEM RGM and RIV Operation manual, (k) OEM RGM and RIV Maintenance Manual and other Manuals (l) DFC Railroad Manual (m) Indian Railway Track Machine Manual	In case of any difference, contradiction, discrepancy, with regard to Conditions of tender/contract, Specifications, Bill of quantities etc., forming part of the tender/contract, the following shall be the order of precedence: (a) Contract Agreement (b) Letter of Award (c) Schedule of Items, Rates & Quantities (d) Chapter-II Schedule of Requirements (SOR) (e) Special Conditions of Contract (f) Terms of Reference (TOR) of this RFP (g) Technical specification of DFCCIL RGM Formation and RIV (h) Chapter-III Preamble and General Instructions to Tenderers (ITT) (i) General Conditions of Contract (j) Schedule of Dimension of DFCCIL (k) G & S R of DFCCIL (l) OEM RGM and RIV Operation manual, (m) OEM RGM and RIV Maintenance Manual and other Manuals (n) DFC Railroad Manual (o) Indian Railway Track Machine Manual
33	New clause named 1.5 (a) (xxvii) in chapter VI (SCC)	-	If any of the worker deployed by the Contractor in DFCCIL indulges in theft or any illegal/irregular activities, misconduct, the Contractor will take appropriate action as per law and rules against its erring worker in consultation with DFCCIL and intimate the action taken to DFCCIL.
34.	Clause 1.6.5 Chapter – VI	O & M Contractor shall provide adequate and appropriate security at their disposal to protect and preserve the RGM Formation/RIV	O & M Contractor shall provide adequate and appropriate security at their disposal to protect and preserve the RGM Formation/RIV Machines from anti-

	(SCC)	Machines from anti- social elements especially in insurgency defined areas, where the machine may be required to operate from time to time for which O & M Contractor shall arrange Insurance for RIV/RGM formation and the cost of same will be reimbursed by DFCCIL on production of Premium payment receipts on time to time.	social elements especially in insurgency defined areas to the extent of being the “eyes & ears” and inform DFCCIL about any security related incidents/accidents or vandalism, arson and thefts etc., where the machine may be required to operate from time to time for which O & M Contractor shall arrange Insurance for RIV/RGM formation and the cost of same will be reimbursed by DFCCIL on production of Premium payment receipts on time to time. As a facilitative measure, an additional facilitation charge of 1% over and above the premium would be paid by DFCCIL to cover coordination, administrative and service-related expenses.
35.	Clause 1.6.6 of Chapter-VI (SCC)	The manpower employed by the O & M contractor shall have no right, whatsoever, for any appointment in the DFCCIL in temporary/adhoc/ daily wages/ regular capacity on the basis of their work in the DFCCIL territory	The Contractor shall be the principal employer of the workman and any other staff deployed by it in the DFCCIL and in no case there shall be a relationship of Employer and Employee between the DFCCIL and the said manpower. The manpower employed by the O & M contractor shall have no right, whatsoever, for any appointment in the DFCCIL in temporary/adhoc/ daily wages/ regular capacity based on their work in the DFCCIL territory.
36.	1.6.13 of SCC Chapter -VI (SCC)	The O & M contractor shall ensure compliance with all relevant Central/State laws and rules as applicable such as Tax Laws, Labour Laws and Insurance Laws etc with regard to this O & M contract and shall be solely responsible for the same and shall keep the DFCCIL fully indemnified against the liability of any Taxes, interest, penalty etc if any arising any connection with the contract may be incorporated. If any accident occurs with any worker of the contractor while doing his job, the DFCCIL will not be liable in any way and the sole responsibility for payment of compensation, etc. will be of the contractor	The O & M contractor shall ensure compliance with all relevant Central/State laws and rules as applicable such as Tax Laws, Labour Laws and Insurance Laws etc with regard to this O & M contract and shall be solely responsible for the same and shall keep the DFCCIL fully indemnified against the liability of any Taxes, interest, penalty etc if any arising in connection with the contract, the contractor shall indemnify the DFCCIL against any claim which may be made under various clauses mentioned in the bid document forming the part of contract agreement. If any accident occurs with any worker of the contractor while doing his job, the DFCCIL will not be liable in any way and the sole responsibility for payment of compensation, etc. will be of the contractor
37.	Clause 1.9.9 Chapter – VI (SCC)	If repairing of some parts/units of RGM Formation Plus RIV is needed as per advice of OEM’s experts and the rate of those items are not covered in Form 3C of Bid, then rate of same will be decided mutually by DFCCIL and O & M Contractor as and when needed. The payment of Engine Overhauling by Engine’s OEM will be done on the basis of actual Overhauling invoice raised by Engine OEMs.	If repairing of some parts/units of RGM Formation Plus RIV is needed as per advice of OEM’s /Specialized experts and the rate of those items are not covered in Form 3C of Bid, then rate of same will be decided based on quotation/actual repair given by the authorised dealer for repair of that component. The payment of Engine Overhauling by Engine’s OEM will be done on the basis of actual Overhauling invoice raised by Engine OEMs.

38.	New Clause No 1.9.13 of Chapter-VI (SCC)	-	A comprehensive reconciliation of the spare parts list biannually, during the first quarter (Q1) and third quarter (Q3) of each Financial Year, throughout the duration of the Contract will be done jointly by DFCCIL and O&M Service Provider based on changes initiated by Original Equipment Manufacturers (OEMs). The reconciliation shall include verification and updating of part numbers, descriptions, sources (imported/indigenous)
39.	Clause 1.31.2 Chapter – VI (SCC)	The contractor at DFCCIL cost shall provide, in the joint names of the DFCCIL and the O & M contractor, insurance cover from the start date to the date of completion of the contract. Insurance for equipment shall be taken by the O&M Service Provider and this insurance should be of a value not less than the total cost of RGM & RIV. The insurance may be taken in the joint name of DFCCIL and the O&M Service Provider concerned. Copy of the insurance shall be shared with DFCCIL. In case of any event (Derailments, Cattle hits, Cattle run over, Strikes, riots, bomb attacks, Stone pelting, terrorist attacks, Fire incidents, Floods, Earthquakes, Collapse of shed or building, Other natural calamities including hurricanes, torrid rains etc.) damaging the RGM & RIV during O&M period, during the currency of the contract, the O&M Service Provider is responsible to get the machines (RGM & RIV) repaired using the funds from the insurance claim settlement amount. In case of any accident, irrespective of the responsibility of any party regarding the cause of the accident, the intent is to ensure that the machine is brought back to service as soon as possible by immediately applying for an insurance claim. The funds received as insurance claim settlement amount should be used to repair the damages on the machine and bring it back into operational condition. Nothing extra for such repairs would be paid by the DFCCIL. If required, DFCCIL would issue a “No Objection Certificate (NOC)” so that the O&M Service Provider can get the insurance claim settlement amount directly into their account explicitly for the purpose of immediate repairs of the RGM & RIV. It may be noted that any	The contractor at DFCCIL cost shall provide, in the joint names of the DFCCIL and the O & M contractor, insurance cover from the start date to the date of completion of the contract. Insurance for equipment shall be taken by the O&M Service Provider and this insurance should be of a value not less than the total cost of RGM & RIV. The insurance may be taken in the joint name of DFCCIL and the O&M Service Provider concerned. Copy of the insurance shall be shared with DFCCIL. In case of any event (Derailments, Cattle hits, Cattle run over, Strikes, riots, bomb attacks, Stone pelting, terrorist attacks, Fire incidents, Floods, Earthquakes, Collapse of shed or building, Other natural calamities including hurricanes, torrid rains etc.) damaging the RGM & RIV during O&M period, during the currency of the contract, the O&M Service Provider is responsible to get the machines (RGM & RIV) repaired using the funds from the insurance claim settlement amount. In case of any accident, irrespective of the responsibility of any party regarding the cause of the accident, the intent is to ensure that the machine is brought back to service as soon as possible by immediately applying for an insurance claim. The funds received as insurance claim settlement amount should be used to repair the damages on the machine and bring it back into operational condition. Nothing extra for such repairs would be paid by the DFCCIL. If required, DFCCIL would issue a “No Objection Certificate (NOC)” so that the O&M Service Provider can get the insurance claim settlement amount directly into their account explicitly for the purpose of immediate repairs of the RGM & RIV. It may be noted that any downtime of the RGM & RIV during the period of such heavy accidental/repairs, would not be counted as non-availability and the contract would be extended by the period of such delay without any additional liabilities/ penalties. If the claim is made by the O&M Service Provider

		<p>downtime of the RGM & RIV during the period of such heavy accidental/repairs, would not be counted as non-availability and the contract would be extended by the period of such delay without any additional liabilities/ penalties. If the claim is made by the O&M Service Provider in a timely manner but denied fully or partially by the Insurance company (on any ground) then for such unscheduled maintenance / repairs DFCCIL shall bear the cost of such repairs.</p> <p>Loss including loss due to theft of or damage, including vandalism, to Machines both RGM Formations & RIV all equipment, machine tools, materials including Spares – Value covering the full reinstatement cost</p>	<p>in a timely manner but denied fully or partially by the Insurance company (on any ground) then for such unscheduled maintenance / repairs DFCCIL shall bear the cost of such repairs.</p> <p>Loss including loss due to theft of or damage, including vandalism, to Machines both RGM Formations & RIV all equipment, machine tools, materials including Spares – Value covering the total depreciated cost. DFCCIL would provide total insurable value/amount (total depreciated cost) of the RGM formation & RIV machine during the currency of the contract as and when requested by Contractor.</p>
40.	A new note Below Clause C Chapter – VII and Chapter VIII of RFP	-	<p>Note:</p> <ol style="list-style-type: none"> 1. Detonator would be provided by DFCCIL during the currency of the contract. 2. Clamp with Padlock would be provided by DFCCIL during the currency of the contract. 3. Portable Control Phone would be provided by DFCCIL during the currency of the contract. 4. WTT and G & SR copy would be provided by DFCCIL during the currency of the contract. 5. Accident manual would be provided by DFCCIL during the currency of the contract.
41.	Form-3 Notes (iv) of RFP	The cost of all Tools and Plants (T & P) required for successful and smooth Operation and Maintenance of DFCCIL RGM Formation and RIV are included in rates of items of Schedule A of SOR.	The cost of all Tools and Plants (T & P) required for successful and smooth Operation and Maintenance of DFCCIL RGM Formation and RIV are included in rates of items of Schedule A of SOR. shall be limited to standard and basic tools necessary for routine maintenance and operational activities only and does not cover specialized equipment such as lifting jacks, rail shunters, or other heavy-duty or custom-designed tools, which, if required, shall be arranged separately with prior approval from DFCCIL on payment basis.
42.	Form 1 of RFP	Form 1 of RFP	Updated Form-1 to be used for offer letter
43.	Form 3B of RFP	Form 1 of RFP	Updated Form-3B to be used for filling the rates of Consumables (only various type of Oils (except HSD), Lubricants, Filters and Breathers
44.	Form 3C of RFP	Form 1 of RFP	Updated Form-3C to be used for filling the rates of Spare parts of RGM & RIV including consumables which are not covered in above Schedule-B
45	Form 19 of RFP	Form 19 of RFP	Updated Form-19 for Responsiveness of RFP
46	Form 29 of RFP	New	New Form - 29

Updated Form 1, Updated Form 3B, Updated Form 3C, Updated Form 19 and Form 29 (New) as **Annexure-I, Annexure-II, Annexure-III, Annexure-IV** and **Annexure-V** of this Correction slip

OFFER LETTER

Tender Notice No. _____

Name of Work:

.To,

**Group General Manager/Technical,
Room No.428, DFCCIL Corporate Office,
Sector-145, NOIDA (Uttar Pradesh), India**

I/We, the undersigned, declare that:

- 1 I/We have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of..... days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for DFCCIL, at the rates quoted on IREPS for quantities shown in Form 4 of this RFP and hereby bind myself/ourselves to complete the work in all respects within.....months from the date of issue of letter of acceptance of the tender.
- 2 I/We also hereby agree to abide by the General Conditions and Special Conditions of Contract of this RFP.
- 3 A Bid Security of Rs.....has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
 - (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document.
 - (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
 - c) I/We do not commence the work within fifteen days after receipt of orders to that effect.
- 4 I/We am/are a Startup firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number is..... valid upto..... (Copy enclosed) and hence exempted from submission of Bid Security.
- 5 We are a Labour Cooperative Society and our Registration No.is.....with.....and hence required to deposit only 50% of Bid Security.

- 6 Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.
- 7 We offer to execute the O & M Works in conformity with the Bidding Documents.
- 8 Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- 9 We have not been blacklisted/banned in accordance with para.1.3.13 (ii) of Preamble and General Instructions to tenderers.
- 10 We are neither Bankrupt/Insolvent nor in the process of winding-up nor there is a case pending before any Court on deadline of submission of the Bid in accordance with para. 1.3.13 (ii) of Preamble and General Instructions to tenderers.
- 11 If our bid is accepted, we commit to deploying key equipment and key personnel consistent with the requirements of the work.
- 12 We understand that this bid, together with your written acceptance thereof included in your notification of award/Letter of Acceptance (LOA), shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- 13 All information, statements and description in this bid are in all respect true, correct and complete to the best of our knowledge and belief and we have not made any tampering or changes in the bidding documents on which the bid is being submitted and if any tampering or changes/incorrect information are detected at any stage, we understand the bid will invite summarily rejection and forfeiture of bid security, the contract will be liable to be terminated along with forfeiture of performance security, even if LOA has been issued.
- 14 We understand that you are not bound to accept the lowest bid or any other bid that you may receive.

NameIn the capacity of..... Signed.....Duly
 authorized to sign the Bid for and on behalf of..... Date

(Updated Form 3B of RFP)

(Details of all items of main heads (Head wise) mentioned in item No.1 of **Schedule - B** of SOR for O & M of RGM formation and RIV)

[illegible]

Annexure –III
(Updated Form 3C of RFP)

(Refer clause No. 1.3.18.4 of chapter - III)

(Details of all items of (Head wise) mentioned in item No.1 of Schedule - C of SOR for O & M of RGM formation and RIV)

(For Supply of Spare parts of RGM & RIV including consumables which are not covered in above Schedule-B but excluding Grinding stones)

[illegible]

Annexure – IV
(Updated Form 19 of RFP)

Check List of Documents to Be Uploaded by the Bidder for Responsiveness of Bid

Self-Declaration by the bidder

I/We fulfill the laid down Qualifying requirements as per this RFP. And I/We hereby submit following check list and documents in support of our bid responsiveness:

SN	Item	Remarks
1	Have you submitted Covering Letter for offer as per Form-1	Yes/No
2	Have you furnished Details asked in Form 2 including Form 2A, TSL, MPD, 2B and 2C	Yes/No
3	Have you quoted Bid price online and uploaded details of Form – 3B and Form -3C in the prescribed proforma on IRPES in Financial Bid packet?	Yes/No
4	Have you uploaded the Details asked in Form – 3A uploaded on IREPS in Technical Bid packet?	Yes/No
5	Have you submitted a Bid Security? (Form- 5/ Form- 6)	Yes/No
6	Have you kept your offer valid for 120 days?	Yes/No
7	Have you kept Bid Security valid for 210 days?	Yes/No
8	Have you Submitted Form 8	Yes/No
9	Have you submitted Power of Attorney Format for Authorized Signatory as per Form- 9 or Form-13	Yes/No
10	Have you submitted Draft MOU For JV Between Parties as per Form- 10 and Power of Attorney to Lead Partner by JV Form 14 (if applicable)	Yes/No
11	Have you submitted Letter of participation from each partner of JV as per Form-12	Yes/No
12	Have you submitted the Integrity Pact Agreement as per Form-15(IP)	Yes/No
13	Have you submitted Anti Profiting Declaration in Form 16	Yes/No
14	Have you submitted Affidavit on Rs 100 Stamp paper as per Form 17 & Form 17A	Yes/No
15	Have you submitted/ uploaded Certificate of local content as per MII policy enclosed as Form 18 (MII)	Yes/No
16	Have you furnished the Clause-wise compliance/ Deviation comments in Format of Form -20	Yes/No
17	Have you submitted self-declaration for compliance of clause 1.3.30 of ITT on Bidders letter head.	Yes/No
18	Have you submitted various Documents as per Clause 1.3.6 of ITT.	Yes/No
19	Have you submitted Firms PAN card & GST Registration certificate	Yes/No
20	MSE Certificate	Yes/No

Signature & Seal of the Bidder.

**Certification by Arbitrators appointed under Clause 63 & 64 of General
Conditions of Contract**

1. Name:
2. Contact Details:
3. Prior experience (Including Experience with Arbitrations):
4. I do not have more than ten on-going Arbitration cases with me.
5. I hereby certify that I have retired from Railways w.e.f. and empanelled as DFCCIL Arbitrator as per 'The Arbitration and Conciliation Act-1996'.
6. I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind.

Or

I have past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. The list of such interests is as under:

7. I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996.

Or

I have past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996. The details of such relationship or interests are as under:

8. There are no concurrent Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months.

Or

There are Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months. The list of such circumstances is as under: