

Pre-Bid Queries for Tender No: CMRL/E&M-O&M/02/CAMC-L&E/2026-27

Tender Name: Comprehensive AMC for Lifts & Escalators installed in Phase I & Phase-1 Extension Metro stations (Both Underground & Elevated) including Koyambedu Admin/OCC Building from the OEM or authorized service provider of M/s Johnson lifts & M/s SJEC.

The OEM (Original Equipment Manufacturer) for Lifts is M/s. Johnson Lifts Pvt. Ltd. and Escalators is M/s. SJEC

S. NO	PAGE NO	CLAUSE No	TENDER CONDITIONS	CLARIFICATIONS RAISED BY BIDDERS	CMRL REPLY
1	76	1.12. General	Lifts & Escalators stickers and cabin lights are in the scope of CAMC. Detailed Stickers list attached Annexure-9. Relevant stickers to be properly glued and visible if required need to be replace with a new one by the contractor	Replacement of Lifts and Escalators stickers shall be carried out in case of Fading only. Damages/ Peel off/ misuse of stickers shall not be covered under Bidders scope for replacements. Request CMRL to provide necessary addendum.	Refer Addendum - 1 for the modifications in the contract conditions.
2	84	13. Storage of Equipment and Materials during the Maintenance Period	The Contractor shall ensure that no equipment is stored in the stations. CMRL will not provide any storage space in stations for keeping spares. It is the contractor's responsibility to find sufficient storage locations near to the vicinity of the stations	Bidders having dedicated storage with sufficient stock in Chennai for handling AMC. Being 24/7 breakdown service CMRL need to extend their support by providing minimum of 150 sq. ft space in each corridor to keep minimum spare parts to reduce the down time. Request CMRL to provide necessary addendum.	Refer Addendum - 1 for the modifications in the contract conditions.
3	85	16. License	The Contractor is responsible to obtain license and its renewal/periodic inspections from respective Electrical Inspector of respective authority by the Govt. during CAMC period. No extra cost shall be paid by CMRL and to be considered while quoting. In case of License Expired before the renewal date then same will be considered as breakdown till the renewal of license and	Licence renewal for Lifts and Escalators shall be part of CMRL scope as per the existing agreement. If Bidders need to coordinate and obtain license, our price will be revised accordingly Request CMRL to provide necessary addendum.	Tender conditions shall prevail.

			applicable penalties will be Imposed as per clause 20		
4	85 & 86	17.1., Insurance	17.3. Insurance: 17.1 The contractor shall insure against liability to third parties and equipment/ Property in the joint names of the Employer 17.3 The value of insurance shall be taken adequate with minimum liability of 20 Crs AOA:AOY	Third party liability shall be provided, damages to equipment and property will not be covered under Insurance policy. The value of insurance shall be taken for liability of 5 Crs AOA:AOY as the sum assured per lift/ Escalator would be Rs.1,00,000/- Request CMRL to provide necessary addendum.	Tender conditions shall prevail. Refer Addendum - 1 for the modifications in the contract conditions.
5	89	20, Reliability for Lifts	20.2.1 Reliability for Lifts: CMRL shall impose a penalty @ INR 40,000/- (Indian Rupees Forty Thousand Only) if Reliability is less than 2,400 hours. Reliability will be calculated on month basis and penalty calculations on a monthly basis. 20.2.1. Mean Time Between Failure (MTBF) of individual equipment should be greater than 2400 Hours. Upon award of contract the first breakdown of the equipment shall not be considered for the MTBF. Further failures and subsequent failures shall be considered in MTBF as above. A penalty of Rs.10,000/- (Indian Rupees Ten Thousand Only) will be imposed on non-attainment of the above	Reliability calculation will be carried out for Lifts on monthly basis, Reliability less than 2,400 hours accepted for us but we request you to consider the maximum penalty amount to Rs.25,000/- MTBF for individual equipment is not calculated in any other Metro in India, we request you to consider the same and remove penalty Rs.10,000/- for Individual equipment Request CMRL to provide necessary addendum.	Refer Addendum - 1 for the modifications in the contract conditions.
6	89	20, Availability for Lifts	20.2.2 Availability of Lifts: Availability = $\geq 99.9\%$	Availability = $\geq 99.9\%$ shall be accepted	Refer Addendum - 1 for the modifications in the contract conditions.

			<p>Availability will be calculated on a monthly basis and penalty calculations on a monthly basis. If availability not met, penalties will be imposed as below:</p> <p>a) < 99.9 % to 99.8% = Rs. 25,000 /- b) < 99.8% to 99.7% = Rs. 30,000 /- c) < 99.7% to 99.6% = Rs. 40,000 /- d) < 99.6% = Rs. 50,000 /-</p>	<p>Availability will be calculated on monthly basis and penalty calculations on a monthly basis. If availability not met, penalties must be considered as below:</p> <p>a) < 99.9 % to 99.8% = Rs. 5,000 /- b) < 99.8% to 99.7% = Rs. 10,000 /- c) < 99.7% to 99.6% = Rs. 15,000 /- d) < 99.6% = Rs. 20,000 /-</p> <p>Request CMRL to provide necessary addendum.</p>	
7	89 & 90	20, 20.2.3. Mean Time To Repair (MTTR) for Lifts	<p>20.2.3 Mean Time To Repair (MTTR) for Lift:</p> <p>The Lifts shall achieve MTTR of 60 minutes. In case of, Non-achievement then the penalty will be calculated for individual equipment as follows,</p> <p>a) Up to 1 hour = No penalty b) Greater than 1 hr to 3 hrs = Rs. 5,000/- c) Greater than 3 hrs to 6 hrs = Rs. 10,000/- d) Greater than 6 hrs to 24 hrs = Rs. 25,000/- e) Greater than 24 hrs onwards for each day = Rs. 50,000/-</p>	<p>We request CMRL to revise Mean Time To Repair (MTTR) for Lift to 2 hours (120 minutes) and Penalty shall be modified as below:</p> <p>a) Up to 1 hour = No penalty b) Greater than 1 hr to 3 hrs = No penalty c) Greater than 3 hrs to 6 hrs = No penalty d) Greater than 6 hrs to 24 hrs = Rs. 10,000 /- e) Greater than 24 hrs onwards for each day = Rs. 10,000 /-</p> <p>Request CMRL to provide necessary addendum.</p>	Refer Addendum - 1 for the modifications in the contract conditions.
8	90	20, 20.2.4. Call out Ratio for Lifts	<p>20.2.4 Call out Ratio for Lifts – Penalties will impose as below:</p>	<p>We request CMRL to remove calculations for Call out ratio and penalties similar to long term tenders in other Metros across India. MTBF, MTTR and Availability</p>	Refer Addendum - 1 for the modifications in the contract conditions.

			<p>a) Call out ratio for individual Lift = 3 per lift/year The visit of Contractor engineer for non-schedule maintenance exceeds 3 per Lifts per year, a penalty of Rs.20,000/- (Indian Rupees Twenty Thousand Only) shall be imposed for each such visit in a particular year. e.g. 1. Up to 3 Breakdown or non-scheduled visits in a year = No penalty 2. More than 3 and n number of subsequent breakdowns or non-scheduled visits in a year = Rs. 20,000/- (Indian Rupees Twenty Thousand Only) for each breakdown is calculated.</p> <p>b) Call out ratio for Lifts (average for all lifts) = 2.5 per year. If the visit of Contractor engineer for non-schedule maintenance exceeds 2.5 average of all fleet of Lifts in a year, Penalty will be calculated as follows: 1. Up to 2.5 = No penalty 2. Greater than 2.5 to 3 = Rs. 1,00,000 /- 3. Greater than 3 to 4 = Rs. 3,00,000 /- 4. Greater than 4 = Rs. 5,00,000 /-</p>	<p>parameters will cover all the performance criteria.</p> <p>If at all Call out ratio is considered, failure shall be registered when the equipment is not available for passenger service for more than one hour, penalty shall be considered maximum amount of Rs.10,000/-</p> <p>Please clarify & request for necessary addendum</p>	
9	90	20, 20.2.5. Mantrap for Lifts	<p>20.2.5 Mantrap for Lifts:</p> <p>i. CMRL shall impose a penalty Rs.25,000/- (Indian Rupees Twenty-Five Thousand Only) per case including Mantrap. (24/7 hrs).</p> <p>ii. CMRL shall impose a penalty Rs.1,00,000/- (Indian Rupees One Lakh</p>	<p>Request CMRL to continue with Rs.10,000/- per Mantrap as per existing contract, we request CMRL to kindly consider other metro references for penalty amount.</p>	<p>Refer Addendum - 1 for the modifications in the contract conditions.</p>

			Only) per case including Mantrap if the rescue is delayed more than 30 minutes by any reason during revenue and non-revenue hours and sufficient safety protocols like ventilation, lights, lifeline support, rescue requirements, etc. shall be taken care and provided by CAMC Contractor.	Request CMRL to provide necessary addendum.	
10	90 & 91	20, Reliability Escalators	20.3.1 Reliability for Escalator: CMRL shall impose a penalty Rs.40,000/- (Indian Rupees Forty Thousand Only) if Reliability is less than 2,400 hours. Reliability will be calculated on month basis and penalty calculations on a monthly basis Mean Time Between Failure (MTBF) of individual equipment should be greater than 2400 Hours. Upon award of contract the first breakdown of the equipment shall not be considered for the MTBF. Further failures and subsequent failures shall be considered in MTBF as above. A penalty of Rs.10,000/- (Indian Rupees Ten Thousand Only) will be imposed on non-attainment of the above.	Reliability calculation will be carried out for Escalators on monthly basis, Reliability less than 2,400 hours accepted for us but we request you to consider the maximum penalty amount to Rs.25,000/- MTBF for individual equipment is not calculated in any other Metro in India, we request you to consider the same and remove penalty Rs.10,000/- Request CMRL to provide necessary addendum.	Refer Addendum - 1 for the modifications in the contract conditions.
11	91	20, Availability Escalators	20.3.2 Availability for Escalators: Availability = $\geq 99.9\%$ Availability will be calculated on month basis and penalty calculations on a monthly basis. If availability not meet, penalties will impose as below:	Availability = $\geq 99.9\%$ shall be accepted Availability will be calculated on monthly basis and penalty calculations on a monthly basis. If availability not met, penalties shall be considered as below: a) $< 99.9\%$ to 99.8% = Rs. 5,000 /-	Refer Addendum - 1 for the modifications in the contract conditions.

			<p>a) < 99.9 % to 99.8% = Rs. 25,000 /-</p> <p>b) < 99.8% to 99.7% = Rs. 30,000 /-</p> <p>c) < 99.7% to 99.6% = Rs. 40,000 /-</p> <p>d) < 99.6% = Rs. 50,000 /-</p>	<p>b) < 99.8% to 99.7% = Rs. 10,000 /-</p> <p>c) < 99.7% to 99.6% = Rs. 15,000 /-</p> <p>d) < 99.6% = Rs. 20,000 /-</p> <p>Request CMRL to provide necessary addendum.</p>	
12	91 & 92	20, 20.3.3. Mean Time To Restore (MTTR) for Escalators	<p>20.3.3 Mean Time To Restore (MTTR) for Escalator:</p> <p>The Escalators shall achieve MTTR of 60 minutes. In case of Non-achievement then the penalty will be calculated for individual equipment as follows,</p> <p>a) Up to 1 hour = No penalty</p> <p>b) Greater than 1 hr to 3 hrs = Rs. 5,000 /-</p> <p>c) Greater than 3 hrs to 6 hrs = Rs. 10,000 /-</p> <p>d) Greater than 6 hrs to 24 hrs = Rs. 25,000 /-</p> <p>e) Greater than 24 hrs onwards for each day = Rs. 50,000 /-</p>	<p>We request CMRL to revise Mean Time To Repair (MTTR) for Escalator to 2 hours (120 minutes) and Penalty shall be modified as below:</p> <p>a) Up to 1 hour = No penalty</p> <p>b) Greater than 1 hr to 3 hrs = No penalty</p> <p>c) Greater than 3 hrs to 6 hrs = No penalty</p> <p>d) Greater than 6 hrs to 24 hrs = Rs. 10,000 /-</p> <p>e) Greater than 24 hrs onwards for each day = Rs. 10,000 /-</p> <p>Request CMRL to provide necessary addendum.</p>	Refer Addendum - 1 for the modifications in the contract conditions.
13	92	20, 20.3.4. Call out Ratio for Escalators	<p>20.3.4 Call out Ratio for escalators</p> <p>Penalties will impose as below:</p> <p>a) Call out ratio for individual Escalator = 3 per Escalator/year</p>	<p>We request CMRL to remove calculations for Call out ratio and penalties similar to long term tenders in other Metros across India. MTBF, MTTR and Availability</p>	Refer Addendum - 1 for the modifications in the contract conditions.

		<p>The visit of Contractor engineer for non-schedule maintenance exceeds 3 per Escalators per year, a penalty of Rs.20,000/- (Indian Rupees Twenty Thousand Only) shall be imposed for each such visit in a particular year.</p> <p>e.g. 1. Up to 3 Breakdown / non-scheduled visits in a year = No penalty</p> <p>2. More than 3 and n number of subsequent breakdowns / non-scheduled visits in a year = Rs. 20,000/- (Indian Rupees Twenty Thousand Only) for each breakdown is calculated.</p> <p>b) Call out ratio for Escalators (average for all Escalators) = 2.5 per year.</p> <p>If the visit of Contractor engineer for non-schedule maintenance exceeds 2.5 average of all fleet of Escalators in a year, Penalty will be calculated as follows:</p> <p>1. Up to 2.5 = No penalty</p> <p>2. Greater than 2.5 to 3 = Rs. 1,00,000 /- (Indian Rupees One Lakh Only)</p> <p>3. Greater than 3 to 4 = Rs. 3,00,000 /- (Indian Rupees Three Lakhs Only)</p> <p>4. Greater than 4 = Rs. 5,00,000 /- (Indian Rupees Five Lakhs Only)</p>	<p>parameters will cover all the performance criteria.</p> <p>If at all Call out ratio is considered, failure shall be registered when the equipment is not available for passenger service for more than one hour, penalty shall be considered maximum amount of Rs.10,000/-</p> <p>Maximum penalty amount shall not be more than 10% of the annual contract amount.</p> <p>Request CMRL to provide necessary addendum.</p>	
--	--	---	--	--

14	92	20.4 Availability of Spares Non-	Non-Availability of Spare Parts and Consumables etc. - If Contractor did not maintain the minimum 35% Stock of critical spares and 15% Stock of non-critical spares (spares will be decided mutually within 30 days from LOA by CMRL & contractor) necessary deduction at rate of 0.5 % on the service bill base value applicable for that quarter shall be applicable.	Spares shall be maintained as mutually agreed, specific penalty for non-maintaining the spares is not required as the RAMS parameters and penalties are already taking care. Request CMRL to provide necessary addendum.	Refer Addendum - 1 for the modifications in the contract conditions.
15	92 & 93	20.5. Manpower Penalty	Manpower Penalty Description 1. For Shortage manpower of Service Manager – Lifts & Escalators Rs.3000/- Per man-day 2. For Shortage manpower of Senior Engineer Rs.2000/- Per man-day 3. For Shortage manpower of RMS Engineer Rs.2000/- Per man-day 4. For Shortage manpower of Non-Key Personnel (Technician & Call Centre) Rs.1000/- Per man-day	We request CMRL to consider Penalty only for non-key personnel Rs.1000/- per day Request CMRL to provide necessary addendum.	Refer Addendum - 1 for the modifications in the contract conditions.
16	-	20		Maximum penalty amount shall not be more than 10% of the annual contract amount. Request CMRL to provide necessary addendum.	Refer Addendum - 1 for the modifications in the contract conditions.

17	101	22. Office & Storage Space for Comprehensive Annual Maintenance Contract (CAMC)	<p>Office & Storage Space for Comprehensive Annual Maintenance Contract (CAMC):</p> <p>i. The Contractor shall set up a full-fledged office space provided with Smart phones (Android version only) for employees, computers, Desktops / Laptops as deemed necessary to carry out official works like requirement of reports, status, etc., and internet on his own cost and no space will be provided by CMRL. The above said computers etc, are to be used for the CAMC purposes and to be used by the CAMC staffs. The above said requirement to be complied and provided within a period of one month from the effective date of the contract.</p> <p>ii. Contractor shall provide Four Tabs minimum specification 10.9” display, 8GB RAM, 256GB Storage, Software with latest updates, Four Laptops minimum specification I7 Processor 12th Gen / M5 Chip 10 Core GPU, 16GB RAM, 512GB SSD, 1TB Hard Disk, Windows 11 Operating System, 14” Screen Size 1080P equipped with the necessary office software and 1 Desktop Computer minimum specification 14” screen, i7 processor, 16 GB RAM, 512GB SSD, 1TB Hard Disk, Windows 11 Operating System and a 64-bit configuration equipped with the necessary office software for office use. The above shall be provided by the CAMC Contractor to CMRL at the contractor cost, no extra cost</p>	<p>i. Bidders shall use the exclusive office set-up for Metro in Chennai, Bidders provided Mobile/ Tab/ Laptop/ Desktop with necessary internet and voice to all employees (Key staffs, supervisors & Technicians) to carry out all official works for this CAMC contract.</p> <p>ii. Any additional Tab/ Laptop/ Desktop requirement is added in the AMC, accordingly the commercials will be worked out.</p> <p>iii. Bidders shall use the exclusive office set-up and ware house for Metro for storing the spares in Chennai, and stock update should be shared along with quarterly bills.</p> <p>Request CMRL to provide necessary addendum.</p>	<p>Tender conditions shall prevail.</p>
----	-----	---	--	---	--

			<p>will be paid by CMRL for this. The requirement for the above shall be discussed with CMRL Engineers and approval will be given to provide the same whenever required</p> <p>iii. Contractor shall set up his office & ware house for storing the spares in Chennai, and stock update should be shared along with quarterly bills.</p>		
18	101	22.2.1. Manpower Deployment	<p>Manpower deployment for both lifts and Escalators</p> <p>Key personnels requirement in shift basis (Senior Engineer)</p>	<p>Key personnel shall be available at site/ office in General shift, however as per the requirement of work we shall depute on shift basis</p> <p>Request CMRL to provide necessary addendum.</p>	Refer Addendum - 1 for the modifications in the contract conditions.
19	102	22.2.2.	<p>Attendance of staff must be maintained in Biometric system</p>	<p>Biometric system is practically not possible and very difficult to provide in each station. Attendance through existing APP or CMRL APP can be considered</p> <p>Request CMRL to provide necessary addendum.</p>	Refer Addendum - 1 for the modifications in the contract conditions.
20	103 & 104	22.4.	<p>Minimum eligibility criteria for non-key personnel</p> <p>Technicians for Preventive Maintenance: 2/3 Year's Experience required</p>	<p>Assistant technicians for Preventive maintenance may be excluded from minimum eligibility criteria</p> <p>Request CMRL to provide necessary addendum.</p>	Tender conditions shall prevail.

21	113	44.7.	<p>Revamping and Replacement of Major components nearing service life:</p> <p>Payment for Supply of materials with 10% of overhead charges will be paid by CMRL to the Contractor and no separate cost shall be paid for ITC (installation, Testing & Commissioning) as these are in CAMC</p>	<p>Bidders will take care of arranging the materials, storage, logistics and take necessary warranties for the replacement. Hence 10% of overhead charges is not agreed by us.</p>	<p>Refer Addendum - 1 for the modifications in the contract conditions.</p>
22	113	44.9.5	<p>The replacement activities shall be carried out during non-operational hours without incurring inconvenience to passengers. Rectification time taken such major replacement shall not be considered as breakdown and will not attract penalties subject to completion of work within the target date</p>	<p>In this case, we can agree for joint inspection during non-operational hrs, but completion of the major spares replacement work will definitely take more time/days then the non-operational hours, we request CMRL to provide permit round the clock basis for such replacements.</p> <p>All such major parts replacement either part of CAMC or part of 15 years completion major parts replacement work there should not be any penalty / LD clause applicable since it is executing under a planned working programme with the approval of CMRL.</p>	<p>Refer Addendum - 1 for the modifications in the contract conditions.</p>
23	113	44.9.6	<p>A penalty of Rs. 15,000/- will be levied per day if the work not completed as per the approved target date of completion and will be considered as breakdown and penalties will be calculated accordingly</p>	<p>We request CMRL to consider penalty Rs.5,000/- per day if the work not completed beyond the approved target date of completion</p>	<p>Tender conditions shall prevail.</p>
24	106	24.5	<p>In CMRL Headquarters Building (MetroS) 12 Floors + 1 Basement having Johnson and SJEC make of 9 no's of passenger lifts (20 persons), 3 no's of capsule lifts (15 persons) and 1 no of service lift (2 ton capacity) with</p>	<p>Always residential and office buildings are not clubbed under stations as the technical specifications and scope of work differs from</p>	<p>Tender conditions shall prevail.</p>

			commercial lift specifications with the 14 levels of landings for all lifts shall be added as a variation from 01-01-2028 until the end of this contract. Contractor to accept taking these lifts in the existing CAMC work as an additional scope of work with all the applicable terms and conditions of this CAMC contract. The financial part will be mutually decided before the commencement of this variation work	Metro station. Lifts installed at Headquarters building shall be dealt separately.	
25	23	17(b). Similar Work Experience	OEM Authorization required	<p>Bidder is a leading global manufacturer of elevators, escalators, and moving walks, specializing in urban mobility solutions, & moreover, we are the only multinational organization in India rendering multi brand maintenance services.</p> <p>We are accredited with our presence in maintaining multi brand elevators & escalators in Metros, Airports, residential & commercial segment.</p> <p>Hence, we kindly request you to consider our eligibility to participate in the tender.</p>	Tender conditions shall prevail.
26	23	17(b) Financial Capacity of Bidder	Similar work of value not less than Rs. 8.74 crores issued by SE and above.	<p>Shall we submit work orders as per below proposed conditions.</p> <p>The bidder must have successfully completed similar works during the last five years as follows:</p> <p>(i) At least one "similar work" of value of 8.74 Crores or more; OR</p>	Tender conditions shall prevail.

				(ii) At least two "similar works" each of value of 5.00 Crores or more; OR (iii) At least three "similar works" each of value of 2.00 Crores or more.	
27	88	20. Penalties (Penalty Clause)	Penalty during CAMC period for lifts & escalators and mantraps.	Our proposed penalty clause as mentioned below. Penalty for delay in service beyond 24 hours should be per day of AMC rate for per day of delay subject to maximum of 5% of contract value for which the elevator/escalator is out of service. Contractor shall ensure that mantrap does not occur in elevator/Escalator due to any reason/issues pertaining to lift. If contractor fails to prevent trapping, a penalty of Rs. 25,000/- or Rs. 500/- per trapping shall be imposed beyond every 3 instances of trapping.	Refer Addendum - 1 for the modifications in the contract conditions.
28	191	32. Indemnity	Contractor shall submit an indemnity bond such that staff shall not raise claims of any type (payment, employment, etc.) with CMRL. After completion of contract the Contractor shall withdraw all of his staff from this site without any claim.	Indemnity bond should be closed ended.	Tender conditions shall prevail.
29	3	3. Period of Work and Duration of Contract	Period of Work is mentioned as 180 days and Duration of Contract as 3653 days (10 years), which is contradictory.	Request CMRL to confirm Period of Work (Days) and Duration of Contract, which is contradictory. Duration of Contract is mentioned as 3653 days (10 years) in NIT. As Period of Work	Refer Addendum - 1 for the modifications in the contract conditions.

				(Days) is mentioned as 180 days on CPP portal.	
30	3	7. Bid Security Amount (EMD)	EMD amount shall be equal to INR 80,00,000/- in the form of NEFT/RTGS or Electronic Bank Guarantee.	Shall we submit EMD in the form of Bank Guarantee from a scheduled private bank	Tender conditions shall prevail.
31	21	13. Performance Security	Performance Security will be 10% of the total value of the contract for 10 years excluding GST.	Shall we submit Performance Security of 5% (instead of 10%) of total contract value in the form of Bank Guarantee from a scheduled private bank on a year-on-year basis	Tender conditions shall prevail.
32	82	7.2. Breakdown Response Time	Breakdown response time mentioned as 30 min.	Breakdown response time should be min. 02 hrs.	Tender conditions shall prevail.
33	96, 97, 99 & 100	Penalty for Elevators and Escalators	Penalty details as per the specified pages.	The total of all aggregate penalties under this contract shall not exceed 5% of Contract Price.	Refer Addendum - 1 for the modifications in the contract conditions.
34	105	23. Payment Method	No Advance payment of any type shall be paid.	Request CMRL to amend payment terms to Quarterly Advance payment.	Tender conditions shall prevail.
35	114	45.2 & 45.3 Applicability of DLP	SITC work is in progress; DLP dates may vary depending on project progress.	DLP under maintenance contract should not be applicable and cannot be accepted.	Tender conditions shall prevail.
36	187	25. Limitation of Liability	Total liability of CMRL shall not exceed 100% of the Contract Price.	Neither Party shall be liable to the other party for any kind of indirect or consequential loss or damage like loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract. The total liability of Contractor under this contract, for any and all claims, losses, cost or damages of whatsoever kind arising out of	Tender conditions shall prevail.

				any cause or causes, shall not exceed an amount equal to 100% of CV.	
37	194	35.3. Arbitration Procedure	Dispute shall be referred to a Sole-Member Arbitral Tribunal nominated from CMRL's list.	Appointment of arbitrator should be on mutual consent between the parties & not solely under CMRL's control.	Tender conditions shall prevail.
38	84	13. Storage of Equipment and Materials	CMRL will not provide storage space; contractor must find locations near stations.	It is CMRL's responsibility to make provision for a store space for material storage.	Refer Addendum - 1 for the modifications in the contract conditions.

Note to the Bidders: The above said Pre-Bid Queries and Clarifications to be duly sealed and signed by the authorized signatory of the Bidder and to be submitted along with the bid as part of the Tender Document to complete tender submission (as a proof of having reviewed the above replies).

For Managing Director, CMRL
Director (Systems & Operations)