National Highways & Infrastructure Development Corporation Limited

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

Regional Office- Jammu

Corrigendum-1

Name of work: "Supply, Installation, Testing, Commissioning, Operation & Maintenance of Centralized Control & Monitoring System (CCMS) for Street Lighting on National Highways under NHIDCL, UT of J&K on Five (05) Year Contract Basis".

Tender ID : 2026_NHIDC_924033_1

In continuation of the above-mentioned RFP and with reference to Para-1 of NIT, BOQ at page No.22 of the RFP and the uploaded BOQ, it is hereby notified for information of all prospective bidders that the following clarification/modification shall be read as an integral and overriding part of the RFP document:

Sr. No.	Clause	Existing Provision	Modified Provision
1	Para-1 of NIT i.e. Section-I of RFP	Bide due date : 19.09.2026 Opening of Technical Bids : 21.09.2026	Bide due date : 29.09.2026 Opening of Technical Bids : 30.09.2026
2	BOQ at page No.22 of RFP	Uploaded RFP on 28.08.2026	As per the modified RFP.
3.	Quantity of CCMS as per the BOQ.	Uploaded BOQ on 28.08.2026	As per the modified BOQ.

Regional Office-Jammu, NHIDCL Ministry of Road Transport & Highways ★ Govt. of India ★

11/09/26

Ashish Shukla
Executive Director (P),
NHIDCL, RO-Jammu

National Highways Infrastructure Development Corporation Ltd.
Regional Office Jammu
SECTION –I
NOTICE INVITING TENDER (NIT)

Dated: 28.08.2026

Name of Work: ***Supply, Installation, Testing, Commissioning, Operation & Maintenance of Centralized Control & Monitoring System (CCMS) for Street Lighting on National Highways under NHIDCL, UT of J&K on Five (05) Year Contract Basis.***

Bids are invited from experienced and reputed Contractors having proven experience (**minimum of three years**) in the supply, installation, testing, commissioning, operation and maintenance of **Centralized Control & Monitoring Systems (CCMS)** for highways, urban roads, municipal corporations, or other government infrastructure projects.

1. The BOQ form and terms & conditions for the above service work may be downloaded from NHIDCL website http:// www.nhidcl.com **or E-Tender Portal- NIC (http://etenders.gov.in) from next working day of receipt of approval by Competent Authority.** The **Contractor** who downloads the NIT documents from the website will be required to pay a non-refundable fee of Rs.25000/- (Rupees Twenty-Five Thousand only) at the time of the submission of the Bid proposal.

Key Dates:
1. Last Date of Online Bid Submission (Online): ***-29.09.2026 (1100 Hrs)***
2. Date and time of Technical Bid opening: ***- 30.09.2026 (1100 Hrs)***
3. Date of Financial Bid opening: ***- To be intimated later.***

3. **Cost of Bid Documents (Non-Refundable): Rs. 25,000/-**

The Bidders shall pay online and submit a payment receipt for **Rs. 25000/-** (Rupees Twenty-Five Thousand only) towards cost of Bid Documents (non- refundable). Details of the designated bank account of NHIDCL Regional Office, Jammu is as under:

S. No.	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited (NHIDCL) Regional Office Jammu
2	Beneficiary Bank Account No.	76411010002171
3	Beneficiary Bank Branch IFSC	CNRB0002975
4	Beneficiary Bank Branch Name	Canara Bank, Channi-Himmat
5	Beneficiary Bank Address	Canara Bank, Channi Himmat, Jammu, J&K-180015

The RFP will be invited through e-tendering portal of NHIDCL only. Refer procedure under e-tendering for submission of RFP through e-tendering.

4. NHIDCL reserves the right to reject and cancel all quotations without assigning any reasons.

5. Address for any type of communication/ clarifications is given below: -

Regional Office, NHIDCL
H. No. 261 Sector No. 6, Channi Himmat,
Jammu (Jammu & Kashmir)-180015
E-mail: rojammunhidcl@gmail.com , Website: www.nhidcl.com

National Highways Infrastructure Development Corporation Ltd.
Regional Office Jammu

Supply, Installation, Testing, Commissioning, Operation & Maintenance of Centralized Control & Monitoring System (CCMS) for Street Lighting on National Highways under NHIDCL, UT of J&K on Five (05) Year Contract Basis.

BID DOCUMENT

Aug-2026

Regional Office, NHIDCL
H. No. 261 Sector No. 6, Channi Himmat,
Jammu (Jammu & Kashmir)-180015
E-mail: rojammunhidcl@gmail.com , Website: www.nhidcl.com

National Highways Infrastructure Development Corporation Ltd.
Regional Office Jammu
SECTION –I
NOTICE INVITING TENDER (NIT)

Dated: 28.08.2026

Name of Work: ***Supply, Installation, Testing, Commissioning, Operation & Maintenance of Centralized Control & Monitoring System (CCMS) for Street Lighting on National Highways under NHIDCL, UT of J&K on Five (05) Year Contract Basis.***

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1. The BOQ form and terms & conditions for the above service work may be downloaded from NHIDCL website http:// www.nhidcl.com **or E-Tender Portal- NIC (http://etenders.gov.in) from next working day of receipt of approval by Competent Authority.** The **Contractor** who downloads the NIT documents from the website will be required to pay a non-refundable fee of Rs.25000/- (Rupees Twenty-Five Thousand only) at the time of the submission of the Bid proposal.

Key Dates:
1. Last Date of Online Bid Submission (Online): ***-29.09.2026 (1100 Hrs)***
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3. **Cost of Bid Documents (Non-Refundable): Rs. 25,000/-**

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The RFP will be invited through e-tendering portal of NHIDCL only. Refer procedure under e-tendering for submission of RFP through e-tendering.

4. NHIDCL reserves the right to reject and cancel all quotations without assigning any reasons.

5. Address for any type of communication/ clarifications is given below: -

Regional Office, NHIDCL
H. No. 261 Sector No. 6, Channi Himmat,
Jammu (Jammu & Kashmir)-180015
E-mail: rojammunhidcl@gmail.com , Website: www.nhidcl.com

SECTION –II (INFORMATION TO BIDDERS)

Name of Work: ***Supply, Installation, Testing, Commissioning, Operation & Maintenance of Centralized Control & Monitoring System (CCMS) for Street Lighting on National Highways under NHIDCL UT of J&K on Five (05) Year Contract Basis.***

Introduction: -

Bids are invited from firms having a **minimum of three (03) years' experience** in supply, installation, testing, commissioning, operation and maintenance of Centralized Control & Monitoring Systems (CCMS) for Street Lighting on National Highways.

Experience certificates shall be issued by Central / State Government departments, Public Sector Undertakings (PSUs), or Municipal Corporations

Note:

1. In case of nominated sub-contractor, a certificate from the Executive Engineer or equivalent of the Prime Employer should be obtained from whom an approval for subcontractor has been obtained.

1. **Scope of Work: -**

The scope of work shall include:

a. Supply of **Centralized Control & Monitoring System (CCMS) feeder panels** conforming to the technical specifications provided in **Section-IV (Technical Specifications)**, including hardware, energy meters, communication modules, enclosure, stand, and all associated accessories.

b. Installation, testing, and commissioning of CCMS feeder panels at designated switching points along National Highways, service roads, and slip roads.

c. Operation of the CCMS for **automated and remote ON/OFF control** of street lighting based on astronomical (sunrise/sunset) timings and central control commands.

d. Preventive and breakdown maintenance of CCMS hardware, communication systems, and web-based central monitoring software for the entire contract period.

e. Supply, replacement, and upkeep of all consumables and accessories including SIM cards/data connectivity, batteries, relays, protection devices, and other replaceable components required for uninterrupted CCMS operation.

f. Training of operators and NHIDCL/Authority personnel for operation, monitoring, report generation, and basic troubleshooting of the CCMS.

g. Continuous monitoring, logging, and reporting of electrical parameters, energy consumption, system performance, faults, and alerts in compliance with applicable energy efficiency and safety standards.

h. Deployment and integration of the CCMS on **National Highways** including GIS-based mapping and centralized supervision.

2. **Information about Bidding: -**

3.1	Address of the Authority for correspondence	**Regional Office, NHIDCL** **H. No. 261 Sector No. 6, Channi Himmat,** **Jammu (Jammu & Kashmir)-180015** **Email: rojammunhidcl@gmail.com , Website: www.nhidcl.com**

3.2	Availability of Bid Documents	The bid documents will be available for download from NHIDCL website **http://www.nhidcl.com** or E-Tender Portal-NIC (https://etenders.gov.in
3.3	Earnest Money Deposit/Bid Security	Bid security amounting to **five Lakh** in the form of Demand Draft / Bank Guarantee in favour of NHIDCL Regional office Jammu payable at Jammu.
3.4	Performance Security	Equivalent to 10 % of Contract Price in the form of Bank Guarantee (on approved format)/Demand Draft, in favour of NHIDCL Regional Office, Jammu payable at Jammu after issuance of Letter of Acceptance (LOA).
3.5	**Last Time and date of submission of Bid**	***29.09.2026 11:00 AM***
3.6	**Time and date of opening of Technical Bid**	**30.09.2026 11:00 AM**
3.7	**Duration of Contract**	**60 months (05Years), which may be extended/curtailed by the Authority based on performance & mutual consent.**
3.8	**Cost of Bid**	**Rs. 25000/-(Twenty-Five Thousand only) online in Authority's designated bank account of NHIDCL Regional Office, Jammu.**

4. **Method of Bidding: -**
   - **4.1 The bidder shall upload following documents: -**
     - **a)** The Proof of online payment for Tender Fee.
     - **b)** **Proof of** Bid Security.
     - **c)** Power of Attorney for signing the bid.
     - **d)** Joint bidding Agreement for JV, if any.
     - **e)** Experience certificates must be issued by the **Central / State Government, PSU, or Municipal Corporation.**
   - **4.2 Additional information/ Guideline: -**
     - **a)** Bidders shall upload copies of all documents listed above while submitting the bid online.
     - **b)** Technical & Financial evaluation of bid and declaration of result shall be done based on the documents received online after confirmation of Tender Cost in NHIDCL Regional Office, Jammu account.
     - **c)** Bidders shall be asked to submit originals of all documents listed above after declaration of bid evaluation result by Authority.
     - **d)** All the Bidders (including individual or any of its Joint Venture Members) failing to submit the original documents required as per 4.1 above shall be unconditionally debarred from bidding in NHIDCL projects for a period of 1 year.

5. In case L-1 Bidder fails to submit the originals as per para 4.1, the bidding process shall be annulled and tenders shall be re-inviting and the bid security amount of L1 bidder shall be encashed.
6. Authorized Signatory holding Power of Attorney or person executing/delegating such Power of Attorney shall only be the Digital Signatory. In other cases, the BID shall be considered **non - responsive**
7. **Eligibility Criteria: -**

   a) The Bidder shall be a Contractor engaged in the supply, installation, commissioning, operation and maintenance of **Centralized Control & Monitoring Systems (CCMS) for Street light work**, and shall have valid ownership/authorization for the proposed CCMS hardware and software.

b) The Bidder shall have a minimum experience of three (03) years in execution, operation and maintenance of CCMS for Street Lighting.

c) The Bidder shall have an average annual turnover of not less than ₹2.00 Crores during the last three (03) financial years.

d) Experience certificates in support of the above experience shall be attached with the Bid documents and shall be issued by **Central / State Government Departments, PSUs, or Municipal Corporations.**

8. **Earnest Money Deposit (EMD)/ BID Security: -**

The **Bidder** shall furnish, as part of the bid, an **Earnest Money Deposit (EMD) / Bid Security** of the amount specified in the RFP document. The EMD / Bid Security shall be submitted in the form of a **Demand Draft / e-Bank Guarantee of any scheduled commercial bank approved by RBI having a net worth of not less than Rs. 500 crore as per the latest annual report of the bank and must be in the name of Employer**, drawn in favour of **NHIDCL Regional Office, Jammu**, payable at **Jammu**, or through any other mode as permitted on the e-tendering portal.

Any bid not accompanied by an acceptable EMD / Bid Security shall be treated as **non-responsive** and shall be rejected by NHIDCL. The EMD / Bid Security of unsuccessful bidders shall be returned as per applicable rules.

9. **Bid Validity: -**

The bids shall be valid for 120 days from the date of opening as prescribed in 3.6 above.

8. **Bid Submission: -**

The bidder shall be submitting Technical & Financial proposal/bid only in the online e-portal (https://etenders.gov.in) in accordance to the bidding document.

9. **Bid opening**

The technical bids will be opened in the presence of bidder or their authorized representative, who wish to be present at the time of opening of bid, on due date. After scrutiny and evaluation of technical bids, NHIDCL shall inform those who are eligible for opening of financial bid and dates of opening of financial bid shall be intimated later only in e-portal (https://etenders.gov.in) to those bidders fulfilling the eligibility criteria and whose bids are considered responsive by the committee.

10. **Performance Security: -**

The successful bidder will be required to submit the performance security for an amount specified in 3.4 in the form of e-Bank Guarantee (e-B.G.)/ Demand Draft in favour of **NHIDCL Regional Office, Jammu** within 7 days of issue of letter of acceptance **(LOA)**. The performance security shall be refunded after successful completion of contract.

11. **Award and signing of Contract: -**

NHIDCL, RO-Jammu shall issue Letter of Acceptance to the lowest bidder, whose Technical and Financial bid have been found technically and financially acceptable. The successful bidder shall then submit performance security within 7 days and execute the Agreement with NHIDCL on non-judicial stamp paper of Rs.100/- (Rs. One Hundred Only).

12. **Right to vary quantities: -**

NHIDCL reserves the right, at any time during the contract period, to **increase or decrease the number of CCMS feeder panels / locations / units** to be supplied, installed, operated and maintained, as per the actual requirement of services, **without any change in the agreed rate(s), terms and conditions of the Contract**.

13. **Right to reject any or all the quotations: -**
    NHIDCL reserves right to reject any or all the bids without assigning any reason and no claim of whatsoever nature will be entertained for such act.

SECTION-III (TERMS & CONDITIONS)

1. The **Bidder/Contractor** shall have valid registration with the **GST Department** on the last date of submission of the Bid.

2. **The Bidder shall own or have valid authorization/arrangement** for the supply, installation, operation and maintenance of **Centralized Control & Monitoring System (CCMS) feeder panels**, including hardware, software, communication modules, and accessories conforming to the technical specifications prescribed in the RFP. Documentary proof of ownership/authorization shall be uploaded with the Bid.

3. **All CCMS feeder panels, controllers, energy meters and associated equipment** proposed under the Bid shall be new, unused, and of latest manufacture, and shall be in sound working condition at the time of installation.

4. In case any CCMS equipment, software platform, or communication service is provided through third-party arrangements, **valid authorization agreements / MOUs / licenses**, duly signed and legally valid, shall be submitted along with the Bid. Systems without valid authorization documents shall not be considered.

5. **All CCMS feeder panels and associated equipment shall be comprehensively insured**, wherever applicable, from a valid Insurance Company. The insurance shall be kept valid by the Contractor at its own cost during the entire contract period.

6. **NHIDCL shall not be responsible for any damage, theft, accident, cyber incident, data loss, or third-party claims** arising during installation, operation, or maintenance of the CCMS. The entire liability shall rest with the Contractor.

7. The Bidder shall quote rates **inclusive of all costs**, including but not limited to supply, installation, testing, commissioning, operation, monitoring, maintenance, software licenses, server/cloud charges, SIM cards/data connectivity, batteries, spare parts, consumables, insurance, and all other incidental charges **except GST**. The CCMS shall be operated and maintained on a **24×7 basis throughout the year**, as per NHIDCL operational requirements.

8. **The scope/number of CCMS feeder panels/locations may be increased or decreased by NHIDCL** based on actual requirements. The variation shall be payable accordingly as per quoted rate.

9. The Contractor shall deploy **qualified, trained, and experienced technical personnel** for installation, operation, monitoring, and maintenance of the CCMS. All personnel shall follow prescribed safety norms. Any cost related thereto shall be deemed included in the quoted rates.

10. In case of **failure, malfunction, communication breakdown, or non-availability of any CCMS feeder panel or software service**, the Contractor shall restore the system with maximum period of **48 hours** from the time of reporting/Intimation. Failure to restore services within the stipulated time shall attract penalties of **₹5,000/- (Rupees Five Thousand only)** per instance or as specified in the RFP, recoverable from bills or Performance Security.

11. The CCMS shall be used exclusively for **monitoring, control, and automation of street lighting systems** on **National Highways / Associated infrastructure** under the jurisdiction of NHIDCL, **UT of J&K** or as directed by NHIDCL RO Jammu.

12. The Bidder shall quote rates **clearly in words and figures**. In case of discrepancy, rates quoted in words shall prevail.

13. **Performance shall be measured** based on service levels as prescribed in the RFP. Monthly performance review and reconciliation shall be carried out.

14. The Contractor shall submit **monthly invoices certified by the Engineer-in-Charge** for release of payment.

15. **No escalation or revision** in quoted rates shall be allowed during the entire contract period, except as expressly provided in the RFP.

16. The Contractor shall commence and complete the installation work within **the period specified in the Letter of Acceptance (LOA)**.

17. Evaluation of bids shall be carried out on **L1 basis**, as specified in the RFP.

18. The successful Bidder shall submit all required statutory documents and execute the **Contract Agreement** on non-judicial stamp paper of Rs.100/- at its own cost.

19. The Contract shall initially be valid for **Five (05) Years**, including comprehensive Operation & Maintenance, subject to satisfactory performance.

20. In case of persistent failure to perform, NHIDCL shall have the right to **suspend or debar** the Contractor from participating in future tenders of MoRTH/NHAI/NHIDCL for a specified period.

21. NHIDCL reserves the right to **reject any or all bids** without assigning any reason.

22. The Contract may be terminated by either party by giving **one (01) months' notice**, without any compensation, as per termination provisions of the RFP

23. Bids received after the due date and time shall be **summarily rejected**.

24. Corrigendum / amendments, if any, shall be published only on the **NHIDCL website (**http://www.nhidcl.com**)/ e-Tender portal (https://etenders.gov.in)**.

25. NHIDCL reserves the right to **modify, cancel, or annul** the tender process at any stage without assigning any reason.

26. The Contractor shall ensure **uninterrupted availability of all consumables, spares, accessories, software support, communication services (SIM/data connectivity), batteries, and replacement components** required for continuous and reliable operation of the **Centralized Control & Monitoring System (CCMS)** throughout the contract period.

27. The Bidder shall quote rates as specified in the **Financial Bid (BOQ)** — monthly / per-machine basis, as applicable.

28. NHIDCL shall have **no obligation**:
    (a) Towards payment of wages, benefits, or statutory dues of Contractor's personnel.
    (b) For losses due to negligence, accidents, or statutory violations by the Contractor.
    (c) For theft, fire, or misconduct by Contractor's staff.
    (d) For disputes between Contractor and its employees.

29. All disputes shall be subject to ***UT of J&K*** jurisdiction only.
30. For Force Majeure, please refer Annexure- A1
31. For Arbitration – A2

32. For the indemnification clause, please refer Annexure- A3

Regional Office, NHIDCL
H. No. 261 Sector No. 6, Channi Himmat,
Jammu (Jammu & Kashmir)-180015
Email: rojammunhidcl@gmail.com , Website: www.nhidcl.com

Signature of the Applicant/

Authorised representative

Date:
Place:

(Seal of Bidder)

Letter Head of Bidder

UNDERTAKING

I/We, M/s _____, having our registered office at _____, hereby submit this Bid for the **Supply, Installation, Testing, Commissioning, Operation and Maintenance of Centralized Control & Monitoring System (CCMS) for Street Lighting** for use by the **National Highways Infrastructure Development Corporation Limited *UT of J&K***.

I/We hereby undertake to **accept, comply with, and abide by all the terms and conditions, technical specifications, eligibility criteria, scope of work, and provisions** contained in the **Notice Inviting Tender (NIT), Request for Proposal (RFP), and all other tender documents**, without any deviation, qualification, or reservation whatsoever.

Signature of the Applicant/
Authorised representative

Date:
Place:

(Seal of Bidder)

SECTION –IV (TECHNICAL BID)

The Technical bid shall consider following documents: -

1. Bid documents signed by the bidder on each page.
2. Cost of bid documents Rs. 25000/- to NHIDCL Regional Office, Jammu account).
3. Information of bidder in Annexure-I
4. Eligibility criteria in Annexure-II
5. Details of the proposed Centralized Control & Monitoring System (CCMS) components to be provided, as per Annexure-III.

TECHNICAL BID

ANNEXURE-I

Sr. No.	Particulars	Details
1.	Name of Bidder / Firm / Company	
2.	Detail address with Phone No.	
3.	Year of GST Registration	
4.	Name, Address & Phone No. Of the Authorized Signatory	
5.	Permanent Account Number (PAN) Firm/Company: Authorized Signatory:	
6.	Details of Payment of Cost of Bid:	Proof of payment shall be uploaded.
7.	Details of EMD	Proof of payment shall be uploaded.
8.	**Details of Similar Works Executed** during the last **three (03) years**	Name of Client (Central/State Government Department / PSU / Municipal Corporation / Urban Local Body / Highway Authority), **Contract Value**, **Number and Type of Centralized Control & Monitoring System (CCMS) feeder panels installed, operated and maintained**, **Period of Contract**, and **Contact Person details** (Name, Designation, Phone No. & Email ID).

Signature of the Applicant/
Authorised representative

Name:…….

Designation……....

Seal:……....

Date:

Place: **(Seal of Bidder)**

TECHNICAL QUOTATION
ANNEXURE-II

Documents satisfying eligibility criteria: -

Original / Certified copies of experience certificates for a minimum period of **three (03) year**, duly issued and signed by the competent authority **(not below the rank of Executive Engineer / Deputy General Manager / equivalent officer)** of **Central / State Government Departments / PSUs / Municipal Corporations, for supply, installation, operation and maintenance of Centralized Control & Monitoring Systems (CCMS) for Street lighting work.**

Name, Signature &
Seal of Bidder

Date:

Place:

Annexure-III

****Details of Proposed Centralized Control & Monitoring System (CCMS):**
*(To be provided as per Bid Conditions)***

Specifications

S. No.	Features	Description
1	**Operational Features**	a) The CCMS unit shall be capable of switching **ON and OFF** the street lights of an individual switching point and/or networked switching points from the **Central Control Station**, either instantaneously or automatically throughout the year based on **sunrise and sunset timings**, depending on the geographical location of the switching point. b) The CCMS unit shall be a **GPRS and/or GSM-based (with unique IMEI number)** proven technology remote street lighting monitoring system with in-built protection against **short circuit, over-voltage, surge, and anti-theft/tamper alerts**. c) The CCMS unit shall be provided with a **battery backup of minimum 12 hours**. d) The CCMS shall have **optically isolated communication ports** for secure data transfer and protection against unauthorized access. e) The **rating of the CCMS unit shall be minimum twice the connected lighting load**. f) The CCMS unit shall be provided with **auto-reset / plunger switch facility** to restore the incomer/outgoing MCB automatically in auto mode. g) The CCMS unit shall have an **independent hardware timer** to ensure operation of street lights in case of network failure or any technical glitch.
2	**Energy Measurement & Communication Features**	a) Each CCMS feeder panel shall be provided with a **3-Phase, 4-Wire Energy Meter**, ISI marked, LT AC, CT operated, static, **DLMS compliant (Category C1)**, with CT ratio **100/5A or 200/5A**, having **Accuracy Class 0.5S** for both active and reactive energy, with **Optical Port and RS-232/RS-485 communication port**, along with compatible software, to be installed inside the CCMS panel. b) The CCMS control panel shall include, but not be limited to, **MCB, MCCB, contactors, relays, transformer, controller, SPD, and associated accessories**. c) The CCMS unit shall be capable of recording and providing the following parameters at programmable time intervals, switching-point wise and/or networked switching points: – Phase-wise Voltage – Phase-wise Current – Power Factor – Active Power (kW) – Apparent Power (kVA) – Cumulative Energy (kWh) – Cumulative Energy (kVAh) d) Recording of **number of glowing hours** of LED luminaires connected with each switch controller. e) Recording of **power supply interruption duration**. f) Provision of **special emergency ON/OFF operation through wireless control**. g) Benchmarking and threshold setting capability for generation of **SMS alerts** for: – Phase-wise over/under current – Phase-wise

S. No.	Features	Description
		over/under voltage – MCB trip – Theft / tamper alert – Group failure of lights – No output supply. h) Alert SMS shall be forwarded to **minimum five (05) mobile numbers**. i) Provision for future integration of **smart solutions** such as environmental sensors, Wi-Fi hotspots, etc. j) **Class 0.5S accuracy energy meter**, with type test report from **NABL accredited laboratory**, shall be provided. The energy meter shall be **calibrated annually**. k) In case of an inbuilt energy meter, it shall be DLMS compliant, and shall have **Class 0.5S** accuracy for active energy (kWh) measurement. The integrated system shall measure, record and communicate all required electrical parameters including kWh, Voltage, Current, kW, kVA, kVAR, Power Factor and Frequency, and shall meet all data logging, reporting and functional requirements specified in the tender without any relaxation of performance criteria.
3	**Web-Based Central Control & Monitoring System**	a) CCMS shall have a **web-based central server** to receive, store, and process data from all CCMS units with **time stamping**. b) The system shall allow **individual and group-wise control and monitoring** of switching points. c) The system shall record **glowing and non-glowing hours** of LED luminaires for each switching point. d) Display of **power failure details** feeder-wise and luminaire-wise. e) Registration and display of **all fault conditions** such as over-voltage, over-current, power failure, contactor failure, door open alarm, etc., with real-time alerts. f) Generation of **daily automated reports** including energy consumption, energy savings, lamp failure, actual operating hours, and system uptime (%). g) **Role-based user access control** with capability to handle large-scale deployments. h) **GIS / Google Map based visualization** of all CCMS switching points. i) Remote configuration of CCMS units including ON/OFF timings, automation response time, system reset, and status monitoring. j) Minimum data update interval of **15 minutes**, programmable up to **1 minute**. k) **GPS-based time synchronization** of controllers and central server. l) Secure data storage for **minimum 24 months online** and archived data for entire contract period. m) Cyber security provisions including **jamming/hacking detection**, self-healing mechanism, and fail-safe operation ensuring default ON/OFF operation during system failure.

Declaration

I/We hereby certify that the above-mentioned machines are **owned / validly leased**, are in sound working condition, and fully comply with the technical specifications and eligibility requirements of the RFP.

Signature of the Applicant

(Seal of Bidder)

Date:
Place:

Annexure- C

ON NON-JUDICIAL PAPER of RS.100/-

To,
Executive Director (P)
Regional Office, NHIDCL
H. No. 261 Sector No. 6, Channi Himmat,
Jammu (Jammu & Kashmir)-180015
Email: rojammunhidcl@gmail.com , Website: www.nhidcl.com

Name of Work:

I/We hereby submit a declaration that the bid submitted by the undersigned, on behalf of **[Name of the Bidder]**, shall **not be withdrawn or modified** during the period of validity of the bid, i.e. **not less than 120 (One Hundred Twenty) days** from the bid due date.

I/We, on behalf of **[Name of the Bidder]**, further accept that in case the bid is withdrawn or modified during the period of its validity, or if we fail to sign the Contract Agreement in case the work is awarded to us, or fail to submit the **Performance Security** within the time specified in the RFP, then **[Name of the Bidder]** shall be liable to be **suspended/debarred** from participation in the tendering process for works of **MoRTH / NHAI / NHIDCL and other Centrally Sponsored Schemes**, for a period of **one (01) year** from the bid due date of this work, as per applicable rules.

[Name of the bidder]

(Signature, Name and Designation of the Authorized Signatory)

Annexure- D

FORM OF e-BANK GUARANTEE FOR BID SECURITY
(e-BGs Only - Entity ID of NHIDCL is AAECN7759E)

To

Executive Director (Projects)

National Highways & Infrastructure Development Corporation Ltd.

House no. 261, Sector -06, Channi- Himmat, Jammu, 180015

Email – rojammunhidcl@gmail.com

WHEREAS _____(Name of Tenderer) (hereinafter called the Tenderer) wishes to submit his tender for "Supply, Installation, Testing, Commissioning, Operation & Maintenance of Centralized Control & Monitoring System (CCMS) for Street Lighting on National Highways under NHIDCL, RO-Jammu on Five (05) Year Contract Basis." herein called "the Tender" KNOW ALL MEN by these present that we _____(Name of Bank) of _____(Name of country) having our registered office at (_____) (hereinafter called the 'Bank') are bound unto the ---------- (hereinafter called "the Employer") in the sum of Rs. (Rupees) *for which payment can truly be made to the said Employer. The Bank bind themselves, their successors and assigns by these present with the common seal of the Bank this day_____ of _____and undertake to pay the amount of Rs _____ (Rs. in words) to the Employer upon receipt of his first written demand without the Employer having to substantiate his demand.

The conditions of this obligation are:

i) If the tenderer withdraws his tender during the period of Tender validity specified in the Form of Tender.

Or

ii) If the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of tender validity.

a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or

b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders.

We undertake to pay to the Employer upto the above amount upon receipt of his first written demand, without the employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of any one of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including the date 45 days beyond the validity of the bid as stated in the Instructions to Bidders or as it may be extended by the Employer, at any time prior to the closing date for submission of the Tenders Notice of which extension to the Bank is hereby waived. Any demand in respect of this guarantee should be made on the Bank on or before the date of expiry of this guarantee.

This guarantee shall also be operatable at our ..... Branch at Jammu, from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____(Rs. _____in words) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is served upon us on or before _____all our liability under this guarantee shall cease.

E-Bank Guarantee has been sent to authority's bank through SFMS gateway as per the details below:-

S. No.	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited (NHIDCL) Regional Office Jammu
2	Beneficiary Bank Account No.	76411010002171
3	Beneficiary Bank Branch IFSC	CNRB0002975
4	Beneficiary Bank Branch Name	Canara Bank, Channi-Himmat
5	Beneficiary Bank Address	Canara Bank, Channi Himmat, Jammu, J&K-180015

SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE BANK _____

NAME AND DESIGNATION _____

EMPLOYEE CODE NUMBER SEAL OF THE BANK _____

SIGNATURE OF THE WITNESS (IF THIS IS TO BE WITNESSED AS PER BANK'S POLICY)

_____

NAME OF THE WITNESS _____

ADDRESS OF THE WITNESS _____

FORM OF e-BANK GUARANTEE FOR PERFORMANCE SECURITY/ ADDITIONAL PERFORMANCE SECURITY

(e-BGs Only - Entity ID of NHIDCL is AAECN7759E)

To

Executive Director (Projects)

National Highways & Infrastructure Development Corporation Ltd.

House no. 261, Sector -06, Channi- Himmat, Jammu, 180015

Email – rojammunhidcl@gmail.com

WHEREAS…… (name and address of contractor) hereinafter called "the contractor" has undertaken, in pursuance of Letter of Acceptance No. ……. Dated……. to execute……. (name of Contract and brief description of Works) (hereinafter called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you with a Bank Guarantee for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREOF we hereby affirm that we are the guarantor and responsible to you on behalf of the Contractor, up to a total of Rs…… (amount of guarantee) (Rupees… (in words), , and we undertake to pay you, upon your first

written demand and without cavil or argument, any sum or sums within the limits of……... (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed there under or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 60 days from the date of expiry of the Defects Liability Period.

This guarantee shall also be operatable at Jammu, from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. (Rs. _____in words) and the guarantee shall remain valid till.....Unless a claim or a demand in writing is served upon us on or before_____all our liability under this guarantee shall cease.

Signature and seal of the Guarantor with Name, Designation, Employee Code Number & Telephone umber……

Name of the Issuing Bank/ Branch ……Name of the Controlling Branch/Bank…..

Address & Telephone Number……Address & Telephone Number…….

Date……..

In the presence of (if this is to be witnessed as per bank's policy)……

1…… (Name, Address & Occupation)

2…… (Name, Address & Occupation)

An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract including additional security for unbalance bids, if any and denominated in Indian Rupees.

Name of work: Supply, Installation, Testing, Commissioning, Operation & Maintenance of Centralized Control & Monitoring System (CCMS) for Street Lighting on National Highways under NHIDCL *UT of J&K* on Five (05) Year Contract Basis.

Time Period: - Five Year (60 Months)

Bill of Quantities (To be filed separately in Financial Bid only)

Sl. No.	Name of Item	Unit	Quantity	Quoted Rate (₹)
1	**Supply, Installation, Testing & Commissioning of Centralized Control & Monitoring System (CCMS)** conforming to the Technical Specifications of the RFP under **Section-IV (Technical Bid)**, including but not limited to: a) CCMS Feeder Panel (3-Phase) with enclosure, pole-mounted or ground/stand-mounted, and accessories etc. b) CCMS Controller / RTU / Gateway with GPRS/GSM communication c) 3-Phase DLMS compliant Energy Meter d) Protection devices (MCCB/MCB/ELCB/SPD, relays, contactors, etc.) e) Antenna, wiring, earthing, and all hardware accessories f) Web-based Central Control & Monitoring Software	**Per CCMS**		___
2	**Operation & Maintenance (O&M) of CCMS**, including software support, server/cloud hosting, SIM/data connectivity, batteries, consumables, spares, preventive & breakdown maintenance, fault rectification, and reporting, complete in all respects, **shall be payable at the rate of 12.5 % of the accepted CCMS supply and installation cost per feeder panel per year**, **applicable after completion of the first year**, **for the remaining period of the five-year contract.**			

Name, Signature &
Seal of Bidder

BOQ

Preferable wattage consumption - 10-25 kW for active power, LED light 180 Watts, 63/25 kVA Transformers as per actual site condition, Ingress Protection- IP-65/66

Sl. No.	Project Name	No. of LED light (In Nos.)	Total required CCMS (Tentative) (In nos.)
1	Jammu-Akhnoor Road on NH-144A (4th Tawi Bridge to Hanuman Chowk Akhnoor Jammu)	200	04
2	Goha-Khellani Pkg-III on NH-244 Stretch (Khellani, Doda)	49	03
3	Khellani-Khanabal Pkg-I on NH-244 Stretch (Khellani, Doda & PremNagar)	56	04
4	Khellani-Khanabal Pkg-II on NH-244 Stretch (PremNagar (Doda), Thathri (Kishtwar)	59	05
5	Khellani-Khanabal Pkg-III on NH-244 Stretch (Thathri, Drabshalla (Kishtwar)	17	01
6	Kishtwar Town NH-244 Stretch	200	03
7	Khellani-Khanabal Pkg-V on NH-244 stretch (Krurya, Dadpeth, Mugal Maidan Chatroo (Kishtwar).	126	04
8	Khellani-Khanabal PKG-VI on NH-244,	642	12
9	Construction of (i) Connecting Road from Z-Morh Tunnel to Zojila Tunnel and (ii) 14.150 km long bi-directional tunnel across Zojila Pass on Sonamarg-Kargil section of NH-01 on EPC mode in the Union Territories of Jammu & Kashmir and Ladakh (Approach Road)	108	04
10	Construction, Operation & Maintenance of Z-Morh tunnel including approaches on Srinagar Sonamarg section connecting National Highway no. 1 in the UT of J&K on DBFOT annuity basis (Approach Road)	286	05
11	Widening/Up-Gradation of Intermittent Two Lane plus Paved Shoulder Stretches to Four Lane between Design Km 148+589 (Existing Km 235+070) (Vailoo) to Design Km 176+532 (Existing Km 263+070) [Donipawa] of 9.866 Km Length on Khellani– Khanabal Section of NH-244 in the UT of Jammu & Kashmir	486	08
	Total	**2229**	**53**

*** No. of CCMS Panels is tentative, which will be executed as per actual site requirement which depends on Power Consumption, No. of Transformer & No. of lights/attached Panel.**

"Annexure – A1"

2.7 Force Majeure

2.7.1 Definition

(a)
For the purposes of this Contract, **"Force Majeure"** means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to:

- war
- riots
- civil disorder
- earthquake
- fire
- explosion
- storm
- flood or other adverse weather conditions
- strikes, lockouts or other industrial action *(except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent)*
- confiscation or any other action by government agencies

(b)
Force Majeure shall not include:
(i) any event which is caused by the negligence or intentional action of a Party or such Party's sub-consultants, agents or employees; nor
(ii) any event which a diligent Party could reasonably have been expected to:

(A) take into account at the time of the conclusion of this Contract, and

(B) avoid or overcome in the carrying out of its obligations hereunder.

(c)
Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care, and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken

(a)
A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.

(b)
A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than **fourteen (14) days** following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c)
The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation

Not later than **thirty (30) days** after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

Annexure -A2

ARBITRATION

1 Dispute Resolution

1.1 In the event of any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably.

1.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

2 **Escalation of Dispute**:

In the event of any Dispute(s) between the Parties remains unresolved within 30 (thirty) days of the notice in writing referred to in Clause 25.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to Arbitration or Conciliation in accordance with the provisions of Clause 25.3

3 **Arbitration, Conciliation and Adjudication of Dispute**

3.1 Any Dispute between the Parties the sum of which is of value less than Rupees 10 Crores which remains unresolved between the Parties through the mechanisms available/ prescribed in the Agreement, which has not been agreed upon/ reached settlement by the Parties, will be referred either to SAROD, (a Society registered under Society's Act, 1860 vide Registration no. S/RS/SW1049/2013) duly represented by Government/ Authority and National Highways Builders Federation (NHBF) or to India International Arbitration Centre ("IIAC").

3.1.1 The appointment of Tribunal, Code of conduct for Arbitrators and fees and expenses of SAROD/IIAC and the Arbitral Tribunal shall also be governed by the Rules of SAROD as amended from time to time or the India International Arbitration Centre Act 2019 and the regulations framed thereunder as amended from time to time. The rules of SAROD are placed at Annex-I.

3.1.2 Subject to the provisions of The Limitation Act, 1963, as amended from time to time, Arbitration may be commenced during or after the Contract Period, provided that the obligations of Authority and the Contractor shall not be altered by reason of the Arbitration being conducted during the Contract Period.

3.1.3 The venue of Arbitration shall be New Delhi, or a place selected by governing body of SAROD or IIAC, as the case may be, and the language for all documents and communications between the Parties shall be English.

3.1.4 Each Party shall bear its own costs and expenses incurred in connection with the arbitral proceedings.

3.1.5 The arbitrators. shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Article / shall be final and binding on the Parties as from the date it is made, and the Contractor and the Authority agree and undertake to carry out such Award without delay.

3.1.6 The Contractor and the Authority agree that the Award may be enforced against the Contractor and/or the Authority, as the case may be, and their respective assets wherever situated.

3.2 Any Dispute between the Parties, the sum of which is of value Rupees 10 Crores or above, which remains unresolved between the Parties through the mechanisms available or prescribed in the Agreement, which has not been agreed upon/ reached settlement by the Parties, will be resolved by Conciliation as per the Arbitration and Conciliation Act, 1996.

3.3 The Contractor and the Authority agree that the Award or a settlement agreement may be enforced against the Contractor and/or the Authority, as the case may be, and their respective assets wherever situated.

3.4 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any Arbitration hereunder. Further the Parties unconditionally acknowledge and agree that notwithstanding any Dispute between them, each Party shall proceed with the performance of its respective obligations, pending resolution of Dispute in accordance with this Article.

3.5 This provision relating to Conciliation under the Arbitration and Conciliation Act, 1996 shall cease to apply once the provisions relating to substitution of conciliation process by mediation are notified under Mediation Act, 2023, Thereafter "Conciliation" herein be referred to as Mediation as per the provisions of the Mediation Act 2023.

3.6 Notwithstanding anything to the contrary contained in the Agreement, it is agreed that any Dispute between the Parties the sum of which is of value equal to or above Rupees 10 Crores shall not be referred to Arbitration. It is further agreed that all declaratory disputes or non-monetary disputes shall not be referred to Arbitration. For the avoidance of doubt, it is clarified that nothing herein shall prevent the Parties from seeking resolution of such Disputes through civil courts.

Annexure – A3

LIABILITY AND INDEMNITY

36.1 General indemnity

36.1.1

The Contractor shall indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (the **"Authority Indemnified Persons"**) against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Contractor of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of services by the Contractor to the Authority or to any User, or from any negligence of the Contractor under contract or tort or on any other ground whatsoever, **except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Authority Indemnified Persons.**

36.1.2

The Authority shall indemnify, defend, save and hold harmless the Contractor against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature arising out of (a) defect in title and/or the rights of the Authority in the land comprised in the Site, and/or (b) breach by the Authority of any of its obligations under this Agreement or any related agreement, which materially and adversely affect the performance by the Contractor of its obligations under this Agreement, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Agreement or any related agreement, and/or breach of its statutory duty on the part of the Contractor , its subsidiaries, affiliates, contractors, servants or agents, the same shall be the liability of the Contractor .

36.2 Indemnity by the Contractor

36.2.1

Without limiting the generality of Clause 36.1, the Contractor shall fully indemnify, hold harmless and defend the Authority and the Authority Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

(a) Failure of the Contractor to comply with Applicable Laws and Applicable Permits;

(b) Payment of taxes required to be made by the Contractor in respect of the income or other taxes of the Contractor 's contractors, suppliers and representatives; or

(c) Non-payment of amounts due as a result of materials or services furnished to the Contractor or any of its contractors which are payable by the Contractor or any of its contractors.

36.2.2

Without limiting the generality of the provisions of this clause, the Contractor shall fully indemnify, hold harmless and defend the Authority Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Authority Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Contractor or by the Contractor 's Contractors in performing the Contractor 's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Contractor shall make every reasonable effort, by giving a

satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Project, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Contractor shall promptly make every reasonable effort to secure for the Authority a license, at no cost to the Authority, authorizing continued use of the infringing work. If the Contractor is unable to secure such license within a reasonable time, the Contractor shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing.

36.3 Notice and contest of claims

In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this clause (the **"Indemnified Party"**), it shall notify the other Party (the **"Indemnifying Party"**) within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

36.4 Defence of claims

36.4.1
The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this clause, the Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defence.

The Indemnified Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnifying Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.

36.4.2
If the Indemnifying Party has exercised its rights under Clause 36.3, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

36.4.3
If the Indemnifying Party exercises its rights under Clause 36.3, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:

(a) The employment of counsel by such party has been authorized in writing by the Indemnifying Party;

(b) The Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defence of such action;

(c) The Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defence of such action and shall have been so notified by the Indemnified Party; or

(d) The Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:

(i) that there may be specific defences available to it which are different from or additional to those available to the Indemnifying Party; or

(ii) that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement;

Provided that if Sub-clauses (b), (c) or (d) of this Clause 36.4.3 shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defence of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

36.5 No consequential claims

Notwithstanding anything to the contrary contained in this clause, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement.

36.6 Survival on Termination

The provisions of this clause shall survive Termination.