

**Public Works Department (NH), Maharashtra
Government of Maharashtra**

**Ministry of Road Transport & Highways
(MoRT&H)**



**Supply, Installation, Testing, Commissioning, Operation & Maintenance
of Centralized Control & Monitoring System (CCMS) for Highway
Lighting on National Highways under the Jurisdiction of National
Highway Circle, Chatrapati Sambhajanagar , in the State of
Maharashtra on Five (05) Year Contract Basis.**

BID DOCUMENT

July 2026

**The Ministry of Road Transport & Highways through Public Works
Department (NH) Government of Maharashtra**

Notice Inviting Bid

Bid/ Package No. NHD/PEN/AB/TC/1558 / Dated 14.07.2026

Name of Work: Supply, Installation, Testing, Commissioning, Operation & Maintenance of Centralized Control & Monitoring System (CCMS) for Highway Lighting on National Highways under the Jurisdiction of National Highway Circle, Chatrapati Sambhajanagar, in the State of Maharashtra 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.

- The BOQ form and terms & conditions for the above service work may be downloaded from official portal of the CPPP website <https://eprocure.gov.in> from next working day of receipt of approval by Competent Authority. The Contractor who download the NIT documents from the website will be required to pay a non-refundable fee of **Rs.10,000/- (Rupees Ten Thousand only)** at the time of the submission of the Bid proposal.
 - The Bidders shall also submit Rs.11,800/- [Rs. Three Thousand Five Hundred Forty Only] towards the cost of tender [Tender fee Rs. 10,000/- [Rs. Ten Thousand Only] to be submitted through the portal “bharatkosh.gov.in” (scanned copy of receipt / document to be submitted online on eprocure.gov.in] + 18% GST amounting to Rs.1800/- Rs. One thousand eight hundred Only Contractor should have to pay applicable amount of GST @18% on tender document fee under head Reverse Charge Mechanism under GST act and Challan Receipt / Document in support of online payment to be submitted online on eprocure.gov.in)

Key Dates:

1. Last Date of Online Bid Submission (Online): - **12/08/2026**
2. Date and time of Technical Bid opening: - **14/08/2026**
3. Date of Financial Bid opening: - **Will be announced later**

- Cost of Bid Documents (Non-Refundable): **Rs. 10,000/-**

The Bidders shall pay online and submit a payment receipt for **Rs. 10,000/- (Rupees Ten Thousand only)** towards cost of RFP at the time of the submission of the Bid proposal through Bharatkosh website <https://bharatkosh.gov.in> payable to Regional Pay and Accounts Officer PAO - 034650 - PAO (NH), Mumbai MoRTH, DDO Code- 234652 S.E., PAO Code-002193. Proof of fee submission shall be submitted along with the technical proposal.

Guidelines for depositing tender fee online through Bharatkosh portal

- 1. Tender fee shall be deposited ONLY online through the NTRP portal (Non-tax receipt payment) of the Government of India (bharatkosh.gov.in)**
- 2. Tender fee paid through any other mode shall not be accepted and any such bid shall be summarily rejected.**
- 3. The GST amount on tender fee shall be paid through a demand draft in favour of the concerned Executive Engineer.**
- 4. The steps to be followed for online payment of tender fee –**
 - (i) Visit www.bharatkosh.gov.in**
 - (ii) Click on Non-Registered Users**
 - (iii) On the next page – fill the following details:**
 - (a) Depositor's category – Individual / Corporates as applicable**
 - (b) Click on the search icon in "PURPOSE"**
 - (c) In the page that follows –**
 - (i) Select – Road Transport & Highways for Ministry**
 - (ii) Then click on "SEARCH" button in the bottom of the page**
 - (iii) In the page that follows – for selecting "PURPOSE", look for and click on "Sale of Tender Documents" on page 2 of the list.**
 - (iv) Fill of rest of the form as follows –**
 - (a) Pay & Account Office (PAO) – 034650 – PAO(NH), Mumbai**
 - (b) Drawing & Disbursing Office (DDO) – 234652 – S.E.**
 - (c) Amount – Rs. 20000**
 - (d) Remarks – Name of the Project & Name of NH Division**
 - (v) Click on "ADD" (vi) On the next page, after verifying details, click on "NEXT".**
 - (vii) On the next page, fill up Bidder details, and mode of payment – Either "ONLINE" or "SWIFT/NEFT/RTGS" as applicable.**
 - (viii) Click on "NEXT" to make payment & enter payment details.**
 - (ix) Save a copy of the payment receipt to enclose with bid.**

The RFP will be invited through e-tendering portal of official portal of the CPPP website <https://eprocure.gov.in> only. Refer procedure under e-tendering for submission of RFP through e-tendering.

The complete BID document can be viewed / downloaded from official portal of the CPPP website <https://eprocure.gov.in/eprocure/app> from 14.07.2026 to 12.08.2026 (upto 17.00 Hrs. IST). Bidder must submit its Financial bid and Technical Bid at <https://eprocure.gov.in/eprocure/app> on or before (upto 12.08.2026 at 17:00 hours IST). Bids received online shall be opened on 14/08/2026 (at 11.00 hours IST).

- Please note that the Authority reserves the right to reject and cancel all quotations without assigning any reasons.
- Address for any type of communication/ clarifications is given below: -

In the office of the Secretary, National Highway, (P.W.) 5th floor C.B.D. Belapur
Konkan Bhavan, Navi Mumbai -400614.

In the office of the Superintending Engineer, National Highway Circle, 6th floor
C.B.D. Belapur Konkan Bhavan, Navi Mumbai -400614.

nhmumbai.se@gmail.com, eenhpen@gmail.com

SECTION -II (INFORMATION TO BIDDERS)

Name of Work: Supply, Installation, Testing, Commissioning, Operation & Maintenance of Centralized Control & Monitoring System (CCMS) for Highway Lighting on National Highways under the Jurisdiction of National Highway Circle, Chatrapati Sambhajanagar, in the State of Maharashtra 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 Highway 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.

• 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 Highway 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 MORTH/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.

• Information about Bidding: -

3.1	Address of the Authority for correspondence	In the office of the Secretary, National Highway, (P.W.) 5 th floor C.B.D. Belapur Konkan Bhavan, Navi Mumbai -400614. cenhmaharashtra@gmail.com In the office of the Superintending Engineer, National Highway Circle, 6 th floor C.B.D. Belapur Konkan Bhavan, Navi Mumbai -400614. nhmumbai.se@gmail.com , eenhpen@gmail.com
3.2	Availability of Bid Documents	The bid documents will be available for download from MORTH CPPP website https://eprocure.gov.in
3.3	Earnest Money Deposit/Bid Security	Bid Security of Rs. 5.00 Lakhs (Five lakhs only) in the form of Insurance Surety Bond (in the format at Appendix- X issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India) or Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque or Bank Guarantee (including e-Bank Guarantee) in the format at Appendix-II from a Scheduled bank in favour of Executive Engineer, N.H. Division, Pen. <u>Bid Security shall remitted through SFMS Gateway & Account details are as below :-</u> Bank Account No.375105001299 Name of Bank Account :- Executive Engineer, National Highway Division, Pen. Account Type :- Current Bank & Branch Name :- ICICI Bank, Branch Pen Raigad 402 107. IFSC Code :- ICIC0003751. MICR Code :- 402229051.
3.4	Performance Security	Equivalent to 10 % of Contract Price in the form of Bank Guarantee (on approved format)/Demand Draft, in favour of Secretary, National Highway, (P.W.) Konkan Bhavan, Navi Mumbai after issuance of Letter of Acceptance (LOA).
3.5	Last Time and date of submission of Bid	upto 12.08.2026 at 17:00 hours IST
3.6	Time and date of opening of Technical Bid	on 14/08/2026 (at 11.00 hours IST).
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	Cost of Bid Documents (Non-Refundable): Rs. 10,000/-

		The Bidders shall pay online and submit a payment receipt for Rs. 10,000/- (Rupees Ten Thousand only) towards cost of RFP at the time of the submission of the Bid proposal through Bharatkosh website https://bharatkosh.gov.in payable to Regional Pay and Accounts Officer PAO - 034650 - PAO (NH), Mumbai MoRTH, DDO Code- 234652 S.E., PAO Code-002193. Proof of fee submission shall be submitted along with the technical proposal.
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• **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 MORTH Regional Office/RPAO, Mumbai 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 MORTH 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-invited.

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. Bid Security of Rs. 5.00 Lakhs (Five lakhs only) in the form of Insurance Surety Bond (in the format at Appendix- X issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India) or Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque or Bank Guarantee (including e-Bank Guarantee) in the format at Appendix-II from a Scheduled bank; drawn in favour of Executive Engineer N H Division, Pen, payable at Pen 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 MORTH/Tender inviting Authority. 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.

10 Bid Submission: -

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

11 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, MORTH/Tender inviting Authority 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://eprocure.gov.in>) to those bidders fulfilling the eligibility criteria and whose bids are considered responsive by the committee.

12 Performance Security: -

The successful bidder will be required to submit the performance security for an amount specified in 3.4 in the form of Bank Guarantee (B.G.)/ Demand Draft in favour of Secretary, National Highway, (P.W.) Konkan Bhavan, Navi Mumbai within 7 days of issue of letter of acceptance (LOA). The performance security shall be refunded after successful completion of contract.

13 Award and signing of Contract: -

Tender inviting Authority 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 Secretary, National Highway, (P.W.) Konkan Bhavan, Navi Mumbai on non-judicial stamp paper of Rs.100/- (Rs. One Hundred Only).

14 Right to vary quantities: -

MORTH 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.**

15 Right to reject any or all the quotations: -

MORTH 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. **MORTH/Authority 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 MORTH's operational requirements.

8. The scope/number of CCMS feeder panels/locations may be increased or decreased by MORTH/Authority 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 Highway Lighting systems on National Highways / Associated infrastructure** under the jurisdiction of **Secretary, NH(P.W.), Maharashtra** or as directed by MORTH.
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 with respect to completed projects. The payment shall be made on actual installation basis only in respect of completed projects. Payment during O&M shall be made as per applicable % as defined in the agreement.
15. From every payment for works during installation, the Authority shall deduct 10% thereof as guaranteed money for performance of the obligation of the Contractor. Upon occurrence of a Contractor's default, the Authority shall without prejudice to its other rights and remedies hereunder or in law, be entitled to appropriate the relevant amount from the retention money as damages for such contractor's default. On successful and satisfactory installation of all the CCMS feeder panels, the Authority shall refund the balance of retention money after adjustment, to the Contractor.
16. **No escalation or revision** in quoted rates shall be allowed during the entire contract period, except as expressly provided in the RFP.
17. The Contractor shall commence and complete the installation work within **the period specified in the Letter of Acceptance (LOA)**.
18. Evaluation of bids shall be carried out on **L1 basis**, as specified in the RFP.
19. 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.
20. The Contract shall initially be valid for **Five (05) Years**, including comprehensive Operation & Maintenance, subject to satisfactory performance.

21. In case of persistent failure to perform, MORTH/Authority shall have the right to **suspend or debar** the Contractor from participating in future tenders of MoRTH/NHAI/NHIDCL for a specified period.
22. MORTH reserves the right to **reject any or all bids** without assigning any reason.
23. The Contract may be terminated by either party by giving **one (01) months' notice**, without any compensation, as per termination provisions of the RFP.
24. Bids received after the due date and time shall be **summarily rejected**.
25. Corrigendum / amendments, if any, shall be published only on the **MORTH CPP website**(<https://eprocure.gov.in>).
26. MORTH reserves the right to **modify, cancel, or annul** the tender process at any stage without assigning any reason.
27. 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.
28. The Bidder shall quote rates as specified in the **Financial Bid (BOQ)** –per machine basis, as applicable.
29. MORTH 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.
30. All disputes shall be subject to Mumbai jurisdiction only.
31. For Force Majeure, please refer Annexure- A1
32. For Arbitration, please refer Annexure - A2
33. For the indemnification clause, please refer Annexure- A3

Address:

In the office of the Secretary, National Highway, (P.W.) 5th floor C.B.D. Belapur
Konkan Bhavan, Navi Mumbai -400614. cenhmaharashtra@gmail.com

In the office of the Superintending Engineer, National Highway Circle, 6th floor
C.B.D. Belapur Konkan Bhavan, Navi Mumbai -400614.

nhmumbai.se@gmail.com, eenhpen@gmail.com

Signature of the Applicant/

Authorized 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 Highway Lighting for use by the
Ministry of Road Transport and Highways (MORTH), Regional Office, Navi Mumbai through
Secretary , NH(P.W.), Maharashtra

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/
Authorized representative

Date:

Place:

(Seal of Bidder)
SECTION -IV (TECHNICAL BID)

The Technical bid shall consider following documents: -

- Bid documents signed by the bidder on each page.
- Cost of bid documents Rs. 10,000/- to MORTH Regional Office/RPAO, Mumbai account).
- Information of bidder in Annexure-I
- Eligibility criteria in Annexure-II
- Details of the proposed Centralized Control & Monitoring System (CCMS) components to be provided, as per Annexure-III.

TECHNICAL BID
Information of bidder

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 (CC/feeder panels installed, operated and maintained) Period of Contract, and Contact Person details (Name, Designation, Phone No. & Email ID).

Signature of the Applicant/
Authorized representative

Name:.....

Designation.....

Seal:.....

Date:

Place:

(Seal of Bidder)

TECHNICAL QUOTATION

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:

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

Specifications

S. No.	Features	Description
1	Operational Features	- 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. - The CCMS unit shall be a GPRS and/or GSM-based (with unique IMEI number) proven technology remote Highway Lighting monitoring system with in-built protection against short circuit, over-voltage, surge, and anti-theft/tamper alerts. - The CCMS unit shall be provided with a battery backup of minimum 12 hours. - The CCMS shall have optically isolated communication ports for secure data transfer and protection against unauthorized access. - The rating of the CCMS unit shall be minimum twice the connected lighting load. - The CCMS unit shall be provided with auto-reset / plunger switch facility to restore the incomer/outgoing MCB automatically in auto mode. - 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	- 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. - The CCMS control panel shall include, but not be limited to, MCB, MCCB, contactors, relays, transformer, controller, SPD, and associated accessories. - 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) - Recording of number of glowing hours of LED luminaires

		connected with each switch controller. • Recording of power supply interruption duration. • Provision of special emergency ON/OFF operation through wireless control. • Benchmarking and threshold setting capability for generation of SMS alerts for: - Phase-wise over/under current - Phase-wise over/under voltage - MCB trip - Theft / tamper alert - Group failure of lights - No output supply. • Alert SMS shall be forwarded to minimum five (05) mobile numbers. • Provision for future integration of smart solutions such as environmental sensors, Wi-Fi hotspots, etc. • Class 0.5S accuracy energy meter, with type test report from NABL accredited laboratory, shall be provided. The energy meter shall be calibrated annually. • 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	• CCMS shall have a web-based central server to receive, store, and process data from all CCMS units with time stamping. • The system shall allow individual and group-wise control and monitoring of switching points. • The system shall record glowing and non-glowing hours of LED luminaires for each switching point. • Display of power failure details feeder-wise and luminaire-wise. • 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. • Generation of daily automated reports including energy consumption, energy savings, lamp failure, actual operating hours, and system uptime (%). • Role-based user access control with capability to handle large-scale deployments. • GIS / Google Map based visualization of all CCMS switching points. • Remote configuration of CCMS units including ON/OFF timings, automation response time, system reset, and status monitoring. • Minimum data update interval of 15 minutes, programmable up to 1 minute. • GPS-based time synchronization of controllers and central server. • Secure data storage for minimum 24 months online and archived data for entire contract period. • Cyber security provisions including jamming/hacking

		detection , self-healing mechanism, and fail-safe operation ensuring default ON/OFF operation during system failure.
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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:

ON NON-JUDICIAL PAPER of RS.100/-

To,
the Secretary, National Highway, (P.W.)
5th floor C.B.D. Belapur Konkan Bhavan,
Navi Mumbai -400614.

cenhmaharashtra@gmail.com

eenhpen@gmail.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 / MORTH / 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)

Name of work: Supply, Installation, Testing, Commissioning, Operation & Maintenance of Centralized Control & Monitoring System (CCMS) for Highway Lighting on National

Highways under the Jurisdiction of National Highway Circle, Konkan Bhavan, Navi Mumbai, in the State of Maharashtra 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: • CCMS Feeder Panel (3-Phase) with enclosure, pole-mounted or ground/stand-mounted, and accessories etc. • CCMS Controller / RTU / Gateway with GPRS/GSM communication • 3-Phase DLMS compliant Energy Meter • Protection devices (MCCB/MCB/ELCB/SPD, relays, contactors, etc.) • Antenna, wiring, earthing, and all hardware accessories • Web-based Central Control & Monitoring Software	Per CCMS	222*	—
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 (i.e. 1 st year maintenance charge is Nil, 2 nd , 3 rd , 4 th & 5 th year maintenance charge is 12.5% of the contract price for each year).			

*** 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.**

**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

Sr No.	Project Name	No. of LED Lights	Total required CCMS Panels
1	753F Sillod Town	155	5
2	752H Palphata - Phulambri - Khultabad	344	11
3	752H Shivoor - Yeola	176	6
4	752H Daulatabad T-point to shivoor	51	2
5	361F Kharwandi - Rajuri	96	3
6	752E Paithan - Shirur - Kharda	20	1
7	NH-548B Latur-Pangaon	422	14
8	NH-548B Parli Pimpila Dhaiguda	120	4
9	NH-361H Parli Dharmapuri	110	4
10	NH 548B Lokhandi sawargaon to Renapur (Latur) highway from existing km. 32+225 to 66+688 of NH548B & Ambajogai Bypass from Existing km 0+000 to km 3+820 (Two/Four Lane with Paved shoulders Configuration road) in the state of Maharashtra under Performance Based Maintenance Contract (PBMCI) 2023-24	524	17
11	NH 361F Rehabilitation and upgradation of Parli to Sirsala section of NH361F (Km.136+700 to 115+000) (Length=21.70 km) to Two Lanes with paved shoulder /Four Lane configurations on EPC mode in the State of Maharashtra	178	6
12	NH 548B AUSA to Omerga	414	14
13	NH 63 Yedshi to Latur	85	3
14	NH-561 NH 561 Sabalkhed to Ashti Section from km. 37+900 to km. 55+100 & Chinchpur to Jamkhed section from km. 70+000 to 72+922	353	12
15	NH 561 & NH-361F Rehabilitation & Upgradation of Shirapur Junction to Shivaji Chowk (Design Chainage Km.130+00 to km. 144+500) section of NH-561 & Barshi Naka to Jarud Phata (Design chainage Km. 49+500 to 59+500) section of NH-361F to Two lanes with paved shoulders/ Four Lanes configuration on EPC mode in the State of Maharashtra (Total project Length = 24.5 km).	215	7
16	NH 752K Upgradation of Parbhani to Gangakhed (Design Chainage Km 0.00 to 35.885, Km 46.62 to Km 82.505) section of NH-752K of NH-752K on EPC Mode in the state of Maharashtra	450	15
17	NH-753 H Rehabilitation / Up-gradation of Bhokardan to Kumbhari Fata Design Ch.(Km	282	9

	13+500 to 17+000) and Rajur to Jalna Design Ch.(Km 39+850 to 62+420) to 2L+PS/4L Configuration Section of NH 753-H in the state of Maharashtra on EPC mode.		
18	753M Rehabilitation /Upgradation of Highway to 2Lane /4Lane with paved Shoulder Configuration from Chikali-Dhad (Km 000+000 to Km 28+000) Section of NH 753M (Chikhali- Hasnabad) on EPC Mode in the State of Maharashtra	60.00	2
19	548B Rehabilitation and Upgradation of Pathri to Selu section Design chainage from km 41/000 to 47/900 (L- 6.90 km) & Selu to Deogaon Phata section Design chainage from km 63/100 to km 68/700 (L- 5.60 km) of Injegaon- Sonpeth- Pathri-Selu- Degaon Phata road NH-548B to 2-lane/4-lane with paved shoulder (Rigid Pavement) configuration on EPC Mode in the State of Maharashtra.	116	4
20	753H Rehabilitation and Upgradation of Existing Carriageway to 2 lane/ 4 lane with Paved Shoulder Configuration from Wadigodri to Dhangripimpri(Km.0+000 to Km.30+390) Section of NH-753H on EPC Mode in the State of Maharashtra.(Pkg -1)	188	6
21	753H Rehabilitation and Upgradation of Existing Carriageway to 2 lane/ 4 lane with Paved Shoulder Configuration from Dhangripimpri to Jalna (Km. 30+390 to Km.50+264) and Ambad Chowk to Mantha Chowk (Km. 0+000 to Km. 5+243) Section of NH-753H on EPC Mode in the State of Maharashtra (Package -2)	411	14
22	753M Rehabilitation and Up-gradation of Chikhli-Bhokardan-Sillod-Jalna National Highway Package-2 from Dhad to Bhokardan (Km. 28/000 to Km 67/600) & Bhokardan to Sillod (Km 12/500 to Km 0/000) to Two lane with paved shoulders four lane configurations in the state of Maharashtra on EPC Mode.	196	7
23	752-I Rehabilitation & Up-gradation of Jintur-Shirad Shahapur EPC Project from Km (258+300) to (306+300) to two lane with Paved Shoulder	138	5
24	752-I Rehabilitation and upgradation to Two lanes with paved shoulder configuration from Watur to Charthana section of NH 752 I from Km 0.00 to Km 27.00 (design Chainages) on EPC mode in the state of Maharashtra.	176	6
25	161A Up-gradationof Dhanora to Kothari Section of NH161A from km 198+074 to km255+724 to two lanes with paved shoulder (Nanded-Kinwat Mahur-Arni road design chainage fromkm90+000	300	10

	(Kothari) to km147+650 (Dhanora) junctionNH361(57.650 km) in the state of Maharashtra onEPC Mode. 3) Length:57.650Km		
26	161A Rehabilitation & Up-gradation of Mudkhed to Nanded section from Km. 372+000 to Km 388+400 of NH 161A i.e. Nanded-Bhokar-Himayatnagar-Kinwat-Mahur-Arani Road (Design chainage from Km 372+000 (Mudkhed) to Km 387+650 (Nanded) of NH 161A) (Length 15.65 Km) to 2/4Lane with paved shoulders configuration in the State of Maharashtra on EPC mode.	47	2
27	752K Gangakhed to Kingaon NH 752K	70	2
28	361F Gangakhed-Palam-Loha NH 361F	152	5
29	752-I Ardhapur - Himayatnagar section of NH-752I (Km 0.00 - km 64.700) 2L+PS.	320	11
30	752-I Himayatnagar - Fulsawangi section of NH 752I (km 64/700-km 103/713) - EPC - 2L+PS.	57	2
31	161A Sarsam - Kothari of NH-161A - 2L + PS from Km.33/00 to 90/00	90	3
32	161A Rehabilitation and upgradation of Bhokar-Sarsam	120	4
33	752I Construction of new 2-lane ROB near Bhendegaon in lieu of L.C. No. 165-B at Design Ch. 60+780 along with approaches (Ch. 60+179 to 61+278) of NH-752I in the State of Maharashtra on EPC mode.	184	6
	Grand Total	6620	222*

*** 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”

Force Majeure

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. 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.

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.

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.

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.

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.

DISPUTE RESOLUTION

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 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 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 Appendix III.

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 Concession Period, provided that the obligations of Authority and the Concessionaire shall not be altered by reason of the Arbitration being conducted during the Concession Period.

3.1.3 The venue of Arbitration shall be New Delhi or a place selected by governing body of SAROD 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 Concessionaire/Contractor and the Authority agree and undertake to carry out such Award without delay.

3.1.6 The Concessionaire/Contractor and the Authority agree that the Award may be enforced against the Concessionaire /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 Concessionaire/Contractor and the Authority agree that the Award or a settlement agreement may be enforced against the Concessionaire/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.

LIABILITY AND INDEMNITY

1 General indemnity

1.1.1

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.**

1.1.2

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.

1.2 Indemnity by the Contractor

1.2.1

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.

1.2.2

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.

1.3 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.

1.4 Defence of claims

1.4.1

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.

1.4.2

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).

1.4.3

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.

1.5 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.

1.6 Survival on Termination

The provisions of this clause shall survive Termination.