



O & M of facilities/ amenities at Chhuipali T.P (Km. 123+206 of Aurang- CG/ Odisha section of NH-53) & Dhank Toll Plaza (Km. 182+636 of Aurang- CG/ Odisha section of NH-53) on both sides (LHS & RHS) under Highway Nest (Mini) including toilets in CG under PIU Abhanpur

NATIONAL HIGHWAYS AUTHORITY OF INDIA

(Ministry of Road Transport & Highways, Govt. of India)

Operation and Maintenance of facilities/amenities at Chhuipali Toll Plaza (Km. 123+206 of Aurang- CG/ Odisha section of NH-53) and Dhank Toll Plaza (Km. 182+636 of Aurang- CG/ Odisha section of NH-53) on both sides (LHS & RHS) under Highway Nest (Mini) including toilets in the State of Chhattisgarh under the jurisdiction of PIU Abhanpur.

BID DOCUMENT

12014/2/2024-PIU Abhanpur/Highway Nest (Mini)/A-S



PART –I

National Highways Authority of India
Project Implementation Unit- Abhanpur
Montfort, RHS Building, NH-30, Jhanki, Abhanpur
Dist.-Raipur- 493661 (C.G.)
Email :- piudhamtari@nhai.org
Phone:0771-3134656, 8130006233



O & M of facilities/ amenities at Chhuipali T.P (Km. 123+206 of Aurang- CG/ Odisha section of NH-53) & Dhank Toll Plaza (Km. 182+636 of Aurang- CG/ Odisha section of NH-53) on both sides (LHS & RHS) under Highway Nest (Mini) including toilets in CG under PIU Abhanpur

I N D E X

Sl. No.	Particulars	Page
	PART - I	
1	Invitation of Bid	3-4
	Section-I	
2	Instructions to Bidders (ITB)	5-13
	Section-II	
3	General Conditions	14-17
4	Additional Conditions for Operations & Maintenance of Toilets	18-19
	Section-III	
5	Annexure-I - Details of Toll Plaza of PIU Abhanpur	20
6	Annexure-II - NHAI's Project Implementation Unit- Abhanpur	21
7	Annexure-III - Qualification Information	22-23
8	Annexure-IV - Affidavit	24
9	Bid Securing Declaration	25
10	Undertaking	26
11	Annexure-V - Form of Agreement	27-28
	PART - II	
	Section-IV	
12	Format for Financial Bid for Operation and maintenance of Highway Nest (Mini)	30
13	Procedure under e-tendering	31-33



O & M of facilities/ amenities at Chhuipali T.P (Km. 123+206 of Aurang- CG/ Odisha section of NH-53) & Dhank Toll Plaza (Km. 182+636 of Aurang- CG/ Odisha section of NH-53) on both sides (LHS & RHS) under Highway Nest (Mini) including toilets in CG under PIU Abhanpur



National Highways Authority of India

(Ministry of Road Transport & Highways, Govt. of India)

NIT No. 12014/2/2024-PIU Abhanpur/Highway Nest (Mini)/A-S/ Date: 10.07.2026

Invitation of Bid

[Through e-tendering]

National Highways Authority of India (NHAI) invites Bids through e-tendering from Venders/ Authorized Agencies / Owners of Hotel / Restaurants / Individual business owners for **Operation and Maintenance of facilities/ amenities at Chhuipali Toll Plaza (Km. 123+206 of Aurang- CG/ Odisha section of NH-53) and Dhank Toll Plaza (Km. 182+636 of Aurang- CG/ Odisha section of NH-53) on both sides (LHS & RHS) under Highway Nest (Mini) including toilets in the State of Chhattisgarh under the jurisdiction of NHAI, PIU-Abhanpur (C.G) on license basis for a period of 02 (two) years** as per the terms and conditions specified by the National Highways Authority of India, PIU-Abhanpur. These Kiosks/ locations will be allotted on “As is and where is” basis. No extra facilities will be provided at later stage. The Kiosks / premises can also be inspected by the Applicants during office hours on any working day by contacting the concerned Project Director of NHAI (as per **Annexure-I**). The Applicants are advised to inspect the premises as mentioned at Annexure-I before submitting Bid.

- It is mandatory for all the Bidders to have Class-III Digital Signature Certificate (with both DSC Components i.e. Signing & Encryption in the name of authorized Signatory (who will sign the Bid) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA's from the link www.cca.gov.in to participate in e-tendering of NHAI).
- To participate in the e-bid submission, it is mandatory for the bidders to get themselves registered their firm/consortium with the NHAI e-Tendering Portal (<https://etenders.gov.in>) to have a user ID & Password.
- Each Applicant must submit cost of Bid Document amounting to Rs.5,000/- (non-refundable) **through online in the following Authority's Bank Account :**

Particulars	Details
Name of Beneficiary	NHAI, PIU-Dhamtari
Name of Bank	Canara Bank
Account No.	3355201000003
IFSC Code	CNRB0004866
Branch Name	Abhanpur

Proof of online payment receipt shall be enclosed along with the Bid in online while submission.

Applicants without submission of cost of Bid Document shall not be considered and shall be rejected out rightly.



5. The detail BID document can be viewed/downloaded from the website www.nhai.gov.in or <https://etenders.gov.in> from 10.07.2026 to 29.07.2026 (upto 15:00 Hours). The Bids shall be submitted on or before 29.07.2026 upto 15:00 Hours in online. The Bids will be opened at 17:00 Hours on 30.07.2026 in the presence of Bidder's representative, if they wish.
6. In addition to the Cost of Bidding document, each bid should be accompanied with Bid Securing Declaration in the enclosed format. Applicants without submission of Bid Securing Declaration, the Bid shall not be considered and shall be rejected out rightly.
7. The bid should be submitted online in the prescribed format given in the website. No other mode of submission is acceptable.
8. **The Authorized Signatory holding Power of Attorney shall be the Digital Signatory. Also, Digital Signature of Both the persons i.e. Person granting Power of Attorney (POA) and the Person holding POA as responsive otherwise non-responsive.**
9. The Project Director, NHAI shall have every right to (a) cancel / withdraw/ amend the advertisement or extend the due date at his sole discretion or (b) accept or reject any tender without assigning any reason.
10. All the pages of the bid documents submitted will be signed by the applicant.
11. For any clarification, the office of the undersigned may be contacted:

**The Project Director,
National Highways Authority of India
Project Implementation Unit-Abhanpur
Montfort, RHS Building, NH-30, Jhanki
Abhanpur, Dist-Raipur-493661
Email - piudhamtari@nhai.org**



Section I

Instructions to Bidders (ITB)

A. General

1. Scope of Bid

- 1.1 The Employer (i.e. Chairman, National Highways Authority of India) invites bids for “as described in these documents and referred to as facilities / amenities”. The name and identification number of the works is provided in the Notice Inviting Tender
- 1.2 The successful bidder will be expected to Operation and Maintenance of facilities/ amenities at **Chhuipali Toll Plaza (Km. 123+206 of Aurang- CG/ Odisha section of NH-53) and Dhank Toll Plaza (Km. 182+636 of Aurang- CG/ Odisha section of NH-53) on both sides (LHS & RHS) under Highway Nest (Mini) including toilets in the State of Chhattisgarh under the jurisdiction of NHAI, PIU-Abhanpur** on license basis for a period of 02 (two) years as per the terms and conditions specified by the National Highways Authority of India, PIU-Abhanpur, Chhattisgarh.
- 1.3 Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (bidder/tenderer, bid/tender, bidding/tendering, etc.) are synonymous.

2. Source of Funds

- 2.1 The expenditure on this project will be met by National Highways Authority of India (NHAI).

3. Eligible Bidders

- 3.1 This Invitation for Bids is open to all bidders meeting the qualification requirements prescribed in this document.
- 3.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government.
- 3.3 The Applicant shall submit an undertaking on stamp paper of Rs.100/- that he/his/firm has not been blacklisted by any State/Central Govt. Bodies/ Undertakings/ Court of law to participate in the tender as per specimen enclosed (**Annexure-IV**).



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- 3.4 The Bids are invited in two stage tendering process i.e. Technical Bid and Financial Bid. The interested agencies/parties/ firms shall mention their trade/activity in the Technical bids, which would be evaluated by a Technical Evaluation Committee. Technical Bid and Financial Bid shall be submitted in in online only. No other mode will be accepted. All the pages uploaded will be signed by the Power of Attorney holder.
- 3.5 Technical bid will be evaluated only of those Applicants, whose Tender fees are found correct. After scrutiny of the information received in Technical Bid, clarifications, if any, wherever necessary, will be obtained from the party. After necessary appraisal of the party's experience and technical expertise in the bid, technical short-listing will be done and based on that Financial Bids of technically qualified bids only will be opened for evaluation.
- 3.6 Financial Bid of Technical Eligible Applicant only will be evaluated. **Financial Bid should be submitted online** only. There is no minimum monthly fee, but in case of multiple eligible applicants, the one offering highest total licensee fees (cumulative for all the Highway Nest Minis) will be selected. In Financial bid, applicant have to quote monthly license fees against Kiosks/premises (two at each toll plaza), including Operation and Maintenance of Toilets. Applicant offering highest total licensee fees (cumulative for all the Highway Nest Minis) will be awarded Letter of Award (LOA) for kiosks/premises at toll plazas. The format for financial Bid is given in **Annexure-VI (to be submitted online only)**.
- 3.7 The bidder is expected to examine bid conditions carefully all instructions, etc. in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. The bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.
- 3.8 It is responsibility of bidder to Operation and Maintenance of facilities / amenities at Toll Plazas (**locations as per Annexure-I**) of under Highway Nest (Mini) including toilets for entire contract period of two years.
4. **Qualification of the Bidder**
- 4.1 All bidders shall furnish the following information and documents with their bids as qualification Criteria/ Information.
- a) Bidder shall be Venders/ Agencies/ Owners of Hotel/Restaurants/ Individual business owners/firm.
 - b) Minimum experience of one year in relevant field, i.e. Hotel/ Restaurants including operation & maintenance of toilets.
 - c) Average annual turnover in operation and maintenance of the restaurants/Hotels etc. performed by bidder in last three years, shall not
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be less than Rs.5 lakhs.

- d) He/his/firm has not been blacklisted by any State / Central Govt. Bodies/ Undertakings/ Court of law to participate in the tender.

5. The bidders are requested to submit their Bids in online only.

5.1 **Technical Bid** containing technical proposal including the following-

- (i) Online paid receipt amounting to **Rs.5,000/- (Rupees Five thousand only)**
- (ii) Bid Securing Declaration.
- (iii) A certificate from Chartered Accountant stating Total monetary value of operation and maintenance of the restaurants/Hotels etc. performed by bidder in last three years.
- (iv) A valid Food License will be submitted.
- (v) Proof of company/agency in the form of registration at district level in the Shop Act or in the form of PAN CARD/GST No. TAN along with supporting documents and name of work in Chhattisgarh state. Self-attested copies of original documents defining the constitution or legal status of firm, place of registration, and principal place of business.
- (vi) The Applicant shall submit an undertaking on stamp paper of Rs.100/- that he/his/firm has not been blacklisted by any State/Central Govt. Bodies/ Undertakings/ Court of law to participate in the tender as per specimen enclosed (**Annexure- IV**).
- (vii) Written power of attorney
- (viii) Qualification information as per Annexure-III.

5.2 **Financial bid:** The bidders must submit their quote for operations & Maintenance of Highway Nest (Mini) including Toilets in Annexure VI. **The Financial Bid shall be submitted online only. No other form shall be accepted.**

5.3 All Bids will be received on specified date and time, and technical quotation shall be opened & evaluated by committee as per schedule.



6. Scope of work:

- 6.1 National Highways Authority of India invites Bids for the work of Operation and Maintenance of facilities/ amenities at Chhuipali Toll Plaza (Km. 123+206 of Aurang- CG/ Odisha section of NH-53) and Dhank Toll Plaza (Km. 182+636 of Aurang- CG/ Odisha section of NH-53) on both sides (LHS & RHS) under Highway Nest (Mini) including toilets in the State of Chhattisgarh under the jurisdiction of NHAI, PIU Abhanpur (C.G) on license basis for a period of 02 (two) years as per the terms and conditions specified by the National Highways Authority of India, PIU-Abhanpur (C.G).

7. Cost of Bidding

- 7.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid and the Employer will, in no case, be responsible or liable for those costs.

8. Bidding Documents

8.1 Content of Bidding Documents

The set of bidding documents comprises the documents listed below and if any addenda issued in accordance ITB:

PART- I:

Notice Inviting Bid, Instructions to Bidders, Qualification Information, General Conditions, Additional conditions, Agreement and Annexures.

PART – II: Financial Document

9. Language of Bid

All documents relating to the Bid shall be in English.

- 10 The bidder shall quote rates/prices (both in figures and words) in the financial document. In case of discrepancy of amount in words & figures, the amount in words shall prevail.
11. All duties, taxes, GST and other levies payable by the Bidder/Agency under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price quoted by the Bidder.
12. The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.
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13. Representatives of the bidders' who choose to attend may attend the opening of the bids at PIU-Abhanpur on the date and time as mentioned above. However, such representatives shall be allowed to attend the opening of the bids only if they produce letter of authority on the letter head of the bidder, at the time of opening of bids as mentioned above.
 14. The Bidders are advised to submit their Bids well before the Bid Due Date. The Authority shall not be responsible for any delay in submission / receipt of Bids. NHAI reserves the right to accept or reject any or all Bids without assigning any reason thereof.
 15. **Bid Validity: Bids shall remain valid for a period of 120 days after the deadline date for bid submission.**
 16. **Bid Securing Declaration**

The bidder has to sign a Bid Securing Declaration accepting that if the bidder withdraw or modify its bid during the period of validity i.e. not less than 120 (one twenty) days from the bid due date or if the bidder is awarded the contract and fail to sign the contract or to submit a performance security before the deadline defined in the request for bid documents, the bidder will be suspended for participation in the tendering process for the works of NHAI and works under other Centrally sponsored schemes, for a period of two years from the bid due date of this work. The bid securing declaration shall be submitted as per the format at Annexure-A (Format for Bid Securing Declaration). **Any bid not accompanied by an acceptable Bid Securing Declaration, shall be rejected by the Employer as non-responsive.**
 17. **Bid Opening and evaluation**

Firstly, '**Technical Bid**' of all the bids received shall be opened in the presence of the bidders/bidders' representative who choose to attend at the time date and place specified in the **IOB**. The 'Financial Bid' of those bidders whose technical bid has been determined substantially responsive shall be opened on a subsequent date which will be notified to such bidders.
 18. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.
 19. The Employer at the opening will announce the bidders' names and other details.
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20. The bids accompanied with valid cost of Bid Document and Bid Securing Declaration will be taken up for evaluation with respect to the Qualification Information and other information in the bid. As soon as possible, the Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration. However, to assist in the examination, evaluation of technical bids, the Employer may at his discretion, ask any bidder for clarification of his bid, however, no additional documents in support of clarification will be entertained.
21. The Employer shall inform the bidders, whose technical bids are found responsive, of the date, time and place of opening of the financial bids. The bidders so informed, or their representative, may attend the meeting of opening of financial bids
22. At the time of the opening of the 'Financial Bid', the names of the bidders whose bids were found responsive. The financial bids of only these bidders will be opened. The responsive bidders' names, the Bid prices, the total amount of each bid, any discount/rebate, modification of financial bids and such other details as the Employer may consider appropriate will be announced by the Employer at the time of bid opening. Any Bid price, which is not read out and recorded, will not be taken into account in Bid Evaluation.
23. A substantially responsive "Financial Bid" is one, which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
24. The Employer shall prepare the minutes of the opening of the Financial Bids.
25. **Correction of Errors**
Financial Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
 - a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
 - b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.



26. The amount stated in the Financial Bid will be corrected by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and action will be initiated as per provisions.

27. Process to be Confidential

Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

28. Award Criteria

Employer will award the Contract to the Bidder whose Bid has been determined, to be substantially responsive to the bidding documents and who has offered the highest total Bid price (cumulative for all the Highway Nest Minis).

29. Submission of Documents before issue of LOA:

The Bidder shall be required to submit original of documents listed below after declaration of bid evaluation result by the Authority i.e. before issue of LOA to the Authority:

- (i) Original Power of Attorney for signing the BID (whose digital signature certificate is used during e-tender submission)
- (ii) Original Bid Securing Declaration in the format at Annexure-A on Non-Judicial Stamp Paper
- (iii) An undertaking from the person having PoA that they agree and abide by the Bid documents uploaded by NHAI and amendments uploaded, if any.
- (iv) Affidavit duly notarized

30. Employer's right to accept any bid and to reject any or all bids.

Notwithstanding, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.



31. Notification of Award and Signing of Agreement.

- 31.1 The bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by email and courier/Registered post. This Letter of Acceptance will state the sum that the Contractor will pay to the Employer as prescribed in the Contract (hereinafter and in the Contract called the “Contract Price”).

32. Performance Security:

The successful Bidder, within 10 (ten) days from the date of issue of Letter of Acceptance shall deposit / transfer amounting to Rs.1,00,000/- (Rupees One lakh only) in the following NHAI's Account **for Kiosks/premises on both sides at toll plaza.**

Particulars	Details
Name of Beneficiary	NHAI, PIU-Dhamtari
Name of Bank	Canara Bank
Account No.	3355201000003
IFSC Code	CNRB0004866
Branch Name	Abhanpur

Proof of online payment receipt shall be submitted along with the letter addressed to the Project Implementation Unit (PIU) Abhanpur

- (i) In the event of breach or non-observance of any of the terms and conditions of this license deed the NHAI RO/PD may be initiated action as per Clause-17. The Performance Security will be refunded to the licensee after he/she hands over the vacant possession of the premises in original state to the concerned Project Director, NHAI on the expiry of the license period and No dues certificate by the concerned PD.

33. Signing of Agreement / License Deed

The successful Bidder will be required to sign an Agreement within 15 (seven) days from the date of **Letter of Acceptance** containing all the detailed terms and conditions. **The licensee shall take possession of the premises within 15 (fifteen) days from the signing of the Agreement i.e.** Operation and Maintenance of facilities/ amenities at Chhuipali Toll Plaza (Km. 123+206 of Aurang- CG/ Odisha section of NH-53) and Dhank Toll Plaza (Km. 182+636 of Aurang- CG/ Odisha section of NH-53) on both sides (LHS & RHS) under Highway Nest (Mini) including toilets in the State of Chhattisgarh under the jurisdiction of NHAI, PIU Abhanpur (C.G) **or as specified by the NHAI.**



34. **Fraudulent Practices**

The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to bid for any work with National Highways Authority of India, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contract, or in its execution.

The Employer requires the bidders/Contractors to strictly observe the laws against fraud and corruption enforced in India, namely, Prevention of Corruption Act, 1988

35. **Damage to Persons and Property:** The Contractor shall be responsible for any damaged to Highway Nest (Mini) building, water ATM, Public toilet block or any person due to this work against all losses and claims in respect of:

- (a) Death or injury to any person, or
- (b) Loss of or damage to any property (other than the Works) which may arise out of or in consequence of the execution and completion of the Works and the remedying of any defects therein, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof.
- (c) It shall be the responsibility of the Contractor to notify the Insurance Company of any change in the nature and extent of the Works and to ensure the adequacy of the Insurance coverage at all times during the Period of the Contract.

36. If there is any dispute, the jurisdiction of court shall be Chhattisgarh.



Section II

(A) **GENERAL TERMS AND CONDITIONS: -**

These premises/ Kiosks will be allotted “**As is and where is**” basis. No extra facility will be provided at any later stage. The above-mentioned Kiosks/premises can also be inspected by the Applicants during office hours on any working day by contacting **Project Director of NHAI**. The Applicants are advised to inspect the premises and only after inspection, they may submit their BID.

1. The license shall be for a period of two years from the date mentioned in the allotment letter by the NHAI, PIU-Abhanpur.
 2. Licensee shall be solely responsible for the management of the ‘KIOSKS’ and stocks of Products stored therein and Project Director may issue necessary direction after inspection if required for smooth operation and running of KIOSKS and maintenance of toilets.
 3. The licensee shall pay the electricity charges. The security deposited by the licensee with the NHAI RO/PD & Undertaking shall be released after producing the “No Due Certification” (NDC) from the concerned Department as well as from NHAI RO/PD.
 4. The NHAI shall install the Electricity Generator sets. Licensee shall maintain and operate a Diesel Generator (DG) set for kiosks and toilet. The cost of running of such DG set would be borne by Licensee and shall always remain the property NHAI.
 5. In case, the successful Applicant backs out, the Applicant shall be black listed for any future contract. Further, the individuals/ Companies/ Institutions/firms will be liable to be blacklisted in following situation: -
 - i) Dishonest/Fraudulent/Sharp practices are indulged in by the party.
 - ii) Advancing a claim on the basis of forged documents.
 - iii) Sale or supply of spurious or unauthorized items and providing harm to public safety.
 - iv) Material concealments / suppression of facts or gross misrepresentation of facts.
 - v) Any other case or situation involving National Security.
 - vi) On breach of any terms and conditions of the BID.
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6. The operations of KIOSKS would be wholly managed by Licensee and all expenses relating to operation of KIOSKS viz., running, electricity and water charges, telephone charges, solar power or electrical connection including additional load connection, (if any), manpower, wastage, provision and maintenance of equipment like chairs, tables, freezers etc, consumables, housekeeping etc. will be to the account of Licensee and Licensee shall indemnify and keep indemnified NHAI its directors, officers and authorized representative from any losses, claims, demands, suits, on account of any act or omission.
7. The licensee shall not directly or indirectly sublet the contract to any other person/firm in any manner. In default thereof, the licensee will be prosecuted in the court of law within jurisdiction.
8. The licensee shall be responsible for providing furniture/infrastructure in the premises as per his requirement at his own cost.
9. The licensee shall be responsible to protect the Govt. property in his/her possession during the license period from any damage or loss and shall be responsible for proper hygienic condition and maintaining perfect cleanliness in and around the premises, including toilets etc. The Licensee shall pay for damage done by him/her or his/her servants or agents during the period of license to the property of the NHAI.
10. The licensee shall not use the premises under Highway nest (Mini), for the purpose other than for which license has been given.
11. The licensee shall pay all the Central, State and local taxes for the time being imposed or assessed by the Competent Authority or levied in future from time to time including payment of stamp duty and or registration fee prescribed by the Competent Authority on the registration of License/Agreement deed.
12. The licensee shall obtain all the required permissions/license from concerned authorities for running their business at the premises/sites at his own level and shall obey all the rules/regulations applicable from time to time in this regard. NHAI will facilitate the Operator for required permissions.
13. The licensee shall not be allowed extension of counter/additional space in any circumstances and shall not make any addition or alteration in the premises without the consent/approval of the NHAI, RO/PD..
14. The licensee shall ensure good behavior of him and his employees with the public.
15. No obnoxious trade shall be carried on in the premises. No other illegal activity shall be allowed to be carried by the licensee and in case of such eventuality all the responsibility or legal obligations fall upon the licensee.
16. Children below 18 years of age will not be employed under any circumstances.
17. The overcharging shall lead to invoking of penalty clause and repeated incidence of overcharging may lead to cancellation of the contract also.
18. The licensee shall not allow any hawker to sell eatable/non-eatable items or unhygienic commodities in the allotted premises.
19. No servants of any commercial establishments should be allowed to reside at the allotted site at night.
20. The licensee shall be called upon for repair the premises in case it is found that the premises requires repair. It shall be the responsibility of the licensee



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- to renovate/the site/Kiosk immediately at their own cost.
21. The licensee shall at all the times without any hindrance, permit the duly authorized officers, servants of the Govt. to enter into and upon the premises for the purpose of inspection and enforcing all the terms and conditions of this license.
 22. The licensee will indemnify the NHAI RO/PD and keep it harmless from all claims, demands, action, cause and charges to which the NHAI RO/PD may become liable for which it may have to pay or be held liable thereof by any reason including the reason of injury to any person, reputation or property suffered or sustained by any employee of the PIU-Abhanpur or arising out of any activity or negligence or commission of the licensee or its employees.
 23. NHAI RO/PD shall have a lien on all the belongings and properties of the licensee for the time being in or upon the premises.
 24. The Licensee under Highways Nest (Mini) shall at all times and from time to time at his own cost and expense take out adequate and proper insurance during the continuance of this Agreement against all risks including Third Party risk to persons and properties, fire and explosion risk, riot risk, workmen's compensation and injury policy and/or loss or damage to the products due to any cause whatsoever and shall keep all such insurance policies in force at all times.
 25. The Licensee shall submit a passport size photograph along with specimen signatures duly attested by the Gazetted Officer and ID proof (Aadhar card) of himself and all his manpower deployed on allotted site. No unauthorized person to be deployed by him.
 26. The licensee of this Kiosk will sell the following list of item as below:
 - a) Packed drinking water bottles/cold drinks/soft drinks/juices/light snacks etc.
 - b) Through Vending machine for cold and hot beverages
 27. Use of flame at Kiosk will be allowed / permitted for limited purpose. The Operator shall be responsible for safety of the life and property as per Govt. norms
 28. The licensee shall only use the vending machine for making the tea/coffee/soup in the Kiosk/premises (as the case may be).
 29. Service Provider shall have to make use of Point of Sale (POS) Machine, PAYTM, etc. for cash less payment.
 30. The parking area shall be utilized for intended purpose and no permanent parking of vehicles shall be allowed.
 31. The kiosk is expected to be open round the clock. The kiosk shall be open for minimum 15 hours a day. The toilets shall be open round the clock. Conditions for cleaning, operation & maintenance of Swachh Bharat toilet blocks as mentioned in this document.
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32. Extension of Contract:

NHAI has right to reserves the extension of Contract.

- 33. The bidder will have to deposit the fee before 5th of every month failing which Rs.500 per day shall be charged from the bidder as penalty towards delay in deposition of fee.**

B. PENALTIES / TERMINATION OF CONTRACT.

34. The NHAI reserves the right to impose the penalty/fine on breach of any of the terms and conditions of the license.
35. In case of breach of any of the terms and conditions of this deed by the licensee, the NHAI may terminate the license by giving 30 days clear notice and grant the license to other party at the risk of licensee and recover the loss if any caused to the NHAI.
36. The NHAI shall be at liberty to terminate the license by giving 30 days clear notice in writing to that effect.
37. On the termination of the license in accordance with above Clause, the licensor may in addition to resumption of the premises, forfeit the whole or part of the security deposited by the licensee along with interest thereupon.
38. The licensee may terminate the license deed by giving 30 days clear notice in writing. The loss thus caused to Department on re-allotment of the contract of the premises shall be borne by the licensee.
39. The licensee shall deliver the vacant possession of the premises to the NHAI RO/PD on the expiry or termination of the license.
40. On the termination of license under any of terms and conditions of the license:-
- i) The Licensee will deliver the vacant possession of the Kiosks in its original state to the licensor, failing which the Kiosks shall be got vacated in accordance with the provisions contained in the Public Premises (Eviction of unauthorized Occupants) Act, 1971 or Central Government Rule & Regulation. The cost of damages, if any, to the premises or fixtures shall be recovered from the licensee.
 - ii) The amount of security lying at the credit of the licensee after adjusting all the dues shall, however, be refunded to him.

C. ARBITRATION.

41. The Authority Chairman / nominee and Chairman/nominee of the respective Licensee shall amicably settle all disputes and no other arbitration clause shall be applicable

D. JURISDICTION

42. Any dispute or differences or claim etc. shall be subject to the exclusive jurisdiction of the Hon'ble Courts situated at Chhattisgarh only. No other Court shall have the jurisdiction to entertain or try any matter concerning this tender.
-



E. ADDITIONAL CONDITIONS FOR OPERATION & MAINTENANCE OF TOILETS:

Licensee shall have to maintain the following minimum criteria during O & M of toilets:

1. To allow road user to use the toilet free of cost.
2. Toilet kept open 24x7 including holidays without closing except for maintenance and cleaning for a short period of time.
3. To ensure the availability of water all the time.
4. To ensure the dryness of floors.
5. To ensure proper cleanliness in the toilet.
6. To ensure availability of soap etc.
7. To ensure the availability of dustbins separately for ladies & gents.
8. To ensure the presence of permanent attendant/ Safaiwala in the toilet.
9. The above parameters shall be observed and monitored by authorized representative of NHAI on daily basis on specially designed chart for the purpose.
10. The staff engaged should be literate and courteous towards the users
11. Employee schedule to be provided.
12. Standard cleaning materials and equipment should be used.
13. Proper litter/garbage disposal beyond NHAI limits or at the location as approved by NHAI should be done by the Service provider.
14. Cleanliness/Hygiene of surroundings of toilets (3 to 5 meters around) should be ensured by the Service Provider.
15. Use of anti-odour material like naphthalene balls, odonil, freshener etc.
16. Cleaning Agents: The cleanliness of the toilet is the sole responsibility of the Contractor. All the cleaning agents used for cleaning shall be bio-degradable, environment friendly so that it does not cause any harm to the passengers and the objects for which it is used. It shall follow all the National standards of chemicals.
17. Sufficient staff shall be deployed by the party in specified uniform with a clear and readable name tally, round the clock at these toilet blocks. In case of non-availability of party's persons at toilet blocks or for its staff being without uniform, penalty shall be levied.
18. Consumption of alcoholic drinks or other objectionable items in premises shall lead to termination of the contract.
19. Any misbehavior with public or commuters by the contractor's staff shall be the responsibility of the contractor for which a fine will be levied and contractor shall not deploy the person in service again.
20. Any loss to the NHAI property or passenger due to mischief or behavior of the contractor's staff shall be the responsibility of the contractor, for which he has to indemnify the passenger or administration. In case of non-compliance to administration's decision, the contract will be terminated.



21. Contractor should provide plastic mug, bucket, branded floor wipers, mops (dry & wet) of good quality in the bathroom and toilets. The contractor should replace these from time to time. Separate Bio degradable and Non-bio degradable Non corrosive Steel Dustbins of adequate numbers should also be provided.
22. A board displaying the name of contractor, phone nos. and should be displayed prominently at the site of toilet block within one day of commence of job. The size of board should not be less than 30X 20.
23. The contractor should ensure that the toilet complex is operated as a non-smoking zone. Proper indication to that effect should be displayed in the complex.
24. Any money recoverable from the contractor either under this contract or any other contract can be recovered from any money payable to the contractor under this contract or any other contract.
25. Licensee bidder shall be handed over the Toilets, on “as is where is” basis and the bidder shall inspect all these toilets, before participating in the bidding process. The bidder shall have to operate and maintain these toilets for a period of two years and will have to do the minor repairs at its own cost.
26. Operator shall have to pay electricity as well as water bills on its own cost and the bidder shall have to maintain the 24 hrs. running water & proper cleanliness at its own level & shall also ensure proper cleanliness through sufficient manpower.
27. In case it is observed that the operator is not maintaining the SLB or there is any other default of the agreement, penalty shall be imposed by NHAI. In case the successful bidder fails to operate and maintain the toilets as per the SLB, then in the 1st instance NHAI shall impose a penalty of Rs.500/-per day per toilet unit and for subsequent failure, the amount of the penalty shall be doubled of the amount of the previous penalty.
28. The cancellation of contract agreement on account of default on the part of the successful bidder shall not only entail aforesaid penalty, but the bidder shall also be liable for all the expenses which may be incurred by NHAI for operation and maintenance of these toilets during intervening period from cancellation of the contract till the work is awarded & taken over by the new successful bidder.
29. In case any loss caused to the Toilets is found at the end of tenure of the contract agreement. The security shall be released only after deduction of the loss amount without any interest.
30. Non maintenance of records will be considered as violation of contract clause and suitable penalty will be imposed. If repeated violation is noticed in this regard action of terminating the contract will be initiated by NHAI administration at the risk and cost of the bidder.



SECTION –III

Annexure-I

Details of Toll Plazas of PIU-Abhanpur

Sl. No.	Name of the Project	Name of Toll Plaza	Status	Name of the PIU
1	4-laning of Odisha/ Chhattisgarh Border-Aurang Section of NH-6 (New NH-53) from Km.88.000 to Km. 239.000 of NH-6 on BOT (Toll)	Chhuipali Toll Plaza Ch. 123+206	Completed	PIU-Abhanpur
2	4-laning of Odisha/ Chhattisgarh Border-Aurang Section of NH-6 (New NH-53) from Km.88.000 to Km. 239.000 of NH-6 on BOT (Toll)	Dhank Toll Plaza Ch. 182+636	Completed	PIU-Abhanpur



O & M of facilities/ amenities at Chhuipali T.P (Km. 123+206 of Aurang- CG/ Odisha section of NH-53) and Dhank Toll Plaza (Km. 182+636 of Aurang- CG/ Odisha section of NH-53) under Highway Nest (Mini) including toilets in CG under PIU-Abhanpur

Annexure-II

NHAI's Project Implementation Unit (PIU)

Sl. No.	Name of PIU	Address of PIU	Contact No.	Email ID
1	Abhanpur	The Project Director, National Highways Authority of India Project Implementation Unit- Abhanpur, Montfort, RHS Building, NH-30, Jhanki, Abhanpur, Dist- Raipur-493661 Email - piudhamtari@nhai.org	8130006233	piudhamtari@nhai.org



Annexure-III

Qualification Information

1	Name of the Bidder	:	
1.1	Constitution or legal status of Bidder <i>[Attach copy]</i> with date	:	
1.2	Place of registration& No.	:	
1.3	Principal business with brief description	:	
1.4	Principal place of business	:	
1.5	Address	:	
1.6	Telephone Numbers & Email ID	:	
1.7	GST No.	:	
1.8	PAN No.	:	
1.9	Aadhar No. (in case of individual)	:	
1.10	RTGS / NEFT Details of the Applicant [A/C Holder Name, A/c No., Name of Bank, IFSC Code & Bank Address]	:	



O & M of facilities/ amenities at Chhuipali T.P (Km. 123+206 of Aurang- CG/ Odisha section of NH-53) and Dhank Toll Plaza (Km. 182+636 of Aurang- CG/ Odisha section of NH-53) on both sides (LHS & RHS) under Highway Nest (Mini) including toilets in CG under PIU Abhanpur

2.0 Total value of work in the similar nature work in the last three years (in Rs..... Lakhs) (Attach certificate from Chartered Accountant)

2023-2024	-----	Rs. _____
2024-2025	-----	Rs. _____
2025-2026	-----	Rs. _____
Average per year	-----	Rs. _____



Annexure-IV

AFFIDAVIT

(it should be on non-judicial stamp paper attested by Notary Public)

1. I, the undersigned, do hereby certify that all the statements made in the enclosed attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s_____ have abandoned any work on National Highways in India nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
3. I under that I / my firm/firm has not been blacklisted prosecuted by the Central / UT / State Government / Undertaking / Board / Corporation /Authority / Court of Law.
4. I hereby undertake and declare that no criminal proceeding is pending against the undersigned/Applicant/firm/company anywhere in India and no dues/outstanding of any of the Central/ UT/State Government/Organization/ Boards/Corporation against the Applicant/ deponent/ firm/company at the time of applying this tender.

(Signed by an Authorized Representative of the Firm)

Name of the Representative

Name of Firm

Place :

Date :



Annexure - A

FORMAT

Bid Securing Declaration

[Clause - 17]

[it should be on non-judicial stamp paper attested by Notary Public]

Sub.: Operation and Maintenance of facilities/ amenities at Chhuipali Toll Plaza (Km. 123+206 of Aurang- CG/ Odisha section of NH-53) and Dhank Toll Plaza (Km. 182+636 of Aurang- CG/ Odisha section of NH-53) on both sides (LHS & RHS) under Highway Nest (Mini) including toilets in the State of Chhattisgarh under the jurisdiction of NHAI PIU Abhanpur.

* * *

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

I/We, on behalf of the bidder, _____ **[Name and address of the Bidder]**, also accept the fact that in case the bid is withdrawn or modified during the period of its validity or if we fail to sign the Contract in case the work is awarded to us or we fail to submit a Performance Security before the deadline defined in Clause 33 of the Bid Document, then _____ **[Name and address of the Bidder]** will be suspended for participation in the tendering process for the work of NHAI, for a period of 02 (two) Years from the bid due date of this work.

For _____ **[Name of the bidder]**.

(Signature, name and designation of the Authorised Signatory)

(Official Seal)

Date:
Place:



UNDERTAKING

Sub.: Operation and Maintenance of facilities/ amenities at Chhuipali Toll Plaza (Km. 123+206 of Aurang- CG/ Odisha section of NH-53) and Dhank Toll Plaza (Km. 182+636 of Aurang- CG/ Odisha section of NH-53) on both sides (LHS & RHS) under Highway Nest (Mini) including toilets in the State of Chhattisgarh under the jurisdiction of NHAI PIU Abhanpur.

* * *

I / We _____ (Name and Address of Bidder) hereby undertake that I / We agreed to abide by all the terms of the bid, including but not limited to the amount quoted for the execution of Contract, as stated in the bid, and also to comply with such terms and conditions as may be required from time to time.

For _____ [Name of the bidder].

(Signature, name and designation of the Authorised Signatory)

(Official Seal)

Date:
Place:



Annexure-V

FORM OF AGREEMENT

This agreement made the _____ day of _____ 2026 _____ between the National Highways Authority of India, New Delhi (hereinafter called “the Employer” of the one part and _____ (here in after called “the Contractor”) of the other part.

AND WHEREAS the Employer invited bids from eligible bidders for the execution of certain works, viz

AND WHEREAS pursuant to the bid submitted by the Contractor, vide _____ (here in after referred to as the “BID” or “OFFER”) for the execution of works, the Employer by his Letter of Acceptance dated _____ accepted the offer submitted by the Contractor for the execution and completion of such works and remedying of any defects thereon, on terms and conditions in accordance with the documents listed in para 2 below with a **monthly rent of Rs. _____/- (Rupees _____ only)** for Kiosk including maintenance of Toilets on both the premises on RHS & LHS of Toll Plaza for a **period of two years**.

AND WHEREAS the Contractor by a deed of undertaking dated _____ has agreed to abide by all the terms of the bid, including but not limited to the amount quoted for the execution of Contract, as stated in the bid, and also to comply with such terms and conditions as may be required from time to time.

AND WHEREAS the contractor has agreed to undertake such works and has furnished a performance security pursuant to instructions to bidders.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to;
2. The following documents shall be deemed to form and be read and construed as part of this agreement viz.
 - (a) Agreement,
 - (b) Letter of Acceptance
 - (c) Financial documents,



O & M of facilities/ amenities at Chhuipali T.P (Km. 123+206 of Aurang- CG/ Odisha section of NH-53), Dhank Toll Plaza (Km. 182+636 of Aurang- CG/ Odisha section of NH-53) on both sides (LHS & RHS) under Highway Nest (Mini) including toilets in CG under PIU-Abhanpur

- (d) Any other document mentioned Bid Document and
 - (e) Other documents submitted by the Contractor
3. The foregoing documents shall be construed as complementary and mutually explanatory one with another. Should any ambiguity or discrepancy be noted then the order of precedence of these documents shall be subject to the order as listed above and interpreted in the above order of priority.
4. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all respects with the provisions of the contract.
5. The employer hereby covenants to pay the contractor in consideration of the execution and completion of the works and remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS WHEREOF the parties here to have caused this agreement to be executed the day and year above written. Signed, sealed and delivered by the said Employer through his Authorized Representative and the said Contractor through his Power of Attorney holder.

Binding Signature of Employer _____
For and on behalf of National Highways Authority of India

Binding Signature of Contractor _____
For and on behalf of M/s. _____

In the presence of

1. Name:
Address:

2. Name:
Address



O & M of facilities/ amenities at Chhuipali T.P (Km. 123+206 of Aurang- CG/ Odisha section of NH-53), Dhank Toll Plaza (Km. 182+636 of Aurang- CG/ Odisha section of NH-53) on both sides (LHS & RHS) under Highway Nest (Mini) including toilets in CG under PIU-Abhanpur

PART – II

SECTION – IV

FINANCIAL BID



O & M of facilities/ amenities at Chhuipali T.P (Km. 123+206 of Aurang- CG/ Odisha section of NH-53) and Dhank Toll Plaza (Km. 182+636 of Aurang- CG/ Odisha section of NH-53) on both sides (LHS & RHS) under Highway Nest (Mini) including toilets in CG under PIU-Abhanpur

Annexure –VI

SECTION – IV
Format for Financial Bid for Operation and maintenance of Highway Nest (Mini)
[To be submitted in online only]

I/We _____ (name of the Bidder) hereby agreed to pay monthly fees for Kiosks/premises/Toilets at Toll plazas provided by NHAI, PIU-Abhanpur as quoted below for the respective location.

Sl. No.	Name of the Project	Name of Toll Plaza	Location	Monthly rent for RHS & LHS Kiosks including maintenance of Toilets (Rs.)	Amount in words
1	4-laning of Odisha/ Chhattisgarh Border-Aurang Section of NH-6 (New NH-53) from Km.88.000 to Km. 239.000 of NH-6 on BOT (Toll)	Chhuipali Toll Plaza Ch. 123+206	LHS		
2	4-laning of Odisha/ Chhattisgarh Border-Aurang Section of NH-6 (New NH-53) from Km.88.000 to Km. 239.000 of NH-6 on BOT (Toll)	Dhank Toll Plaza Ch. 182+636	LHS & RHS		
TOTAL					

- Note:**
- The quote for premises shall be allotted to licensee on competitive basis.
 - In case of discrepancy of amount in words & figures, the amount in words shall prevail.

(Signature, name and designation of the authorized signatory)
Name and seal of Applicant/ Lead Member



PROCEDURE UNDER E-TENDERING INSTRUCTIONS TO APPLICANTS

DEFINITIONS:

NHAI e-Procurement Portal: An e-tendering portal of National Highways Authority of India (“NHAI”) introduced for the process of e-tendering which can be accessed on <https://etenders.gov.in> (**Note: RFP stands modified to the extent required as per these instructions**)

1. ACCESSING/PURCHASING OF BID DOCUMENTS:

- (i) It is mandatory for all the bidders to have class-III Digital Signature Certificate (**With Both DSC Components, i.e. Signing & Encryption in the name of authorized Signatory (who will sign the Bid)**) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA’s from the link (www.cca.gov.in) to Participate in e-tendering of NHAI.
- (ii) Detailed tender document can be viewed/ downloaded from e-tender portal of NHAI <https://etenders.gov.in> or NHAI website www.nhai.gov.in from 10.07.2026 (15:00 Hours) to 29.07.2026 (upto 15:00 Hours) free of cost.
- (iii) To participate in the submission of the Application, it is mandatory for the bidders to get registered their firm/Consortium with e-tendering portal <https://etenders.gov.in> to have user ID and password. Registration is free of cost.
- (iv) To participate in bidding, Applicants have to pay a sum of Rs.5,000/- (Rupees Five Thousand only) as a cost of the RFP (non-refundable) through online/NEFT payment/NEFT in the Authority’s Bank Account mentioned below :

Particulars	Details
Name of Beneficiary	NHAI, PIU-Dhamtari
Name of Bank	Canara Bank
Account No.	3355201000003
IFSC Code	CNRB0004866
Branch Name	Abhanpur

Proof of online payment receipt shall be enclosed along with the Bid in online while submission.

Following may be noted -

- a. Applications can be submitted with the <https://etenders.gov.in>
- b. The amendments/ clarifications to the tender, if any, will be posted on the NHAI website (www.nhai.org) and NHAI e-Tendering Portal (<https://etenders.gov.in>).
- c. For any clarifications on the above, may contact 0120-4200462, 0120-4001002 or email at support-eproc@nic.in.



2. PREPARATION & SUBMISSION OF APPLICATIONS:

- (i) Detailed RFP may be downloaded from website (<https://etenders.gov.in> / www.nhai.gov.in) and the Application may be submitted online following the instructions appearing on the screen.
- (ii) All the Documents as mentioned in Bid Document shall be prepared and scanned in different files (in PDF or ZIP Format such that file size is not more than 10 MB) and uploaded during the on-line submission of bid **upto 29.07.2026 (upto 1500 Hours)**.
- (iii) The bid (Price bid) should be submitted **online only** in the prescribed format given in the website. No other mode of submission is accepted.
- (ii) It may be noted that scan copies can be prepared in different file format (PDF).
- (iii) It may also be noted that bidders can upload a single file of size of 10 MB only but you can upload multiple files

“The Authorized Signatory holding Power of Attorney shall be the Digital Signatory. Also, Digital Signature of Both the persons i.e. Person granting Power of Attorney (POA) and the Person holding POA as responsive otherwise non-responsive”.

3. MODIFICATION / SUBSTITUTION/ WITHDRAWAL OF BIDS:

- (i) The Bidder may modify, substitute or withdraw its e-bid after submission. Prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- (ii) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded
- (iii) For modification of e-bid, bidder has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- (iv) For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.
- (v) Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, bidder cannot re-submit e-bid again

4. OPENING AND EVALUATION OF APPLICATIONS:

- (i) Opening and evaluation of bids (financial) will be done through online process.
- (ii) The Authority shall open technical bids at 17:00 Hours on 30.07.2026 in the presence of the bidders' representative who choose to attend. The Authority will subsequently examine and evaluate the bids in accordance with the provisions set out.



O & M of facilities/ amenities at Chhuipali T.P (Km. 123+206 of Aurang- CG/ Odisha section of NH-53), Dhank Toll Plaza (Km. 182+636 of Aurang- CG/ Odisha section of NH-53) on both sides (LHS & RHS) under Highway Nest (Mini) including toilets in CG under PIU-Abhanpur

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- (iii) Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this Bid Document.
 - (iv) Financial Bid of non-responsive bidders shall not be opened.

DISCLAIMER

The Applicant must read all the instructions in the Bid Document and submit the same accordingly.