

**Tender No.** NHIIMPL/FY26-27/RFP/Empanelment of Traffic Advisors

**Request for Proposal (RFP) issued by NHIIMPL for Empanelment & Engagement of Traffic Advisors for undertaking Traffic Feasibility Studies for National Highways Infra Trust (NHIT) and SPVs under National Highways Infra Trust, collectively referred as “NHIT-entities”.**

<b>BID SUMMARY</b>		
(i)	Last date and time for receipt of Bidding Documents	08 June 2026 up to 16:00 Hour
(ii)	Date and Time of Opening of Bids	08 June 2026 at 17:00 Hour
(iii)	Place of Opening of Bids	Unit No.: 324, 3rd Floor, D21 – Corporate Park, Sector-21, Dwarka-110077, New Delhi.

Note: – Bids will be opened in the presence of bidders who choose to attend as above.

**NATIONAL HIGHWAYS INFRA INVESTMENT MANAGERS PRIVATE LIMITED**

Unit No.: 324, 3<sup>rd</sup> Floor, D21 – Corporate Park,  
Sector-21, Dwarka –110077, New Delhi

Email: [tender@nhit.co.in](mailto:tender@nhit.co.in)

Date: 26.05.2026

<b>TABLE OF CONTENTS</b>		
<b>SUBJECT</b>		<b>PAGE NO</b>
<b>1.</b>	<b>Disclaimer</b>	<b>3</b>
<b>2.</b>	<b>Section 1 – Notice inviting Tender</b>	<b>4</b>
<b>3.</b>	<b>Section 2 – Instructions to Bidders</b>	<b>6</b>
<b>4.</b>	<b>Section 3 – Scope of work</b>	<b>14</b>
<b>5.</b>	<b>Section 4 – Form of Technical Proposal</b>	<b>29</b>
<b>6.</b>	<b>Section 5 – Form of Financial Proposal</b>	<b>30</b>
<b>7.</b>	<b>Section 6 – Undertakings</b>	<b>31</b>

## **DISCLAIMER**

The information contained in this Request for Proposal ("RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of "NHIT-entities" by persons authorized to do so, is provided to the interested parties on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor an invitation by NHIT-entities to interested parties who submit their quote (henceforth "Bidders") in response to this RFP. The purpose of this RFP is to provide Bidders with information that may be useful to them in preparing and submitting their proposals ("Proposal") for Empanelment and Appointment of Traffic Advisors for undertaking Traffic Feasibility Studies for NHIT Western Projects Private Limited (NWPPL), NHIT Eastern Projects Private Limited (NEPPL), NHIT Southern Projects Private Limited (NSPPL) and SPVs under National Highways Infra Trust (NHIT) including but not limited to NWPPL, NEPPL, NSPPL and NHIIMPL collectively referred as "NHIT-entities"

NHIIMPL makes no representation or warranty and shall have no liability to any person or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained herein or deemed to form part of this RFP or arising in any way from this process.

A Bidder must warrant that all the information provided by it to NHIIMPL & NHIT-entities at the time of application & subsequently, is true to the best of its knowledge and belief and specially warrants that it has duly complied with the provisions of laws applicable to it. Bidder indemnifies NHIIMPL & NHIT-entities from any liabilities arising out of error or default or negligence or contravention in regard to any of the applicable laws, including, but not limited to, submission of statutory forms & other such documents.

The issue of this RFP does not imply that NHIT-entities is bound to select any Bidder(s) for any project or set of projects and shall have full discretion while allocating any project(s) to any of the empaneled consultants. NHIIMPL & NHIT-entities may accept or reject any proposal in its discretion and may ask for any additional information or vary its requirements, add to or amend the terms, procedure and protocol set out in RFP for bona fide reasons, which will be notified to all the Bidders invited to tender. Further NHIT-entities hereby reserves its right to annul the process at any time prior to issuance of Letter of Award without incurring any liability towards the Bidders.

The Bidders shall bear all costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NHIIMPL & NHIT-entities or any other costs incurred regarding or relating to its Bid. All such costs and expenses will remain with the Bidder and NHIIMPL & NHIT-entities shall not be liable in any manner for the same or for any other costs or expenses incurred by a Bidders in preparation or submission of the Bid, regardless of the conduct or outcome of this RFP and the related processes.

## **Section 1. Notice Inviting Tender**

1. The National Highways Infra Investment Managers Private Limited (hereinafter referred to as “NHIIMPL”) on behalf National Highways Infra Trust (hereinafter referred to as “NHIT” or “InvIT”), invites bids from reputed parties for Empanelment and Appointment of Traffic Advisors for National Highways Infra Trust (NHIT) and SPVs under National Highways Infra Trust, collectively referred as “NHIT-entities”.
2. The Bidder will be selected under Quality and Cost Based Selection Method as described in this RFP and in accordance with the practices of InvIT.
3. The RFP includes the following documents:
  - Section 1 – Notice Inviting Tender
  - Section 2 – Instructions to Bidders
  - Section 3 – Scope of work
  - Section 4 – Form of Technical Proposal
  - Section 5 – Form of Financial Proposal
  - Section 6 – Undertakings
4. The RFP is uploaded on the website of NHIT at [www.nhit.co.in](http://www.nhit.co.in).
5. **Brief Description of Bidding Process**
  - 5.1 NHIIMPL has adopted a two-stage evaluation process for selection of the Bidder(s) for Empanelment of Traffic Advisor, the technical bid (the “Technical Bid”) and the financial bid (the “Financial Bid”) containing the amount quoted by the Bidder shall be submitted in physical form in the prescribed format (To clarify, the documents should be serially numbered and hard/spiral bound) in the manner specified, and before the date and time specified herein.
  - 5.2 After the submission of the Technical Bids, each of the responsive Bidders shall be invited to make presentation of their proposal to NHIIMPL. The date and time of presentations would be intimated to Bidders separately by NHIIMPL/NHIT-entities through email. The Presentation shall be made through either video-conferencing facility or in person meeting at NHIIMPL office at New Delhi.
  - 5.3 Only those Bidders whose Technical Bids are found to be responsive and meeting the Minimum Eligibility Criteria (hereinafter referred to as “Technically Qualified Bidders”) in terms of this RFP, shall be invited to participate in the opening of their Financial Bids. The Technically Qualified Bidders may send their authorized representatives along with authorization letters on the letter head of the bidder for participation in the opening of the Financial Bid. The date and time of opening of Financial Bids of such Technically Qualified Bidders, will be informed to them separately by NHIIMPL/NHIT-entities through email or uploaded on the NHIT website. The Financial Bids will be opened physically at the location provided in such communications. Only one representative of the Technically Qualified Bidder shall be allowed to attend the opening of the Financial Bids.
  - 5.4 The Financial Bid of each technically qualified bidder shall be opened and evaluated.

6. Any queries or request for additional information concerning the RFP shall be submitted in writing and/or e-mail to the officer designated below. The envelope/email communication shall clearly bear the following identification/title: "Queries/ Request for Additional Information: RFP issued by NHIIMPL for Empanelment and Appointment of Traffic Advisors for undertaking Traffic Feasibility Studies for National Highways Infra Trust (NHIT) and SPVs under National Highways Infra Trust, collectively referred as "NHIT-entities".

**7. Address for Communication:**

Mr. Sandeep Khosa,  
GM-Procurement  
Unit 324, D21 Corporate Park, Sector -21, Dwarka, New Delhi, 110077  
E-mail: tender@nhit.co.in

**8. Schedule of Bidding Process:**

The NHIIMPL shall endeavor to adhere to the following schedule: Any changes to the following schedule shall be informed to the Bidders through Website or email communication.

S. No.	Description of Events	Date
1.	Last date for receiving queries from bidders	31 May 2026
2.	Pre-Bid Meeting	No pre-bid meeting. The bidders have to submit their queries through email which will be replied at NHIT website/ through email.
3.	NHIIMPL's response to queries latest by	2 June 2026
4.	Bid due date (Last date for bid submission)	08 June 2026 up to 16:00 Hour
5.	Opening of Technical Bids	08 June 2026 at 17:00 Hour NHIIMPL Office, New Delhi
6.	Opening of Financial Bids	Will be intimated later
7.	Letter of Award (LOA)	Will be intimated later
8.	Technical Presentation	Will be intimated later
9.	Validity of proposals	120 days from Bid Due Date

## **Section 2. Instructions to the Bidders**

### **1. Introduction:**

- 1.1. National Highways Authority of India (“NHA”), being the Sponsor of NHIT settled the NHIT on October 19, 2020, as a contributory irrevocable trust, pursuant to the Trust Deed executed under the provisions of the Indian Trusts Act, 1882. The NHIT was registered with SEBI on October 28, 2020, as an infrastructure investment trust under Regulation 3(1) of the InvIT Regulations having registration number IN/InvIT/20-21/0014. The NHA settled NHIT for an initial sum of ₹ 10,000. NHIIMPL has been appointed as the Investment Manager of the NHIT.
- 1.2. NHIT holds 28 concession agreements (projects) across twelve Indian states with 46 Toll Plazas having concession period between 20-30 years from their respective appointed dates.
- 1.3. About the company: Please refer to our website [www.nhit.co.in](http://www.nhit.co.in).
- 1.4. In addition to these 28 projects, InvIT would be evaluating acquisition opportunities going forward.
- 1.5. In this context, NHIIMPL (on behalf of NHIT-entities) is planning to create a panel of Traffic Advisors for undertaking traffic studies including forecasting studies for acquisition opportunities.

### **2. Proposal**

- 2.1 NHIIMPL seeks proposals for the Empanelment and Appointment of Traffic Advisors for undertaking Traffic Feasibility Studies for National Highways Infra Trust (NHIT) and SPVs under National Highways Infra Trust, collectively referred as “NHIT-entities” as per scope of work given in Section 3 – Scope of Work of the RFP document (“Services”).

### **3. Clarification and Amendment of RFP Documents**

- 3.1 Bidders may request clarifications on any of the RFP documents up to the time mentioned in Section 1. Any request for clarification must be sent in writing to NHIIMPL’s address indicated in the RFP or by e-mail to [tender@nhit.co.in](mailto:tender@nhit.co.in). NHIIMPL will respond in writing, or by e-mail/ uploading responses on website or will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders. Should NHIIMPL deem it necessary to amend the RFP as a result of a clarification, it shall do so following the established procedure and inform the Bidders of the same through written communication or by uploading it on the website of NHIT.
- 3.2 At any time before the submission of the Bids, NHIIMPL shall have the right to amend the RFP by issuing an addendum/ amendment in writing or by standard electronic means. The addendum/ amendment shall be uploaded on the website of NHIT at <https://nhit.co.in> which will be binding on all Bidders. To give Bidders reasonable time for considering the addendum/ amendment in their Bids, NHIIMPL may, if the addendum/ amendment is substantial, at its discretion, extend the deadline for the submission of Bids.
- 3.3 It will be the responsibility of the Bidders to keep track of any uploaded addendum/ amendment before submission of the Bid.

### **4. Submission of Proposal**

- 4.1 The proposal shall be submitted as indicated below:
- 4.1.1 Envelope I containing the Technical Bid of the “Traffic Advisors for undertaking Traffic Feasibility Studies”. The proposal should be in the manner and format as prescribed in RFP Section 4 – Form of Technical Bid.
  - 4.1.2 Envelope II containing the Financial Bid of the “Traffic Advisor”. The proposal should be in the manner and format as prescribed in Section 5 – Form of Financial Bid. The financial proposal of only those Bidders shall be opened which meet the technical criteria. Please note that proposals with any conditionality will be summarily rejected.
- 4.2 Proposals (i.e. the aforesaid two envelopes put in a single sealed envelope marked as **“Bid – Proposal for Empanelment and Engagement of Traffic Advisors for undertaking Traffic Feasibility Studies for National Highways Infra Investment Managers Private Limited (NHIIMPL), NHIT and SPVs under NHIT”** should reach the undersigned, latest by date/time mentioned in the Section 1 – Notice inviting Tender, in hard copies/in original and shall remain valid for 120 days thereafter. The proposal should be signed by the authorized signatory of the Bidder, supported by the relevant authorization document. No Proposal will be entertained after the due time and date, as stated above. NHIIMPL shall not be responsible for any delay whatsoever in nature. The proposals received after the due time and date, will be summarily rejected.
- 4.3 NHIIMPL reserves the right to accept or reject any or all the offers received without assigning any reason. For any clarification, you may feel free to contact the undersigned.

5. **Modification/Substitution/Withdrawal of Bids**

- 5.1 The Bidder may substitute or withdraw its bid after submission prior to the Bid due date. No Bid shall be allowed to be substituted or withdrawn by the Bidder on or after the Bid due date.
- 5.2 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 NHIIMPL and NHIT-entities, shall be disregarded.
- 5.3 Partial modification of the Bid is not allowed. The Bidder will have to submit the revised bid again in a sealed envelope, as per clause 4 above, mentioning “Revised Bid” on the top of the sealed envelope and the original bid envelope will be returned to the Bidder. No Technical or Financial Bid may be modified after the Bid Due Date. Withdrawal or modification of Technical or Financial Bids between the Bid Due Date and Expiration of Bid validity shall result into disqualification from the bidding process.

6. **Opening and Evaluation of the Bids**

- 6.1 The Technical Bids will be opened after the due date at the time prescribed in the RFP document in the presence of the Bidders who choose to attend. NHIIMPL will subsequently examine and evaluate the Bids in accordance with the provisions set out herein.
- 6.2 After the submission of Technical Bids, each of the responsive Bidders shall be invited to make a presentation of their proposal to NHIIMPL. The date and time of presentations would be intimated to Bidders separately by NHIIMPL through email. The Presentation shall be made either through video-conferencing facility or in person meeting at NHIIMPL office.
- 6.3 **Financial Bid of non-responsive Bidders shall not be opened.**

- 6.4 To assist in the examination, evaluation, and comparison of Bids, NHIIMPL may, at its discretion, ask any Bidder for clarification of its Bid. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by NHIIMPL in the evaluation of the Bids.
- 6.5 The Bidders would be evaluated on the criteria mentioned in Section 4 of this RFP and shortlisted for the purpose of opening their Financial Bids.
- 6.6 Except in case any clarification is asked by NHIIMPL, no Bidder shall contact NHIIMPL on any matter relating to its Bid from the time of the Bid opening to the time the contract is awarded. If any Bidder wishes to bring additional information to the notice of NHIIMPL, it should do so in writing at the address prescribed in the Notice Inviting Tender.
7. **Prior to evaluation of the Bids, the NHIIMPL shall determine as to whether each Bid is responsive to the requirements of this RFP document. A Bid will be declared non-responsive in case:**
- a. If a Bidder submits more than one Bid against this RFP.
  - b. The physical bid submissions are incomplete/ inadequate to the requirements of the RFP Documents.
  - c. Documents are submitted loose. (To clarify, the documents should be serially numbered and be submitted in hard bound / spiral bound).
  - d. If in case the Power of Attorney or the Authority Letter is not provided as per Paragraph 16 of this Section.
  - e. If a Bidder submits a conditional Bid or makes changes in the terms and conditions given in this RFP document.
  - f. Failure to comply with all the requirements of RFP document by a Bidder.
  - g. If the Bid is not submitted in the formats prescribed in the RFP document.
  - h. If any requisite document/ certificate is not in the prescribed format the same shall not be considered while evaluating the bids and the same may lead to Bid being declared as non-responsive.
  - i. If the envelope containing physical submission is not sealed and marked as prescribed in the RFP document.
  - j. A Bid valid for period shorter than prescribed in the RFP document.

8. **Conflict of Interest**

Bidders at all times shall provide professional, objective, and impartial advice and at all times hold the NHIT Entities interest paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

No two Bidders can have same constituents or any such arrangement pursuant to which any third party is in a position to have access to confidential information of each other.

For the purposes of the Empanelment, a "Conflicting Engagement" shall include: (i) advisory, consulting or forecasting services provided to any seller of an asset proposed to be acquired by

NHIT; (ii) services provided to competing InvITs or toll-road operators for same target assets; (iii) services rendered to lenders, arrangers or financial institutions in connection with financing transactions involving NHIT assets and (iv) services rendered to existing or potential investors evaluating investments in NHIT.

The Empaneled Advisor shall, at the time of submission of its bid, disclose all engagements undertaken during the preceding twelve (12) months that fall within the scope of a Conflicting Engagement. The Empaneled Advisor shall further have a continuing obligation to promptly disclose any actual, potential or perceived conflict of interest arising during the term of empanelment.

The Empaneled Advisor shall not undertake any simultaneous engagement that creates a direct conflict with NHIT's interests, including acting for both NHIT and the seller in relation to the same asset or transaction. Further, where the Empaneled Advisor has prepared or reviewed traffic forecasts, valuation inputs or related diligence for NHIT in respect of a proposed acquisition, the Empaneled Advisor shall not act for the seller of such asset for a period of eighteen (18) months from completion of such assignment.

Any failure to disclose a Conflicting Engagement or any undisclosed conflict of interest identified by NHIT shall constitute a material breach entitling NHIT to immediately terminate the empanelment and recover any fees paid in respect of the affected assignment(s), without prejudice to any other rights or remedies available under law or contract.

## 9. **Fraud and Corruption**

9.1 Bidders would be required to observe the highest standard of ethics during the selection and execution of such work. NHIIMPL defines:

9.1.1 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

9.1.2 "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the NHIIMPL and includes collusive practices among bidders (prior to or after submission of proposals) and to deprive the NHIIMPL of the benefits of free and open competition.

9.2 NHIIMPL will reject a proposal for appointment if it determines that the bidder recommended for engagement has engaged in corrupt or fraudulent activities in competing for the work in question.

9.3 NHIIMPL will declare a bidder ineligible, either indefinitely or for a stated period of time, to be engaged if it at any time determines that the bidder has engaged in corrupt or fraudulent practices in the bidding process for engagement for the subject work.

9.4 The bidder declared ineligible for corrupt and fraudulent practices by NHIIMPL in accordance with the above paras shall not be eligible for selection.

9.5 The Bidder shall comply at all times with all applicable anti-bribery, anti-corruption and anti-money laundering laws, including the Prevention of Money Laundering Act, 2002, as amended, to the extent applicable, and shall not engage in any Corrupt Practice or Fraudulent Practice in connection with the bidding process or execution of the engagement.

- 9.6 The Empaneled Advisor shall maintain complete and accurate books, records and accounts relating to the services rendered under this engagement and shall implement adequate internal controls to prevent corrupt, fraudulent or unlawful practices. The Empaneled Advisor shall provide an annual written certification confirming compliance with this Clause, if requested by NHIIMPL.
- 9.7 The Empaneled Advisor shall promptly notify and fully cooperate with NHIIMPL in relation to any internal, regulatory or governmental investigation, inquiry or proceeding concerning any alleged corrupt, fraudulent, unethical or unlawful conduct connected with the engagement.
- 9.8 NHIIMPL shall have the right to immediately suspend or terminate the engagement upon any credible allegation, investigation or determination of corrupt, fraudulent or unethical conduct by the Bidder, without prejudice to any other rights or remedies available under law or contract.

10. **Consortium of Bidders is not allowed.**

11. Qualifying Project and Qualifying Portfolio

11.1 For the purpose of this RFP, Qualifying Project shall mean an Expressway<sup>1</sup> / National Highway project in India of 4 or more lanes and minimum length of 50 km. Further, any such Qualifying project would be equivalent as following for the purpose of clause 14.2 of Section 2 and Criteria 1 of Section 4:

- a) Qualifying Project with 1 Toll Plaza = 1 Project
- b) Qualifying Project with 2 Toll Plazas = 1.5 Project
- c) Qualifying Project with 3 Toll Plazas = 1.75 Project
- d) Post 3 toll plazas, additional plazas will be added with the multiple of 0.25

For the purpose of clarity, please refer to the illustration below:

Assuming a Bidder having 100 Qualifying Projects. Of the same, 20 Projects are having 1 toll plaza, 20 projects are having 2 toll plazas, 20 are having 3 toll plazas, 20 have 4 toll plazas and balance 20 are having 5 toll plazas. The total Qualifying Projects for the purpose of clause 14.2 of Section 2 and Criteria 1 of Section 4 will be counted as follows:

$$\begin{aligned}
 &20 \times 1.00 = 20 \\
 &+ 20 \times 1.50 = 30 \\
 &+ 20 \times 1.75 = 35 \\
 &+ 20 \times (1.75 + 0.25) = 40 \\
 &+ 20 \times (1.75 + 2 \times 0.25) = 45 \\
 &\text{Total} = 170
 \end{aligned}$$

11.2 Further, Qualifying Portfolio shall be defined as portfolio containing minimum 3 Expressways / National Highways projects in India of 4 or more lanes with cumulative length of at least 150 km.

12. **Engagement Period:** NHIIMPL propose to empanel 4 (four) Traffic Advisors for a period of Two

---

<sup>1</sup> Expressways- Both National and State Expressways

years. The empanelment may be extended by further one year by NHIIMPL subject to its discretion and satisfactory delivery of services by Traffic Advisors and approval from Competent Authority. Further, NHIIMPL reserves the right to modify the number of Traffic Advisor(s) to be empaneled at its discretion.

13. **Proposed Team**

For each assignment, the selected Empaneled Advisors shall deploy a team comprising at least 1 Transport Planner or 1 Economist. Detailed CV of the personnel certified by Authorized Signatory of the Bidder to be provided along with the Bid.

The above-mentioned professionals are defined as under:

- Transport Planner - A professional on the rolls of the Bidder with M. Tech / M.E. with a specialization in Transport Planning or Master of Planning with specialization in Transport or equivalent and having at least 12 years of relevant work experience as on 31.03.2026
- Economist - A professional on the rolls of the Bidder with master's degree in economics or equivalent and having at least 15 years of relevant work experience as on 31.03.2026.

14. **Minimum Eligibility Criteria**

- 14.1 The Bidder/Company should have cumulative revenue/ turnover of minimum Rs 100.00 crores during the last three financial years ending 31/03/2024, 31/03/2025 and 31/03/2026 or equivalent financial year. Certified copies of financial statements or certificate of turnover from Statutory Auditor/ Chartered Accountant of the Bidder to be submitted along with the bid.
- 14.2 The Bidder should have experience of conducting traffic and revenue forecasting studies for at least 50 Qualifying Projects since April 1st, 2023. Certified copies of completion certificate issued by client or any other documentary proof (signed by Statutory Auditor / Chartered Accountant) of completion to be provided.
- 14.3 The Bidder should have a minimum technical score of 60 marks as per evaluation criteria mentioned in Section 4 including their presentation scores. Only those bidders who score minimum 60 marks shall be considered as Technically Qualified Bidder.

15. **Dis-Qualification Criteria:**

The company may at its sole discretion and at any time during the evaluation of proposal, disqualify any respondent, if the respondent:

- 15.1 Submitted the proposal documents after the response deadline;
- 15.2 Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- 15.3 Failed to provide related clarifications, when sought;
- 15.4 Respondent or its directors declared ineligible by CPSU/ SPSU/ Government companies/ Government organizations/ regulatory authorities for corrupt and fraudulent practices or blacklisted;

16. **Technical Evaluation Criteria:**

- 16.1 Technical Evaluation shall be based on the Technical Bid submitted by the Bidders as per Section 4 – Form of Technical Proposal.
- 16.2 The evaluation of the Technical Proposals shall be carried out on a maximum score of 100 as per the methodology mentioned in Section 4 – Form of Technical Proposal. For the computation of combined score, the technical scores will be given a weightage of 80% as follows:
- Weighted technical scores (TS) = Total technical score x 0.80
- Where Total technical score would be as computed under Section 4.
- 16.3 The Technical Proposal shall be submitted in physical form along with all supporting documentation/ information as mentioned along with the criteria.
- 16.4 The presentation need not be included in the Technical Proposal. The Presentation shall be made as per schedule communicated by NHIIMPL and a copy of presentation to be submitted on email at the time of presentation.
- 16.5 The Presentation shall cover the following and shall be evaluated accordingly:
- Experience in conducting traffic studies for National Highways & Expressways
  - Experience, capability and strength of the proposed team
  - Provide plan to showcase resource capacity to undertake the study within given timelines
  - Elaborate on the Work approach:
    - Provide work approach/methodology to undertake the study with emphasis on traffic forecasting
    - Demonstration of transport network analysis and impact of traffic diversion.
- 16.6 The Bidders would be evaluated on the criteria mentioned in the Section 4 based on their Proposals received and shortlisted for the purpose of opening their Financial Bids.

## 17. **Financial Proposal**

- 17.1 After the short listing of Bidders based on their Technical Proposal including the presentation, the Financial Proposals of only Technically Qualified Bidders would be opened. The Technically Qualified Bidders, if they so desire, may remain present at the time of opening of the Financial Proposals. The date and time of opening of the Financial Proposals would be shared on NHIT.
- 17.2 The Financial Proposal of the Technically Qualified Bidders will be given a weightage of 20%. The lowest price bid shall be given a financial score of 20 and the financial score of other bidders shall be made inversely proportionate to their prices as follows:
- The Lowest Financial Proposal (“LFP”) will be given a Financial Score (“FS”) of 20 points
- $$FS \text{ (other bidders)} = 20 \times LFP / F \text{ (F= amount of Financial Proposal)}$$

## 18. **Procedure for Selection of Empaneled Advisors**

- 18.1 Post qualification of the minimum eligibility criteria, the bidder(s) will be selected under

Quality and Cost Based Selection (“QCBS”) method as described in this section and in accordance with the practices of NHIIMPL.

18.2 Proposals will finally be ranked according to their combined technical score (TS) and Financial Score (FS) as follows:

$$S = TS + FS$$

18.3 NHIIMPL proposed to empanel Traffic Advisor(s). NHIIMPL reserves the right to finalize the number of advisors to be empaneled at its discretion.

18.4 NHIIMPL retains the authority to determine the configuration of projects offered to Traffic Advisors, including the number plazas in a project.

18.5 The combined score on the basis of Quality and Cost Based System (QCBS) of technical and financial proposals will determine the H1, H2, H3 and so on. The bidder scoring the highest points/marks (“H1”) based on the above principles would be selected as the first Traffic Advisor to be empaneled for NHIIMPL.

18.6 Thereafter, sequentially the Technically Qualified bidders based on their ranking (H2, H3 and so on) would be asked to accept the fee quoted by H1 bidder (“Discovered Fee”) or its respective Base Fee (as quoted in Section 5), whichever is lower; this process will be followed till the requisite number of advisors are selected for empanelment (“Empaneled Advisor”).

18.7 In case two or more Bidders have a tie in their combined scores, the relative rankings would be determined such that the Bidder with higher technical score (as computed in Section 4 (Technical Proposal) will be assigned a higher rank. Further, in case the tied Bidders also have a tie in their technical scores, the relative rankings would be determined basis the Bidder with higher Criteria 3 score obtained as per its Technical Proposal (Section 4).

18.8 The allocation of projects between Empaneled Advisors will be done by NHIIMPL/NHIT-entities at its discretion. Accordingly, NHIIMPL//NHIT-entities has the right to award the work to any of the Empaneled Advisors, depending on the exigencies, nature and magnitude of the Services.

19. **Fee Structure:**

19.1 The below table broadly indicate the possible nature of the potential Services expected during the empaneled period. The Services have been categorized as under:

S. No	Assignment Name	Assignment Fee (excl. GST)	Fee Structure
1	Due Diligence Traffic Study for acquisitions	100% of Eligible Fee	<ul style="list-style-type: none"> <li>• Fees to be charged per road project as per given scope of services</li> <li>• For multi-toll plaza (&gt; 1) road projects, the following will be the fee payment criteria:</li> </ul>
2	Yearly Revalidation Traffic Study of assets under NHIT and newly acquired for next two years	60% of Eligible Fee	<ul style="list-style-type: none"> <li>(1) 1 toll plaza: Assignment Fee will be considered;</li> <li>(2) 2 toll plaza: Assignment Fee will be multiplied by a factor of 1.50;</li> <li>(3) 3 toll plaza: Assignment Fee will be</li> </ul>

3	Revalidation Study without Traffic Surveys (for recurring projects)	40% of Eligible Fee	<p>multiplied by a factor of 1.75</p> <p>(4) Post 3 toll plazas, additional plazas will be added with the multiple of 0.25</p> <p>However, NHIIMPL and NHIT-entities will have the flexibility to structure / break a multi-toll plaza / contiguous stretch as per its discretion.</p>
4	Traffic Volume Count Survey (TVC) - 3 days	3% of Eligible Fee	Fees to be charged to undertake per location basis as per given scope of services
5	Traffic Volume Count Survey - 7 days	6% of Eligible Fee	
6	Origin-Destination (OD) Survey- 1 Day	6% of Eligible Fee	
7	Registration number plate survey - 3 days	5% of Eligible Fee	

19.2 For the purpose of fee computation, Eligible Fee is defined as the Discovered Fee or the Base Fee whichever is applicable to the respective empaneled Advisors as elaborated in clause 18.5 and 18.6 above of this Section 2.

20. **Change of Scope**

In the event of any modification of the scope of the Services including but not limited to any additional work, as required by the NHIIMPL, such assignment will be awarded on the basis of mutual discussions between NHIIMPL and any of the empaneled advisors of NHIIMPL's choice. The fee for such assignment will be mutually agreed between NHIIMPL and the advisors empaneled.

21. **Timelines & Payments Schedule**

The payment for the respective assignment shall be milestone linked and shall be made only post submission of invoice as per following milestones:

S. No	Assignment Name	Milestone	Timelines	Payment of applicable Fee as %
1.	Traffic Study	Completion of traffic surveys & traffic count exercise	2 weeks	20% on submission of raw field survey data and video data of the traffic surveys
		Draft Report	4 weeks	40% on submission of draft report
		Final Report	1 week post receipt of comments	40% on acceptance of final report
2.	Yearly Traffic Revalidation Study	Draft Report	3 weeks	50% on submission of draft report
		Final Report	1 week	50% on submission of final report

3.	Traffic Study without Traffic Surveys	Draft Report	2 weeks	50% on submission of draft report
		Final Report	1 week post receipt of comments	50% on acceptance of final report
4.	TVC – 3 days	Final Report	1 week	100% on acceptance of final report
5.	TVC – 7 days	Final Report	2 weeks	100% on acceptance of final report
6.	(OD) Survey	Final Report	1 week	100% on acceptance of final report
7.	Registration number plate survey – 3 days	Final Report	1 week	100% on acceptance of final report

NHIIMPL will provide written comments on final report within 15 business days. The Advisor will revise the final report within 10 business days. If no comments are issued within 15 business days, the final report is deemed accepted.

In the event of delay in completion of any milestone beyond the timelines set out above, the Empaneled Advisor shall pay Liquidated Damages of 0.5% of the assignment fee per week of delay, subject to a maximum of 10% of the assignment fee. The Parties agree that this is a genuine pre-estimate of the loss that would be suffered by NHIIMPL and NHIT-entities, including reasonable allowance for missed acquisition windows, deferred investment-committee cycles, and re-tendering costs.

22. **Documents to be submitted along with the Technical Bid**

- 22.1 Either power of attorney or an authority letter from Partner/ Board / Managing Committee of the Bidder entity should be provided for authentication of the authorized signatory signing the Bid document.
- 22.2 Technical bid in the form provided in the RFP duly signed by the authorized representative of the bidder on all pages.
- 22.3 Detailed profile of the Bidder certified by Authorized Signatory of the Bidder
- 22.4 Documents in support of the claims of Bidder regarding eligibility/ experience duly signed by the authorized representative of the bidder on all pages. NHIIMPL may ask for 3<sup>rd</sup> party certificates from the Bidder(s), at a later stage.
- 22.5 Undertaking in the format provided in the RFP duly signed by the authorized representative of the bidder on all pages.

23. **Financial Bids / Fees**

- 23.1 The Bidder is required to submit financial proposal as per Section 5 – Form of Financial Proposal.
- 23.2 The fee quoted should be unconditional.
- 23.3 NHIIMPL shall pay the Empaneled Advisors the applicable fees as detailed in Section 2 above, as sole compensation for the performance of the Services for the respective assignment.
- 23.4 The fees shall be payable as per payment schedule after submission of appropriate tax

invoice.

- 23.5 All the expenses including those related to the scope of work, travelling, manpower, or any other out-of-pocket expense shall be borne by the Empaneled Advisors. The travel related expenses of NHIIMPL officials / its affiliates or any other advisor appointed by NHIIMPL, if any, will be borne by NHIIMPL.
- 23.6 Further, the appointed Traffic Advisors if required to do project related travel as per the request of NHIIMPL, reasonable and necessary expenses related to project (travel, boarding & lodging etc.) or any other out-of-pocket expense ("OPE") pre-approved by NHIIMPL shall be borne / reimbursed by NHIIMPL. The expenses shall be reimbursed on actual after due verification of the supporting documents.

#### 24. **Key Terms and Conditions of Empanelment**

- 24.1 The duration of each Empanelment will be for a period of 2 (Two) Years. The empanelment may be extended by further one year by NHIIMPL subject to satisfactory delivery of services by Traffic Advisors and approval from Competent Authority.
- 24.2 NHIIMPL shall have the right to remove an Empanelled Advisor from the empanelled list or terminate any assignment upon the occurrence of any of the following events: (a) breach of any representation, warranty or undertaking provided by the Empanelled Advisor; (b) unsatisfactory performance, including failure to perform the services in accordance with the required standards, timelines or directions of NHIIMPL, or failure to achieve any agreed milestone; (c) blacklisting, debarment or disqualification by any governmental authority, public sector entity or statutory body; (d) discovery of any undisclosed conflict of interest; or (e) any false declaration, misrepresentation or suppression of material information in the bid or during the empanelment period.

In addition to the above, NHIIMPL may terminate the empanelment or any assignment for convenience, without cause, upon fifteen (15) days' prior written notice to the Empanelled Advisor. In such event, the Empanelled Advisor shall be entitled to payment for services duly performed up to the effective date of termination, subject to compliance with the terms of the engagement.

Termination under this Clause shall be without prejudice to any other rights or remedies available to NHIIMPL under law or contract.

- 24.3 The Empaneled Advisor(s) is/are expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to NHIIMPL's Interest.
- 24.4 Each Empaneled Advisor shall keep confidential all information, documents, data and other materials disclosed by NHIT entities in connection with the empanelment or any assignment ("**Confidential Information**") and shall not, without prior written consent, disclose or use such Confidential Information except for the purposes of performing the services under the engagement.

The foregoing obligation shall not apply to information which: (a) is or becomes publicly available other than through breach of this Clause; (b) is required to be disclosed pursuant to applicable law, regulation or a valid order of a court or governmental authority, provided prior notice is given to NHIIMPL, to the extent legally permissible; (c) is disclosed to employees, directors, affiliates or professional advisors of the Empaneled

Advisor on a need-to-know basis, subject to corresponding confidentiality obligations (d) in the case of disclosure to affiliates or professional advisors of the Empaneled Advisor, the prior written permission of NHIT Entities has been obtained, and the Empaneled Advisor shall remain liable for any breach of confidentiality by such recipients; (e) is lawfully obtained from a third party not under any confidentiality obligation; (f) was already lawfully in the possession of the Empaneled Advisor prior to disclosure; or (g) is independently developed without reference to the Confidential Information.

Upon expiry or termination of the empanelment or upon written request by NHIIMPL, the Empaneled Advisor shall promptly return or destroy, to the extent practicable, all Confidential Information and copies thereof in its possession or control, except to the extent retention is required under applicable law

- 24.5 (a) Advisor agrees to comply with the Digital Personal Data Protection Act, 2023, the Digital Personal Data Protection (DPDP) Rules, 2025, and any rules / directions issued by the Data Protection Board of India; (b) Advisor will collect, store, and process personal data only for the specified purpose; (c) Advisor will implement reasonable technical and organizational measures for data security; (d) Advisor will notify NHIIMPL of any personal data breach within 72 hours of becoming aware (and assist with breach-notification compliance); (e) Advisor will return or destroy personal data on completion of the assignment; (f) Advisor will not engage sub-processors without prior written consent and will impose back-to-back DPDP obligations on any sub-processor.

All deliverables prepared by the Empaneled Advisor for the NHIT-entities (the "Deliverables") shall, on creation, vest in NHIT (or such NHIT-entity as NHIIMPL may direct). NHIIMPL and NHIT-entities and their respective successors and assigns shall have a perpetual, royalty-free, worldwide, irrevocable, transferable license to use, reproduce, modify, and distribute the Deliverables for any purpose, including disclosure to lenders, regulators, prospective acquirers, joint-venture partners, and professional advisors. The Empaneled Advisor warrants that the Deliverables do not infringe any third-party IP. The Empaneled Advisor's background IP (i.e. proprietary methodologies, software, models, and tools created independently of and prior to the engagement) shall remain its property; the Advisor grants NHIIMPL and NHIT-entities a perpetual, royalty-free license to use such background IP solely to the extent embedded in the Deliverables.

- 24.6 Each bidder should undertake that during the empanelment period, the Empanelled Advisors would make no change in the composition of the Proposed Team (as submitted in the Technical Proposal) and if any change happens, then the replacement should have credentials higher or equivalent to the exiting member.
- 24.7 The Empaneled Advisor shall indemnify, defend, and hold harmless NHIIMPL and NHIT-entities and their respective officers, directors, employees, and affiliates from and against all losses, damages, costs, and expenses (including reasonable legal fees) arising out of or in connection with: (a) breach of any warranty, undertaking, or representation; (b) third-party claims arising from the Advisor's deliverables, including IP infringement; (c) gross negligence or wilful misconduct of the Advisor or its personnel; (d) breach of confidentiality or data-protection obligations. Subject to the carve-outs

below, the Advisor's aggregate liability under this Agreement, whether in contract, tort (including negligence), misrepresentation, restitution, or otherwise, shall not exceed the aggregate fees received by the Advisor from NHIIMPL in the twelve (12) months preceding the date the relevant claim first arose (the "Liability Cap"). The Liability Cap shall not apply to the Advisor's liability arising from: (a) breach of confidentiality or data-protection obligations; (b) intellectual property infringement attributable to the Advisor's deliverables; (c) fraud or fraudulent misrepresentation; (d) gross negligence; or (e) willful misconduct.

#### 24.8 Force Majeure:

24.8.1 Neither NHIT-entities, nor the Empaneled Advisor shall be liable for any failure or delay in performing its obligations under this Agreement to the extent such failure or delay is caused by or results from a Force Majeure Event. For the purposes of this clause, a "Force Majeure Event" shall mean any event or circumstance beyond the reasonable control of the affected party, including but not limited to acts of God, flood, cyclone, earthquake, lightning, fire, epidemic, pandemic, public health emergency, war, invasion, armed conflict, terrorism, riot, civil commotion, communal disturbance, strikes or industrial disputes (other than those involving the affected party's own employees), governmental action or restriction, change in law, denial or restriction of access to survey sites by governmental authorities, failure or outage of utilities, telecommunications or third-party vendor systems, and extreme weather conditions persisting for more than seven (7) consecutive days.

24.8.2 The affected party shall notify the other party in writing of the occurrence of the Force Majeure Event within seven (7) days of becoming aware of such event, providing reasonable details of the nature of the event, the obligations affected and the anticipated duration of the delay.

24.8.3 Upon the occurrence of a Force Majeure Event, the obligations of the affected party shall be suspended to the extent and for the duration that performance is prevented or delayed due to such Force Majeure Event, and the timelines for performance shall stand extended accordingly. The affected party shall use reasonable efforts to mitigate the impact of the Force Majeure Event and resume performance as soon as reasonably practicable.

24.8.4 If a Force Majeure Event continues for a continuous period exceeding ninety (90) days, either party may terminate the agreement entered into in pursuance of this RFP upon written notice to the other party without any liability, except in respect of obligations accrued prior to the commencement of the Force Majeure Event.

24.8.5 For the avoidance of doubt, no liquidated damages, penalties or other delay-related liabilities shall apply to delays or non-performance directly attributable to a Force Majeure Event.

24.9 The Empaneled Advisor shall not assign, sub-contract, or sub-licence any part of its obligations without the prior intimation to NHIIMPL. The Empanelled Advisor shall remain solely responsible for the acts, omissions, and conduct of any approved sub-contractor

as if they were its own. All confidentiality, data-protection, and indemnity obligations shall flow through to sub-contractors.

24.10 Performance Bank Guarantee :

24.10.1. Each Empaneled Advisor shall, within fifteen (15) days of the issuance of the LoA, furnish to NHIIMPL an unconditional and irrevocable Performance Bank Guarantee ("PBG") equivalent to ten percent (10.00%) of the assignment fee mentioned in LoA, issued by a scheduled commercial bank acceptable to NHIIMPL. The PBG shall remain valid for the entire duration of the assignment plus an additional period of six (6) months beyond its expiry, inclusive of any claim period.

24.10.2. The PBG shall be unconditional and encashable by NHIIMPL, without requiring prior notice to or consent from the Empaneled Advisor, upon the occurrence of any of the following events: (a) failure to complete or deliver any milestone, deliverable, or output specified in the assignment scope within the agreed timelines plus a cure period of thirty (30) days from the original milestone deadline; (b) breach of confidentiality; (c) any conflict of interest events.

24.10.3. In the event that NHIIMPL encashes the PBG, whether in whole or in part, the Empaneled Advisor shall replenish the PBG to its full original value within fifteen (15) days of such encashment, failing which NHIIMPL shall be entitled to terminate the empanelment forthwith. The invocation of the PBG shall be without prejudice to any other rights, remedies, or claims that NHIIMPL may have against the Empaneled Advisor under this agreement or under applicable law.

25. **Dispute Resolution:** This RFP shall be governed by the laws of India.

Any dispute arising out of the RFP, which cannot be amicably settled between the parties, shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996 through a panel of three arbitrators, with each of NHIIMPL and the remaining disputing party(ies) appointing one arbitrator and the two arbitrators so appointed appointing a third arbitrator. Provided that in the event that any disputing parties fail to appoint an arbitrator within 15 days from the dispute being referred to arbitration, the other parties shall be at liberty to appoint an arbitrator for such disputing parties(ies) and such appointment shall be final and binding on the other disputing parties. The venue and seat of the arbitration shall be at New Delhi. All proceedings in any such arbitration shall be conducted, and the arbitral award shall be rendered, in the English language.

This RFP, the Letter of Award, and any assignment / contract executed pursuant to the empanelment shall be governed by and construed in accordance with the laws of India. Subject to the arbitration clause above, the courts at New Delhi shall have exclusive jurisdiction over all matters, including applications under Section 9 and Section 11 of the Arbitration and Conciliation Act, 1996.

### **Section 3: Scope of work**

Scope of Services for different categories of work shall be as under:

**I. Due Diligence Traffic Study:**

Scope of work is mainly divided into following major activities:

1. Review of Data and Documents

NHIMPL shall provide available traffic/ revenue data to the Empaneled Advisors which shall be analyzed for standard trends of traffic and revenue in terms of composition, growth rates, segmentation, etc. The data and documents of major interest may include, but not be limited to, the following:

- Historical data on classified traffic volume & revenue data for the project highway's Toll Plaza/s under consideration
- Past traffic study reports
- Conducting gap analysis between actual and projected traffic & revenue for current/last year and ascertaining the reasons thereof
- Fast Tag data by IHMCL/NPCI/NHAI
- Traffic volume/ revenue data collected from the concerned PIUs and actual amount remitted by User Fee Collection Agencies to NHAI

2. Traffic Surveys

a. Number & Location of Survey Stations

S. No.	Description of Traffic Surveys
1.	Video or better technology based classified Traffic Volume Count
2.	Origin-Destination and Commodity Movement Characteristics

- The methodology of collection and analysis of data, number of traffic survey locations etc., shall be finalized in consultation with NHIMPL for each assignment
- Locations of survey shall be such that traffic is captured at concerned Toll Plaza/s and potential traffic diversion issues, if any, are also assessed
- As part of the reconnaissance survey/ visit, the Advisors shall assess the presence of local leakage routes for each of the Toll Plaza/s of the Project Highway, and ascertain if any additional traffic details need to be collected as per Section 2(b)

b. Classified Traffic Volume Count Survey

- The classified traffic volume count surveys shall be carried out for 7 days (continuous, direction-wise) at the selected survey stations. The vehicle classification system as given in relevant IRC code may be followed. However, the following generalized classification system is suggested in view of the requirements of traffic demand estimates, financial and economic analysis:

Motorized Traffic		Non-Motorized Traffic
2-Wheeler	Trucks (2Axle)	Bi-Cycle
3-Wheeler/ Autorickshaws	3Axles commercial vehicles	Cycle-Rickshaw

Car/LMV/Jeep/VAN	MAV (4-6) Axles	Animal Drawn Vehicle (ADV)
Mini LCV	Heavy Machinery Construction (HCM)	Hand Cart
LCV	Earth Moving Equipment (EME)	Other Non-Motorized Vehicle
Mini-Buses	Oversized (more than 6 axles)	
Buses	Agri. Tractor without Trailor	

- All results shall be analyzed, and the annual average daily traffic (AADT) shall be worked out by applying seasonal correction / variation factors.
  - Triangulation of traffic forecasts shall be undertaken based on data from secondary sources and analysis of variations (if any), from the traffic as per TVC and as per data shared by NHIIMPL
- c. Origin-Destination and Commodity Movements Surveys
- 1 day (24 hours, both directions), O-D and commodity movement surveys at locations finalized and scheduled in consultation with NHIIMPL.
  - The road-side interviews on random sample basis to cover all vehicles. The location of the O-D survey and commodity movement surveys shall normally be the same as for the classified traffic volume count.
  - Identification of Project Influence Area and traffic generators (industrial areas, towns, ports etc.) from analysis of travel pattern covering:
    - a) Regional distribution of traffic – through/ bypassing traffic/ inter-state, intra-state/inter-district, intra-district etc.
    - b) Commodity composition- Goods type distribution
    - c) Top OD pairs by vehicle types
    - d) Travel frequency and trip purpose distribution leading to traffic segmentation by toll rate category
  - Traffic diversion analysis, in case, there are existing routes or new alternative routes are planned by relevant Authority
  - Identification of and traffic analysis relating to Competing Routes (including rail/DFC etc.), if any
  - Assessment of impact of network improvements based on observed travel pattern
  - Traffic growth rate estimation based on the elasticity approach using econometric modelling or any other acceptable approach such as Commodity backed approach
  - OD sample shall be approx. 50% in case of OD at toll plaza locations and approx. 25% in case of OD at non-toll plaza locations
3. Traffic & Revenue Estimates
- The values of elasticity of transport demand shall be based on the prevailing practices in the country. The Advisors shall give complete background including references for selecting the value of transport demand elasticity.

- The demand estimates shall be done assuming three scenarios, namely, optimistic, pessimistic and most likely traffic growth. The growth factors shall be worked out for five- yearly intervals or as appropriate.
- Above all will include formulation of future economic outlook based on macroeconomic outlook, including cyclical economic disruptions, vehicle-fleet electrification trends, inter-modal competition (rail, dedicated freight corridors), and any other material factors expected to affect traffic demand over the forecast horizon.
- Key factors to be considered in forecasting traffic/ revenue:
  - a) Seasonal Correction Factors
  - b) Influence area of the project and it's economic perspective
  - c) Key traffic drivers of the project
  - d) Present and future elasticity of transport demand by vehicle type
  - e) Traffic growth rate trends observed
  - f) Impact of upcoming developments and future development potential of the region
  - g) Study of impact of competing routes in terms of diversion from/to the project road - Identification of competing routes and network condition, traffic characteristics & level of tolls charged, if any on the competing corridors
  - h) Review of nearby toll plaza/past traffic & revenue data for accurate estimation of traffic growth and to study the past traffic growth trend.
  - i) Scenario testing for toll revenue
  - j) Any other competing transportation facility
  - k) Distribution of traffic into different tolling streams (normal paying and concessions as applicable in line with CA)

#### 4. Deliverables

- Raw field survey data and video tape of the traffic surveys.
- Processed survey data
- Undertake detailed land use of the relevant project stretch
- Corridor Analysis covering the adjoining corridor to the relevant project stretch
- Reconciliation of traffic & revenue for current/last year and corresponding gap analysis from the last study (if applicable)
- Traffic and Revenue projections category wise (both vehicle wise and usage wise): toll able traffic annually & toll revenue (financial year wise) from current year till end of concession period with plus 2 years more
- Traffic Due Diligence Report
- Inputs required for Technical & Financial Analysis
- Presentations on draft and final reports to NHIMPL and any follow-on discussions
- The relevant data should be provided in a pen-drive / hard disk.
- The detailed working files for the proposed Base, OD analysis, proposed Growth, and Diversion analysis can be shared separately, if required.
- 

## II. **Yearly Revalidation Traffic Study of assets under NHIT and newly acquired for next two years**

Scope of work is mainly divided into following major activities:

1. Review of Data and Documents

NHIIMPL shall provide available traffic/ revenue data to the Empaneled Advisors which shall be analyzed for standard trends of traffic and revenue in terms of composition, growth rates, segmentation, etc. The data and documents of major interest may include, but not be limited to, the following:

- Historical data on classified traffic volume & revenue data for the project highway's Toll Plaza/s under consideration
- Past traffic study reports
- Conducting gap analysis between actual and projected traffic & revenue for current/last year and ascertaining the reasons thereof
- Fast Tag data by IHMCL/NPCI/NHAI
- Traffic volume/ revenue data collected from the concerned PIUs and actual amount remitted by User Fee Collection Agencies to NHAI
- Traffic & revenue data including Annual pass data generated from the plazas, etc

2. Traffic Surveys

d. Number & Location of Survey Stations

S. No.	Description of Traffic Surveys
1.	Video or better technology based classified Traffic Volume Count
2.	Origin-Destination and Commodity Movement Characteristics

- The methodology of collection and analysis of data, number of traffic survey locations etc., shall be finalized in consultation with NHIIMPL for each assignment
- Locations of survey shall be such that traffic is captured at concerned Toll Plaza/s and potential traffic diversion issues, if any, are also assessed
- As part of the reconnaissance survey/ visit, the Advisors shall assess the presence of local leakage routes for each of the Toll Plaza/s of the Project Highway, and ascertain if any additional traffic details need to be collected as per Section 2(b)

e. Classified Traffic Volume Count Survey

- The classified traffic volume count surveys shall be carried out for 3 days (continuous, direction-wise) at the selected survey stations. The vehicle classification system as given in relevant IRC code may be followed. However, the following generalized classification system is suggested in view of the requirements of traffic demand estimates, financial and economic analysis:

Motorized Traffic		Non-Motorized Traffic
2-Wheeler	Trucks (2Axle)	Bi-Cycle
3-Wheeler/ Autorickshaws	3Axles commercial vehicles	Cycle-Rickshaw
Car/LMV/Jeep/VAN	MAV (4-6) Axles	Animal Drawn Vehicle (ADV)
Mini LCV	Heavy Machinery Construction (HCM)	Hand Cart
LCV	Earth Moving Equipment (EME)	Other Non-Motorized Vehicle
Mini-Buses	Oversized (more than 6 axles)	
Buses	Agri. Tractor without Trailor	

- All results shall be analyzed, and the annual average daily traffic (AADT) shall be worked out by applying seasonal correction / variation factors.
  - Triangulation of traffic forecasts shall be undertaken based on data from secondary sources and analysis of variations (if any), from the traffic as per TVC and as per data shared by NHIIMPL
- f. Origin-Destination and Commodity Movements Surveys
- 1 day (24 hours, both directions), O-D and commodity movement surveys at locations finalized and schedule in consultation with NHIIMPL.
  - The road-side interviews on random sample basis to cover all vehicles. The location of the O-D survey and commodity movement surveys shall normally be the same as for the classified traffic volume count.
  - Identification of Project Influence Area and traffic generators (industrial areas, towns, ports etc.) from analysis of travel pattern covering:
- a. Regional distribution of traffic – through/ bypassing traffic/ inter-state, intra-state/inter-district, intra-district etc.
- b. Commodity composition- Goods type distribution
- c. Top OD pairs by vehicle types
- d. Travel frequency and trip purpose distribution leading to traffic segmentation by toll rate category
- Traffic diversion analysis, in case, there are existing routes or new alternative routes are planned by relevant Authority
  - Identification of and traffic analysis relating to Competing Routes ((including rail/DFC etc.), if any
  - Assessment of impact of network improvements based on observed travel pattern
  - Traffic growth rate estimation based on the elasticity approach using econometric modelling or any other acceptable approach such as Commodity backed approach
  - OD sample shall be approx. 50% in case of OD at toll plaza locations and approx. 25% in case of OD at non-toll plaza locations
3. Traffic & Revenue Estimates
- The values of elasticity of transport demand shall be based on the prevailing practices in the country. The Advisors shall give complete background including references for selecting the value of transport demand elasticity.
  - The demand estimates shall be done assuming three scenarios, namely, optimistic, pessimistic and most likely traffic growth. The growth factors shall be worked out for five-yearly intervals or as appropriate.
  - Above all will include formulation of future economic outlook based on macroeconomic outlook, including cyclical economic disruptions, vehicle-fleet electrification trends, inter-modal competition (rail, dedicated freight corridors), and any other material factors expected to affect traffic demand over the forecast horizon.
  - Key factors to be considered in forecasting traffic/ revenue:
- e. Seasonal Correction Factors
- f. Influence area of the project and it's economic perspective
- g. Key traffic drivers of the project
- h. Present and future elasticity of transport demand by vehicle type

- i. Traffic growth rate trends observed
- j. Impact of upcoming developments and future development potential of the region
- k. Study of impact of competing routes in terms of diversion from/to the project road - Identification of competing routes and network condition, traffic characteristics & level of tolls charged, if any on the competing corridors
- l. Review of nearby toll plaza/past traffic & revenue data for accurate estimation of traffic growth and to study the past traffic growth trend.
- m. Scenario testing for toll revenue
- n. Any other competing transportation facility
- o. Distribution of traffic into different tolling streams (normal paying and concessions as applicable in line with CA)

#### 4. Deliverables

- Raw field survey data and video tape/CD of the traffic surveys
- Processed field survey data
- Undertake detailed land use of the relevant project stretch
- Corridor Analysis covering the adjoining corridor to the relevant project stretch
- Reconciliation of traffic & revenue for current/last year and corresponding gap analysis from the last study (if applicable)
- Traffic and Revenue projections category wise (both vehicle wise and usage wise): toll able traffic annually & toll revenue (financial year wise) from current year till end of concession period with plus 2 years more
- Traffic Due Diligence Report
- Inputs required for Technical & Financial Analysis
- Presentations on draft and final reports to NHIMPL and any follow-on discussions.
- The relevant data should be provided in a pen-drive / hard disk.
- The detailed working files for the proposed Base, OD analysis, proposed Growth, and Diversion analysis can be shared separately, if required.

### III. **Traffic and Revalidation Study without Traffic Surveys:**

- a. Traffic Study without Traffic Surveys:
  - Scope would comprise of entire scope of Traffic Study provided above excluding para 2 above.
  - Site visit which should primarily cover updates on land-use, network inventory, specific site insights on travel pattern.
  - Deliverables as elaborated in para 4 of Traffic Study would be applicable excluding the requirement of Raw field survey data and video tape/CD of the traffic surveys, processed field survey data & report.

### IV. **Traffic Volume Count Survey (TVC) - 3 days:**

- 1. Scope will cover the scope mentioned in para 2(a) and 2(b) of Traffic Study scope provided above.
- 2. The classified traffic volume count surveys shall be carried out for 3 days (continuous,

direction-wise) at the identified location.

3. Deliverables would include Raw field survey data and video tape/CD of the traffic surveys, processed field survey data and report.

**V. Traffic Volume Count Survey (TVC) - 7 days:**

1. Scope will cover the scope mentioned in para 2(a) and 2(b) of Traffic Study scope provided above
2. The classified traffic volume count surveys shall be carried out for 7 days (continuous, direction-wise) at the identified location
3. Deliverables would include Raw field survey data and video tape/CD of the traffic surveys, processed field survey data and report

**VI. Origination Destination Survey (OD) - 1 day:**

1. Scope will cover the scope mentioned in para 2(c) of Traffic Study scope provided above.
2. 1 day (24 hour, both directions) O-D and commodity movement surveys at identified locations will be conducted.
3. Deliverables would include Raw field survey data and video tape/CD of the traffic surveys, processed field survey data and report.

**VII. Registration Number Plate Survey (RNP) - 3 days:**

1. Conduct 24-hour RNP survey at identified alternate route entry and exit points in both directions.
2. Record vehicle registration number, vehicle class, direction, and time of passage using manual and/or video-based methods.
3. Analyze matched vehicle movements to assess traffic diversion, route choice, and travel patterns.
4. Ensure synchronized survey operations with adequate manpower and night-time arrangements.
5. Deliverables shall include raw survey data, video recordings, processed RNP database, analysis outputs, and summary report.

## **Section 4:- Form of Technical Proposal**

(On the letter head of the bidder)

### **Section A: General Information**

- (i) Profile of the organization with full particulars of the constitution, ownership and business activities of the prospective Traffic Advisor.
- (ii) Commitment(s) which shall act either as a constraint or as a conflicting interest in the proposed assignment (if any).

### **Section B: Technical Information**

<b>Criteria</b>	<b>Evaluation criteria &amp; scoring guidance</b>	<b>Maximum Points</b>
1	<p><b>Experience and Capabilities in handling past traffic and revenue forecasting studies for Qualifying Projects:</b></p> <ul style="list-style-type: none"> <li>• Rating Criteria for this requirement will be as under:               <ul style="list-style-type: none"> <li>a) Number of Qualifying Projects <math>\geq</math> 100: 100%</li> <li>b) Number of Qualifying Projects <math>\geq</math> 75: 75%</li> <li>c) Number of Qualifying Projects <math>\geq</math> 50: 50%</li> </ul> </li> <li>• Only studies completed between 01/04/2023 and 30/04/2026 (both dates inclusive) to be included.</li> </ul> <p><u>Documents Required:</u> <i>Certified copies of traffic study completion certificate issued by client or any other documentary proof (signed by Statutory Auditor / Chartered Accountant) of completion of study to be provided.</i></p>	30
2	<p><b>Experience and Capabilities in handling past traffic and revenue forecasting studies for Qualifying Portfolio:</b></p> <ul style="list-style-type: none"> <li>• Rating Criteria for this requirement will be as under:               <ul style="list-style-type: none"> <li>a) Number of Qualifying Portfolio <math>\geq</math> 10: 100%</li> <li>b) Number of Qualifying Portfolio <math>\geq</math> 6: 75%</li> <li>c) Number of Qualifying Portfolio <math>\geq</math> 4: 50%</li> </ul> </li> <li>• Only studies completed between 01/04/2023 and 30/04/2026 (both dates inclusive) to be included.</li> </ul> <p><u>Documents Required:</u> <i>Certified copies of traffic study completion certificate issued by client or any other documentary proof (signed by Statutory Auditor / Chartered Accountant) of completion of study to be provided.</i></p>	20
3	<p><b>Team Strength &amp; Experience:</b></p> <ul style="list-style-type: none"> <li>• Team comprising at least one Transport Planner with a minimum work experience of 12 years OR an Economist with a minimum 15 years' experience.</li> <li>• Rating Criteria for this requirement will be as under:               <ul style="list-style-type: none"> <li>a) Team comprise of both Transport Planner with experience <math>\geq</math>15 years AND an Economist with experience <math>\geq</math>20 years: 20 marks</li> <li>b) Team comprise of both Transport Planner with experience <math>\geq</math>12</li> </ul> </li> </ul>	20

	<p>years &amp; &lt;15 years AND an Economist with experience <math>\geq</math>15 years &amp; &lt;20 years: 15 marks</p> <p>c) Either of Transport Planner with experience <math>\geq</math>15 years OR an Economist with experience <math>\geq</math> 20 years: 12 marks</p> <p>d) Either of Transport Planner with experience <math>\geq</math>12 years &amp; &lt;15 years OR an Economist with experience <math>\geq</math> 15 &amp; &lt;20 years: 9 marks</p> <ul style="list-style-type: none"> <li>Team to be led by either Transport Planner with minimum experience of 12 years OR an Economist with minimum experience of 15 years</li> </ul> <p><u>Documents Required:</u> <i>Certification of the Authorized Signatory to be provided as proof of Team Strength and Experience.</i></p>	
4	<b>Presentation</b>	30
	<b>Total Technical Score</b>	<b>100</b>

We accept all the terms & conditions as mentioned in the RFP. In the event of any contradiction in the terms and conditions as mentioned in the RFP and our proposal/ offer to NHIIMPL, NHIIMPL's decision shall prevail.

**Section C: Self Scoring Technical Information (To be filled in by Bidders)**

Criteria	Evaluation criteria & scoring guidance	Maximum Points	Eligible Points (To be filled in by Bidder)
1	<p><b>Experience and Capabilities in handling past traffic and revenue forecasting studies for Qualifying Projects:</b></p> <ul style="list-style-type: none"> <li>Rating Criteria for this requirement will be as under: <ul style="list-style-type: none"> <li>a. Number of Qualifying Projects <math>\geq</math> 100: 100%</li> <li>b. Number of Qualifying Projects <math>\geq</math> 75: 75%</li> <li>c. Number of Qualifying Projects <math>\geq</math> 50: 50%</li> </ul> </li> <li>Only studies completed between 01/04/2023 and 30/04/2026 (both dates inclusive) to be included.</li> </ul> <p><u>Documents Required:</u> <i>Certified copies of traffic study completion certificate issued by client or any other documentary proof (signed by Statutory Auditor / Chartered Accountant) of completion of study to be provided.</i></p>	30	
2	<p><b>Experience and Capabilities in handling past traffic and revenue forecasting studies for Qualifying Portfolio:</b></p> <ul style="list-style-type: none"> <li>Rating Criteria for this requirement will be as under: <ul style="list-style-type: none"> <li>a. Number of Qualifying Portfolio <math>\geq</math> 10: 100%</li> <li>b. Number of Qualifying Portfolio <math>\geq</math> 6: 75%</li> <li>c. Number of Qualifying Portfolio <math>\geq</math> 4: 50%</li> </ul> </li> <li>Only studies completed between 01/04/2023 and 30/04/2026 (both dates inclusive) to be included.</li> </ul> <p><u>Documents Required:</u> <i>Certified copies of traffic study completion certificate issued by client or any other documentary proof (signed by Statutory Auditor / Chartered Accountant) of completion of study to be provided.</i></p>	20	
3	<p><b>Team Strength &amp; Experience:</b></p> <ul style="list-style-type: none"> <li>Team comprising at least one Transport Planner with a</li> </ul>	20	

	<p>minimum work experience of 12 years OR an Economist with a minimum 15 years' experience.</p> <ul style="list-style-type: none"> <li>Rating Criteria for this requirement will be as under:</li> </ul> <p>a. Team comprise of both Transport Planner with experience <math>\geq 15</math> years AND an Economist with experience <math>\geq 20</math> years: 20 marks</p> <p>b. Team comprise of both Transport Planner with experience <math>\geq 12</math> years &amp; <math>&lt; 15</math> years AND an Economist with experience <math>\geq 15</math> years &amp; <math>&lt; 20</math> years: 15 marks</p> <p>c. Either of Transport Planner with experience <math>\geq 15</math> years OR an Economist with experience <math>\geq 20</math> years: 12 marks</p> <p>d. Either of Transport Planner with experience <math>\geq 12</math> years &amp; <math>&lt; 15</math> years OR an Economist with experience <math>\geq 15</math> &amp; <math>&lt; 20</math> years: 9 marks</p> <ul style="list-style-type: none"> <li>Team to be led by either Transport Planner with minimum experience of 12 years OR an Economist with minimum experience of 15 years</li> </ul> <p><u>Documents Required:</u> <i>Certification of the Authorized Signatory to be provided as proof of Team Strength and Experience.</i></p>		
4	<b>Presentation*</b>	30	NA
	<b>Total Technical Score</b>	<b>100</b>	

**Note:**

Bidders are requested to provide detailed calculations of the score being claimed by them under the Section-C.

\*Bidders are not to provide self-scoring for this section, i.e. Presentation

**Name & Signature of Bidder's Authorized Signatory**

**Date:**

## **Section 5:- Form of Financial Proposal**

(On the letter head of the bidder)

Financial Proposal  
From (Name & Address of the bidder)

To  
Sandeep Khosa  
GM-Procurement  
National Highways Infra Investment Managers Private Limited,  
Unit 324, D21 Corporate Park, Sector 21,  
Dwarka, New Delhi - 110077

**Sub: Request for Proposal (RFP) issued by NHIIMPL for Empanelment & Engagement of Traffic Advisors for undertaking Traffic Feasibility Studies for National Highways Infra Trust (NHIT) and SPVs under National Highways Infra Trust, collectively referred as “NHIT-entities**

Financial offer of bidders must be submitted in the following manner (as given below):-

S. No	Particulars	Professional Fee (in INR)
1	Base Fee to be charged (per Toll Plaza) as per given scope	[•]

**Name & Signature of Bidder’s Authorized Signatory**

**Date:**

### **Notes for the bidder**

1. Minimum amount of fee to be quoted is Re.1/-.
2. The fee quoted should be limited to 2 (two) decimal points and shall remain FIRM during the term of the contract.
3. The fee quoted by the bidder should be inclusive of all charges except applicable GST, which shall be paid extra as applicable. Taxes should be indicated separately while raising the bills for payment of fee.
4. The fee will be payable in Indian Rupees after successful completion of the Issue. Withholding taxes, as applicable, will be deducted at the time of making payment.

## **Section 6: - Undertakings**

(On the letter head of the bidder)

### **To be provided with the technical bid**

We undertake that: -

1. The proposal submitted hereunder shall remain valid for a period of at least 120 days from the last date for submission of proposal.
2. No other fees/ cost/ expenses/taxes/levies shall be payable by NHIIMPL/ NHIT or any of its associated entity for the Services rendered by Bidder / Empaneled Advisor except as mentioned in Financial Proposal and the OPE expenses as mentioned in the RFP.
3. The Bidder has not been banned/ blacklisted/ de-listed/ disqualified/ debarred by any organization/ government agency/ quasi-government agency/ PSU to participate in their tenders for empanelment. We further certify that there is no investigation pending against us or the CMD/CEO/Directors of our Company and no action has been initiated against us/ our Directors by CVC/ RBI or any other government/ statutory agency with regard to any financial irregularities.
4. The Bidder does not have any conflict of interest which is prejudicial to the scope of work. Further, the bidder will ensure that no such business or professional activities will be carried out by it, which may affect the interest of NHIIMPL.
5. The Bidder has adequate infrastructure, personnel, resources to carry out the required Services and are eligible to act as Traffic Advisor. The Bidder has understood the scope of work properly and shall comply with the terms of engagement.
6. No bankruptcy/ liquidation proceedings have been initiated against the Bidder by any entity/ government agency/ quasi-government agency/ PSU and there is no material case/ proceeding against the Bidder/ its Directors that is likely to have significant impact on its business as Empaneled Bidder / Appointed Traffic Advisor or on its deliverables pursuant to this bid/ RFP.
7. All the information submitted as part of the Bid is true and correct.

-----  
We accept all the terms & conditions as mentioned in the RFP. In the event of any contradiction in the terms and conditions as mentioned in the RFP and our proposal/ offer to NHIIMPL, the NHIIMPL's decision shall prevail.

**Signature(s) and name(s) of the Authorized Signatory with Seal**

**Date:**