

Tender No. NHIIMPL/FY26-27/RFP/BRLM

Date: 22.10.2026

Tender Title: Request for Proposal ("RFP") issued by National Highways Infra Investment Managers Private Limited ("NHIIMPL") for Empanelment and Appointment of Book Running Lead Manager(s) for Public Issuance and/or Private Placement of Units for National Highways Infra Trust ("NHIT").

Corrigendum II

This has reference to the subject RFP, bearing no. NHIIMPL/FY26-27/RFP/BRLM, published on 07.10.2026 on NHIT website <https://nhit.co.in/>

1. Section 2: Instructions to Bidders, Clause 22.3: Key Terms and Conditions of Empanelment may be read as below:

S. No.	Original Clause	Revised Clause
22.3	The BRLM shall comply with the Digital Personal Data Protection Act, 2023, the DPDP Rules, 2025, and any directions of the Data Protection Board of India; shall collect, store and process personal data only for the specified purpose; shall implement reasonable technical and organizational security measures; shall notify NHIIMPL of any personal data breach within 72 hours of becoming aware (and assist with breach-notification compliance); shall return or destroy personal data on completion of the assignment; and shall not engage sub-processors without NHIIMPL's prior written consent, imposing equivalent DPDP obligations on any sub-processor so engaged.	<i>With effect from the date(s) on which the relevant provisions of the Digital Personal Data Protection Act, 2023 (the "DPDP Act") and the Digital Personal Data Protection Rules, 2025 (the "DPDP Rules") come into force, the BRLM shall comply with the DPDP Act, the DPDP Rules, and any directions of the Data Protection Board of India; shall collect, store and process personal data only for the specified purpose; shall implement reasonable technical and organizational security measures; shall notify NHIIMPL of any personal data breach within 72 hours of becoming aware (and assist with breach-notification compliance); shall return or destroy personal data on completion of the assignment; and shall not engage sub-processors without NHIIMPL's prior written consent, imposing equivalent DPDP obligations on any sub-processor so engaged.</i>

2. Section 2: Instructions to Bidders, Clause 24: Indemnity may be read as below:

S. No.	Original Clause	Revised Clause
24	a. The Appointed BRLMs shall keep and hold the NHIT indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the NHIT arising out of: (i) The breach, default or non-performance of undertakings,	<i>(a) The Appointed BRLMs shall keep and hold the NHIT indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses (collectively, "Losses") which may be caused to or suffered by or made or taken against the NHIT arising out of: (i) the breach, default or non-performance of undertakings, warranties, covenants or obligations by the Appointed BRLMs; (ii) any</i>

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	warranties, covenants or obligations by the Appointed BRLMs; (ii) Any contravention or non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the Appointed BRLMs; (iii) Failure to make the allotment and placement diligently, accurately and in accordance with allotment criteria. The Appointed BRLMs shall indemnify the NHIT with all the market price differentials, damages, costs, expenses which the NHIT has to bear due to incidents of omission and commission of the Appointed BRLMs, whether intentional or inadvertent. b. Without prejudice to the indemnity obligations set out above, the Appointed BRLMs shall indemnify, defend and hold harmless NHIT and its affiliates, directors, officers and representatives against any and all losses, claims, liabilities, damages, penalties, costs and expenses (including reasonable legal expenses) arising out of or in connection with: (i) any misstatement, omission, inaccuracy or misleading disclosure in the offer documents or other transaction documents, to the extent attributable to the verification, due diligence or review undertaken by the relevant BRLM; (ii) any breach of confidentiality obligations, unpublished price sensitive information ("UPSI") obligations or obligations under applicable insider trading laws and regulations; (iii) any breach of the representations, warranties, covenants or obligations provided by the Appointed BRLMs under the engagement terms; (iv) any third-party claim arising from infringement of intellectual property rights attributable to the acts or omissions of the Appointed BRLMs; and (v) any fraud, gross negligence, wilful misconduct or breach of applicable laws by the Appointed BRLMs or their respective personnel.	<i>contravention of or non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the Appointed BRLMs; or (iii) failure to make the allotment and placement diligently, accurately and in accordance with the allotment criteria. The Appointed BRLMs shall indemnify NHIT for all market price differentials, damages, costs and expenses which the NHIT has to bear due to incidents of omission and commission of the Appointed BRLMs, whether intentional or inadvertent.</i> <i>(b) Without prejudice to the indemnity obligations set out above, the Appointed BRLMs shall indemnify, defend and hold harmless NHIT and its affiliates, directors, officers and representatives against any and all losses, claims, liabilities, damages, penalties, costs and expenses (including reasonable legal expenses) arising out of or in connection with:</i> <i>(i) any misstatement, omission, inaccuracy or misleading disclosure in the offer documents or other transaction documents, to the extent attributable to the verification, due diligence or review undertaken by the relevant BRLM;</i> <i>(ii) any breach of confidentiality obligations, unpublished price sensitive information ("UPSI") obligations or obligations under applicable insider trading laws and regulations;</i> <i>(iii) any breach of the representations, warranties, covenants or obligations provided by the Appointed BRLMs under the engagement terms;</i> <i>(iv) any third-party claim arising from infringement of intellectual property rights attributable to the acts or omissions of the Appointed BRLMs; and</i> <i>(v) any fraud, gross negligence, wilful misconduct or breach of applicable laws by the Appointed BRLMs or their respective personnel.</i> <i>Further, the Appointed BRLMs shall indemnify, protect and save the NHIT against all claims, losses, costs, damages, expenses, actions, suits and other proceedings resulting from infringement of any law pertaining to patents, trademarks, copyrights, etc.</i> <i>(c) NHIT shall indemnify and hold harmless each Appointed BRLM against Losses suffered by such Appointed BRLM arising out of any third-party claim to the extent such claim results from (i) any untrue</i>

S. No.	Original Clause	Revised Clause
	c. The aggregate liability of each BRLM under this Clause shall be limited to an amount equal to 3 (three) times the aggregate fees received by such BRLM from NHIT in the preceding 12 (twelve) months. Notwithstanding the foregoing, the aforesaid limitation of liability shall not apply to any losses, claims, liabilities, damages, costs or expenses arising out of or relating to (a) any breach of confidentiality obligations or UPSI / insider trading obligations; (b) intellectual property infringement; (c) fraud; (d) gross negligence; or (e) wilful misconduct of the relevant BRLM. d. The indemnities set out herein shall survive the expiry or termination of the engagement and shall remain enforceable notwithstanding any other provision of the engagement terms. e. Further, the Appointed BRLMs shall indemnify, protect and save the NHIT against all claims, losses, costs, damages, expenses, actions, suits and other proceedings resulting from infringement of any law pertaining to patents, trademarks, copyrights, etc. f. All indemnities shall survive notwithstanding expiry or termination of the contract and Appointed BRLMs shall continue to be liable under the indemnities. g. The NHIT shall provide a written demand specifying the loss/damages claimed, together with reasonable supporting details, and the selected bidder(s) shall be liable to pay the amount so demanded, subject to (i) the limitation of liability set out in sub-clause (c) above, and (ii) the selected bidder's right to dispute the quantum of such loss/damages in accordance with Clause 23 (Dispute Resolution). h. Each of the Bidder hereby accepts that the terms of this RFP shall be final and binding and shall override the terms of any issue agreement or placement agreement or offer agreement (by whatever name it	<i>statement of a material fact, or omission of a material fact, in the offer documents relating to the NHIT or its assets and furnished by or on behalf of the NHIT, other than any statement or omission falling within sub-clause (b)(i) above; or (ii) any breach by the NHIT of applicable law in connection with the issue.</i> <i>(d) The aggregate liability of each BRLM under this Clause and the aggregate liability of the NHIT under sub-clause (c) shall be limited to an amount equal to the aggregate fees actually paid by the NHIT to the relevant Appointed BRLM under the engagement in the preceding 12 (twelve) months. Notwithstanding the foregoing, the aforesaid limitation of liability shall not apply to any losses, claims, liabilities, damages, costs or expenses arising out of or relating to (a) any breach of confidentiality obligations or UPSI / insider trading obligations; (b) intellectual property infringement; (c) fraud; (d) gross negligence; or (e) wilful misconduct of the relevant BRLM.</i> <i>(e) The indemnities set out herein shall survive the expiry or termination of the engagement and shall remain enforceable notwithstanding any other provision of the engagement terms.</i> <i>(f) An indemnified party shall provide a written demand to the indemnifying party specifying the Losses claimed, together with reasonable supporting details, and the indemnifying party shall pay the amount so demanded within 30 (thirty) days of receipt of such demand, subject to (i) the limitations of liability set out in sub-clause (e) above (to the extent applicable), and (ii) the indemnifying party's right to dispute the quantum of such Losses in accordance with Clause 23 (Dispute Resolution). Any amount which is not disputed shall be paid within the aforesaid period, pending resolution of the disputed amount.</i> <i>(g) Each Bidder hereby accepts that the terms of this RFP shall be final and binding and shall override the terms of any issue agreement, placement agreement or offer agreement (by whatever name called) to be entered into between the Bidder and NHIIMPL</i>

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	may be called) to be entered into between the Bidder and NHIIMPL and/or NHIT.	and/or NHIT, subject to Applicable Laws.

3. Section 4: Form of Technical Proposal may be read as below:

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3	Team experience and capabilities in handling listed offerings, initial public offerings ("IPO"), follow-on public offerings ("FPO") and Qualified Institutional Placement ("QIP") for InvIT/ REIT offerings in India since 01/04/2021 Team Leader: - Team to be led by a team leader with minimum experience of 10 years. - Detailed CV of the team leader specifying listed InvIT/ REIT transactions where she/he was involved. - Marking Criteria: 1 (One) mark for each successful filing of final offer document of InvIT/ REIT transaction involving the team leader with a maximum of 5 (Five) marks Team Members: - In addition to the team leader, team should comprise at least 2 team members having a cumulative work experience of minimum 15 years. - Detailed CV of each of the team members specifying the number of InvIT/ REIT transactions where she/he was involved. - Marking Criteria: 2 (Two) marks for each successful filing of final offer document of listed InvIT/ REIT transactions involving the relevant person with a maximum of 10 (Ten) marks <i>In case 2 individual team members have worked on the same InvIT/ REIT transaction, then it will be considered as 2 separate transactions and will be awarded 2 mark on a cumulative basis.</i>	15																																																																														
4	Presentations	30																																																																														
	Total Technical Score	100																																																																														
3	Team experience and capabilities in handling listed equity offerings, including Initial Public Offerings ("IPO"), follow-on public offerings ("FPO"), Qualified Institutional Placement ("QIP") and Public/ Private Placements of Debt in India, including InvIT/ REIT offerings in India since 01/04/2021 Team Leader: - Team to be led by a team leader with minimum experience of 10 years. - Detailed CV of the team leader specifying listed InvIT/ REIT transactions, other equity offerings and public/ private placements of debt in which they were involved. - Marking Criteria: 2 (Two) marks for each successful filing of final offer document of InvIT/ REIT equity transaction involving the team leader. And 1 (One) Mark for each qualifying equity transaction other than an InvIT/ REIT transaction, or successfully completed public/ private placement of debt involving the team leader	15																																																																														

S · N ·	Original Clause	Revised Clause						
		Maximum marks under this sub-criterion: 5 (Five) marks Team Members: · In addition to the team leader, team should comprise at least 2 team members having a cumulative work experience of minimum 15 years. · Detailed CV of each of the team members specifying the number of InvIT/ REIT transactions, other equity offerings and public/ private placements of debt in which they were involved. · Marking Criteria: 2 (Two) marks for each successful filing of final offer document for an InvIT/ REIT equity transaction involving the relevant team members. And 1 (One) mark for each qualifying equity transaction other than an InvIT/ REIT transaction, or each successfully completed public/ private placement of debt involving the relevant team member. Maximum marks under this sub-criterion: 10 (Ten) marks Note: 1. Each distinct qualifying transaction shall be counted once for each individual Team Leader or Team Member involved. Where two or more individuals from the proposed team have worked on the same transaction, it may be counted separately for each such individual, applying the relevant marking criteria and subject to the maximum marks specified for the Team Leader and Team Members. 2. Each qualifying InvIT/REIT equity transaction, other qualifying equity transaction and public/private placement of debt shall be assessed separately and awarded marks in accordance with the applicable marking criteria. <table border="1" data-bbox="861 1630 1455 1713"> <tr> <td data-bbox="861 1630 917 1675">4</td><td data-bbox="917 1630 1356 1675">Presentations</td><td data-bbox="1356 1630 1455 1675">30</td></tr> <tr> <td data-bbox="861 1675 917 1713"></td><td data-bbox="917 1675 1356 1713">Total Technical Score</td><td data-bbox="1356 1675 1455 1713">100</td></tr> </table>	4	Presentations	30		Total Technical Score	100
4	Presentations	30						
	Total Technical Score	100						

Thank you,

For and on behalf of

National Highways Infra Investment Managers Private Limited

Sandeep Khosa

GM Procurement

NWPPL (Unit of NHIT)