

Reply of Pre-bid Queries of Bidders

Tender No. NHIT/FY25-26/RFP/Tax Advisory Services, **Published on Dtd.** 22-10-2025 on NHIT Website, **Tender Title:** Request for Proposal ("RFP") issued by National Highways Infra Trust (NHIT) on behalf of National Highways Infra Investment Manager Private Limited (NHIIMPL), National Highways Infra Trust (NHIT) and SPVs under NHIT for Appointment of Direct and Indirect Tax Consultant for NHIIMPL, NHIT and SPVs under NHIT.

Relevant column and page no. of attached RFP	Requirement of RFP	Query/Clarification/proposed revision Requested by Bidders	Response
Point No. 10. - EMD[Page No 5]	We understand that the RFP requires bidders to deposit an Earnest Money ("EMD") of INR 120,000.	· We kindly request an exemption from this requirement at this initial stage and assure you that the EMD amount will be duly deposited immediately upon award of the bid (as required).	No Change
Clause 12.9 - Minimum Eligibility Criteria[Page No. 9]	The RFP require the bidder should not be debarred/ blacklisted by any Government Agency/ PSU in India as on date of submission of the Bid.	· We propose to file the following declaration along with the RFP submission. Would request to please confirm that the below declaration suffice the requirement: "I, <<DTTI LLP Partner>>, Partner at DTTI LLP, hereby declare to the best of our knowledge and belief that our firm is not debarred/ blacklisted by any Government Agency/ PSU in India as on date of submission and our firm is not under any such material legal action for any cause in India in the last five years which would materially affect its ability to perform under this RFP."	Accepted
Disclaimer and Clause 23 - Indemnification [Page 3 and 11]	The RFP stipulates that the Bidder shall indemnify and hold NHIT and its entities harmless from any liabilities, claims, penalties, fines, losses, damages, costs, or proceedings arising from any error, default, negligence, or contravention of applicable laws, including submission of statutory forms and other documents.	· We propose that the indemnity clause be mutually agreed at the time of contracting, consistent with DTTI LLP standard terms and policy. Would request your confirmation on the below indemnification clause that we propose to include while contracting: "The Client shall indemnify and hold harmless DTTI LLP and any other Deloitte Entity from all third party Claims except to the extent finally determined to have resulted primarily from fraud of DTTI LLP, or any other Deloitte Entity. In circumstances where all or any portion of the provisions of this Paragraph are finally determined to be unavailable, the aggregate liability of DTTI LLP and all other Deloitte Entities (including their respective personnel) for any Claim shall not exceed an amount which is proportional to the relative fault that their conduct bears to all other conduct giving rise to such Claim."	Indemnification shall be limited to total fee payable for the engagement, rest all will remain same.
Clause no 28 - Matter of Confidentiality [page no. 12]	The confidentiality clause in the RFP is silent on the scope of confidentiality obligations.	· Since, the confidentiality clause on scope of work is silent in RFP, we propose to include the attached confidentiality clause while doing contracting, consistent with DTTI LLP standard terms and policy. · Further, please note that the said confidentiality clause provides adequate protection to NHIT. We request your confirmation to proceed with the said confidentiality clause.	The Confidentiality clause as per RFP Document
Point No. 3 and 4: Part B: Technical Information [Page No. 20]	The RFP requires that the Bidder must have on rolls a minimum of 200 qualified tax professionals on a full-time basis, and at least 50 professionals eligible to act as authorized representatives under clauses (iv) or (v) of sub-section (2) of Section 288 of the Income-tax Act, 1961 ("the Act").	· DTTI LLP has significantly more than the required number of qualified tax professionals on its payroll, including those meeting the eligibility. · We understand that a self-declaration confirming compliance with the said requirement will be sufficient. Request you to please provide your confirmation.	Accepted
Point No. 5 : Part B: Technical Information [Page No. 20 and 21]	The RFP requires that the Bidder should have carried out at least three assignments in: (i) Income-tax advisory for successful InvIT or REIT transactions in India, or (ii) Tax compliance services for InvIT or REIT in India. Each of (i) and (ii) would be considered as a separate assignment.	· Due to client confidentiality obligations, we request exemption from submitting client engagement letters or supporting documentation at this stage. · We confirm that relevant details/evidence can be submitted to NHIT post award of the bid, if required, in accordance with confidentiality protocols.	Duly certified list of assignment by Authorised Signatory would be suffice

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Relevant column and page no. of attached RFP	Requirement of RFP	Query/Clarification/proposed revision Requested by Bidders	Response
Section 6: Undertaking [Page No. 23]	The RFP requires submission of a undertaking confirming that the Bidder has not been banned/ blacklisted/ de-listed/ disqualified/ debarred by government agency/ quasi-government agency/ PSU to participate in their tenders for Engagement. 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.	We propose to file the following undertaking along with the RFP submission. Would request to please provide your confirmation: <i>"The Bidder is not banned/ blacklisted/ de-listed/ disqualified/ debarred by government agency/ quasi-government agency/ PSU to participate in their tenders for Engagement. We further certify that there is no investigation pending against us or the partner/ Directors of our firm on this engagement and no action has been initiated against us/ our such partner Directors by CVC/ RBI or any other government/ statutory agency with regard to any financial irregularities, such that it restricts DTTILLP's ability to provide the proposed services."</i>	Accepted
Section 6: Undertaking [Page No. 23]	The RFP requires submission of a undertaking confirming that 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 Empanelled Bidder / Appointed Tax Consultancy firm or on its deliverables pursuant to this bid/ RFP.	We propose to file the following undertaking along with the RFP submission. Would request to please provide your confirmation: <i>"No bankruptcy/ liquidation proceedings have been initiated against the Bidder by any entity/ government agency/ quasi-government agency/ PSU and there is no such material case/ proceeding against the Bidder/ its Director proposed engagement partner that DTTILLP believes is likely to have significant impact on its business as Empaneled Bidder / Appointed Tax Consultancy firm or on its deliverables pursuant to this bid/ RFP."</i>	Accepted
-	Limitation of Liability – The RFP document on is silent on the liability.	Since, the RFP is silent on the limitation of liability clause, we propose that the limitation liability clause be mutually agreed at the time of contracting, subject to maximum of contracting fees. We request your approval/ confirmation to proceed with the above approach.	Limitation of Liability shall be limited to maximum of contracting fees for engagement.
General	Terms and Conditions	Kindly confirm whether there are any additional General Terms and Conditions (GTCs) applicable to this engagement apart from those explicitly mentioned in the RFP document.	No, other Conditions
Page 5 - S No. 10	EMD requirement of Rs. 1,20,000 (One Lac Twenty Thousand) in the name of National Highways Infra Trust (NHIT) in the form of Demand Draft/Bank Guarantee, which will be refunded to unsuccessful bidders Within [30] days of bid finalization.	We have noted that the RFP includes an EMD requirement of INR 1,20,000 in the form of Demand Draft/Bank Guarantee in favour of NHIT. Given that the said requirement was not part of the previous RFP issued for similar services, we request NHIT to consider waiving the EMD requirement for this engagement as well. Alternatively, we request that a lower EMD may be sought from the selected bidder only upon finalization of the award. If the same is acceptable, request you to share the complete banking details (including beneficiary name, account number, IFSC, bank name and branch) for issuing the DD/BG.	No Change

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Page 8	(b) minimum 10 qualified professionals who have experience of providing services to Mini Ratna/ Navratna / Maharatna PSU of not less than 2 years.	Please confirm if document containing the list of qualified professionals duly certified by the Authorised Signatory of the Bidder should suffice in this regard.	List of qualified professional along with undertaking would suffice
Page 8	The Bidder must employ a minimum of 200 qualified tax professionals on a full-time basis (a) a minimum of 50 are meeting the requirements for being an authorized representative under clauses (iv) or (v) of sub-section (2) of section 288 of the Income- tax Act, 1961. Qualified tax professional for this purpose means a person meeting the requirements for being an authorized representative under clauses (iii), (iv) or (v) of sub-section (2) of section 288 of the Income-tax Act, 1961.	As per clause (iv) of Section 288(2) of the Income-tax Act, only Chartered Accountants holding a Certificate of Practice (COP) qualify as authorized representatives. Further, clause (v) read with Rule 50 of Income Tax Rules, 1962 does not cover individuals who have passed the final examinations conducted by Institute of Chartered Accountants of India. Also, clause (iii) of Section 288(2) covers legal practitioner who is entitled to practise in any civil court in India. Accordingly, qualified Chartered Accountants without a COP may not be eligible under the current threshold. Accordingly, we request NHIT to kindly consider waiving this specific requirement for the purpose of determining the number of tax professionals under clauses (iii), (iv) or (v) of Section 288(2) of the Income Tax Act, 1961.	Self Declaration
Page 11	The Agency shall hold NEPPL harmless and shall indemnify the same against all claims, penalties, fines, losses, damages, costs and proceedings arising from the breach or contravention of any laws, rules and regulations referred to in this order	Request you to kindly consider capping the indemnification obligation of the selected bidder to the total fees payable under the engagement. This would help ensure balanced risk allocation for both the parties.	Agreed
Page 11	Confidentiality of information provided by NHIT and other entities	Request you to update the confidentiality clause to include standard carve-outs that are typically applicable in a professional services engagements. Specifically, we suggest inserting the following language to ensure clarity and protection of the information: <i>"The confidentiality obligations shall not apply to any information which: (i) is or becomes publicly available otherwise than through a breach of this RFP or engagement terms; (ii) is already in the bidder's possession without any obligation of confidentiality; (iii) is obtained by the bidder from a third party without any obligation of confidentiality; or (iv) is independently developed by the bidder outside the scope of this engagement"</i>	No Change
Pages 11 and 12	Indemnification and other sections	We have noted that the RFP refers to "NEPPL" in the clauses related to Indemnification, Force Majeure, Anti-Bribery & Corruption Policy, and Right of Removal. As the RFP is issued by NHIT on behalf of NHIIMPL and SPVs under NHIT, we understand that it may be an inadvertent reference. Kindly confirm if the references to "NEPPL" should be read as "NHIT and other entities" as well.	Should be read as NHIT and Other entities

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Page 12	NEPPL will have the right to remove any selected Agency/Firm from the selection list without assigning any reason whatsoever and without any cost & compensation therefore NEPPL also reserves the right to replace/remove/ Appoint any new Agency/Firm as the Agency/Firm for an ongoing or future Requirements at any stage.	Request you to update this clause to provide termination rights to both parties, with a provision for termination by giving 15 days' prior written notice.	Right to termination with either party with 30 days prior written notice
		Additionally, request you to remove the word "compensation" from this clause, as payment for services already performed up to the date of termination should be made upon termination of engagement.	Agreed
Page 12	General Information	The RFP mentions that bidders are required to submit an "Analysis of Rates" along with the Financial Proposal. We request you to kindly clarify what is expected under this requirement.	Not Required
Page 20	The Bidder should have carried out at least three assignments in (i) income-tax advisory in successful InvIT or REIT transactions in India or (ii) tax compliance services for InvIT or REIT in India. Each of (i) & (ii) would be considered as a separate assignment	Request you to confirm if list of such assignments, duly certified by the Authorized Signatory of the Bidder would suffice in this regard, or copies of engagement letters, letters of award, or other supporting documentation are required to be submitted at this stage.	Duly certified list of assignment by Authorised Signatory would be suffice
Page 22	Section 5 (Financial Proposal)	In the financial proposal table, Serial No. 1 and 2 both refer to "NHIT Entity." Kindly confirm if "NHIT" provided under serial no. 2 should be read as "NHIIMPL" for avoiding duplication.	Should be read as NHIIMPL
NA	Confidentiality of deliverables provided by Bidder	Request you to kindly consider including a clause in the RFP to safeguard the confidentiality of information, deliverables, and intellectual property shared by the bidder during the course of the engagement. Suggested language for inclusion is as follows: "Parties agree that all communication/deliverables/reports provided by Bidder herein are intended for NHIT's internal use only and not for any unauthorized sharing with third parties or reliance by third parties without Bidder's written consent. Each party retains its rights in its pre-existing intellectual property. Except as explicitly agreed in writing between parties, any intellectual property developed by Bidder, and any working papers compiled in connection with the Services (but not NHIT Information provided by NHIT contained in them which shall remain NHIT property), shall be the property of Bidder."	No Change
Page 23 (S No. 3)	The Bidder has not been banned/ blacklisted/ de-listed/ disqualified/ debarred by government agency/ quasi-government agency/ PSU to participate in their tenders for Engagement. 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.	The Bidder has not been banned/ blacklisted/ de-listed/ disqualified/ debarred by government agency/ quasi-government agency/ PSU to participate in their tenders for Engagement. We further certify that the Bidder has not been convicted for, and there is no investigation pending against the Partner who has signed the bid and no action has been initiated against him/her by CVC/ RBI or any other government/ statutory agency with regard to any financial irregularities.	Modification Accepted

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Page 23 (S No. 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 Tax Consultancy firm or on its deliverables pursuant to this bid/ RFP.	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 that is likely to have significant impact on its business as Empaneled Bidder / Appointed Tax Consultancy firm or on its deliverables pursuant to this bid/ RFP.	Modification Accepted

Thanking You,

For and on behalf of
National Highways Infra Trust



Mathew George
CFO NHIIMPL

Dated: 07-11-2025