

**Invitation for Bids for Engagement of a Consulting Agency for Conducting Systems Study, Preparation of Tender Document, and Bid Process Management for the e-Governance Project of Haryana Real Estate Regulatory Authority, Gurugram.**

Clarifications regarding queries received with respect to the Bid document issued by this Authority on 03.03.2025 & 08.03.2025.

1. A Pre-Bid Conference was held in the Conference room of the Authority on 07.03.2025. The meeting was attended by representatives of the following prospective bidders:
  - a) Price Waterhouse Coopers Pvt. Ltd., Gurugram
  - b) Earnst and Young LLP, Gurugram
  - c) Primus Partners Pvt. Ltd., New Delhi
  - d) PE Analytics Ltd., Gurugram
  
2. Pre-Bid queries were received from the following entities:
  - a) Primus Partners Pvt. Ltd., New Delhi vide email dated 03.03.2025
  - b) Earnst and Young LLP, Gurugram vide email dated 08.03.2025
  
3. On the basis of discussions held and queries raised by the above agencies, the Authority hereby issues the following clarifications:

**Pre-Bid Queries (PRIMUS PARTNERS)**

Clause in the RFP	Clause Details	Recommendations	Remarks
<b>Clause 3 Earnest Money Deposit</b>	Bids with respect to this tender shall be accompanied with earnest money deposit of Rs. 5,00,000 (Five lakh only) in the form of Demand Draft/ Bankers Cheque in Favor of The Haryana Real Estate Regulatory Authority, Gurugram	Bids with respect to this tender shall be accompanied with earnest money deposit of Rs. 1,00,000 (One Lakh only) in the form of Demand Draft/ Bankers Cheque in Favor of The Haryana Real Estate Regulatory Authority, Gurugram	<b>No change.</b>

<p><b>Clause 5</b> <b>Timelines for delivery of the Scope under the present tender</b></p>	<p>It is envisaged that the Agency will complete the processes inter alia consisting of As-Is, ToBe, FRS, BID document preparation in a period of 2 Months extendable by 1 month.</p>	<p>It is envisaged that the Agency will complete the processes inter alia consisting of As-Is, ToBe,FRS, BID document preparation in a period of 3 Months extendable by 1 month.</p>	<p><b>The Bid document already provides for a period of 2 months extendable by 1 month. However, in case of justifiable reasons, the Authority can consider extending the deadline by another 1 month.</b></p>
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<b>Clause 6 Instructions to the Bidders Sub Clause 6.1.c</b>	Preference will be given to Bidders who have prior experience of working with any of the Real Estate Regulatory Authorities in India. Preference will also be given to Bidders who have relevant ISO & IEC Certification	Preference will be given to Bidders who have prior experience of working with any of the Real Estate Regulatory Authorities in India. Preference will also be given to Bidders who have relevant ISO & IEC/ CMMI Certification	<b>No change.</b>
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<b>Clause 6.11 Evaluation</b>	Stage 1 (Technical Proposal) – 60% Stage 2 (Financial Proposal) – 40%	Stage 1 (Technical Proposal) – 70% Stage 2 (Financial Proposal) – 30%	<b>No change.</b>
<b>Clause 6.11 Evaluation</b>		Changing the calculations w.r.t 70:30 ratio.	<b>No change.</b>

<b>Clause 7.1 No of Years of experience</b>	Company / Firm / Corporation, incorporated in India under the Companies Act, 1956 or 2013 or a Limited Liability Partnership Firm (LLP) registered under section 12 of Limited Liability Partnership Act, 2008, and should have been in existence for a minimum of 5 years in IT/ITES consulting services.	Company / Firm / Corporation, incorporated in India under the Companies Act, 1956 or 2013 or a Limited Liability Partnership Firm (LLP) registered under section 12 of Limited Liability Partnership Act, 2008, and should have been in existence for a minimum of 5 years in consulting services.	<b>No change.</b>
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<p><b>Clause 7.3 Technical Capability</b></p>	<p>Agency must have the experience of working on at least one project of similar nature not less than the amount of INR 25 lakhs. "Projects of Similar nature" will be considered as e-Governance project done in full/part with Central/ State Government and PSUs under Central/State Governments over the current Financial Year and the last three financial years.</p> <p>Satisfactory Completion Certificates from the client</p>	<p>Agency must have the experience of working on at least one project of similar nature not less than the amount of INR 25 lakhs. "Projects of Similar nature" will be considered as e-Governance project done in full/part with Central/ State Government and PSUs under Central/State Governments over the current Financial Year and the last three financial years.</p> <p>Completion/ In Progress Certificates from the client/ Self Declaration</p> <p>5 Marks for every additional successfully completed/ ongoing projects up to 3 such project</p>	<p><b>No change.</b></p>
<p><b>Clause 7.5 Adequacy and Quality of the proposed methodology and work plan</b></p>	<p>Note 2: Preference will be given to Bidders who have relevant ISO &amp; IEC Certifications</p>	<p>Note 2: Preference will be given to Bidders who have relevant ISO/ IEC/ CMMI Certifications</p>	<p><b>No change.</b></p>
<p><b>Annexure 2 Form 2.2 Technical Capability</b></p>	<p>Completion certificate from the client</p>	<p>Completion/ On going certificate from the client</p>	<p><b>No change.</b></p>

## Pre-Bid Queries (EY)

Sr. No.	Page no. & Section	Actual clause in RFP	Clarification Sought / Amendment Requested	Remarks
1.	Pg-9-, Sec 6- Instructions to the Bidders	6.1. Eligibility Criteria	The eligibility criteria are outlined in Section 6.1, but the specific supporting documents required have not been detailed. For example, in the case of 'The Bidder should be a Company / Firm / Corporation,' a copy of the bidder's company registration certificate should be provided. Similarly, for the annual turnover requirement, a certificate from a Chartered Accountant (CA) may be requested, and for blacklisting, a certificate from the authorized signatory of the organization may be required.	<b>Agreed.</b>
2.	Pg-9-, Sec 6- Instructions to the Bidders	6.1. Eligibility Criteria	In addition to the criteria outlined in Section 6.1, the following may also be required from the bidder: The firm should be at least CMMI Level 3 or higher, and the bidder should have a minimum of 100 employees on its payroll	<b>No change.</b>
3.	Pg-7: Broad Scope of Work for Consulting Agency	5.1 Timelines for delivery of the Scope under the present tender	From Table No. 2, it is understood that the total engagement duration is 3 months. Please confirm. It is suggested that consultants continue their involvement through the design, development, and implementation phases until the platform successfully goes live.	<b>The Authority envisages floating a separate tender for Project implementation and monitoring consultant, in case required.</b>
4.	Pg-9-, Sec 6- Instructions to the Bidders	6.11. Evaluation Process	As part of evaluation RFP detailed out QCBS evaluation with 60:40 criteria. To select quality bidders it is suggested to consider 70:30 criteria.	<b>No change.</b>
5.	Pre- Qualification criteria	Table-5, Point number- Technical Capability	Against the proof of completion of the similar project it is mentioned "Satisfactory Completion Certificates from the client". Please amend this clause as Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor).	<b>No change.</b>
6.	Page 7, Section 5 (Broad Scope	The Agency is required to develop	Could you provide more details on the expected depth and format of the FRS and MIS Architecture	<b>Guidelines in this regard may be referred from</b>

	of Work)	Functional Requirement Specifications (FRS) and MIS Architecture.	deliverables? Are there specific templates or standards to be followed?	<b>Annexure 4 of the Bid document.</b>
7.	Page 17, Section 7 (Pre-Qualification Criteria)	Preference will be given to Bidders with ISO & IEC Certifications.	Could you specify which ISO/IEC certifications are preferred or mandatory for this project? What will be the weightage of the ISO/IEC certifications?	<b>No change.</b>
8.	Page 8, Section 5: Broad Scope of Work for Consulting Agency	To map As-Is process of all existing internal and external processes in the HARERA and carry out Gap Assessment.	Would HARERA provide access to existing process documents, workflows, or any prior studies conducted to streamline the As-Is process mapping? - Are there any specific departments or verticals within HARERA that require more focus during the As-Is process mapping?	<b>Yes</b>
9.	Page 28, Annexure 4: Indicative Features of the Proposed E-Governance Project	The proposed platform aims to introduce a Stakeholder Friendly Approach in the Design & Delivery of Services.	Can HARERA provide more details on the specific stakeholders and their expectations from the platform? - Are there any existing systems or platforms that the new e-governance solution needs to integrate with? if so, Can HARERA provide details on these systems?	<b>The comprehensive Bid document may be referred in this regard.</b>
10.	Limitation of Liability	General	HARERA shall not recover from the Consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Client shall not recover from the Consultant, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.	<b>Not such condition can be imposed.</b>
11.	IPR	General	EY may use data, software, designs, utilities, tools, models, systems and	<b>Para 15 of the Bid document may be</b>

			<p>other methodologies and know-how (“Materials”) that EY own in performing the Services. Notwithstanding the delivery of any Reports, EY retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that EY compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.</p>	<p><b>referred in this regard.</b></p>
12.	Termination	General	<p>EY may terminate this Agreement, or any particular Services, immediately upon written notice to Client if EY reasonably determine that EY can no longer provide the Services in accordance with applicable law or professional obligations.</p>	<p><b>Not Acceptable. Conditional Bid shall not be accepted.</b></p>
13.	Reporting	General	<p>Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement (“Reports”), other than Client Information, are for Client's internal use only (consistent with the purpose of the particular Services) including Client's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside your organization. Client may not rely on any draft Report and consultant shall not be required to update its Final Report.</p>	<p><b>Not Acceptable. Conditional Bid shall not be accepted.</b></p>