

## **MINUTES OF PRE-CONSULTATION MEETING: IMPACT EVALUATION STUDY OF UKWDP**

Consultancy firms are invited to submit proposals for the assignment titled "*Impact Evaluation of the Uttarakhand Workforce Development Project*," as advertised in notices published in various newspapers on September 13, 2023. In this regard a pre-consultation meeting was conducted on September 20, 2023, at 3:30 PM, at Office of the SPIU, Government Girls ITI campus, 26, EC Road, near Survey Chowk, Dehradun. Three Consultant representatives attended the pre-consultation meeting virtually via Zoom, while one participated in person.

Meeting link <https://us06web.zoom.us/j/82900947902?pwd=abUawbMktrd4PbsHWEsUEWSHJegktn.1>  
Meeting ID: 829 0094 7902

The following members were present in the meeting on behalf of SPIU:

<b>Sr.No</b>	<b>Name of the Officer</b>	<b>Designation</b>	<b>Organization</b>
1.	Mr. Rohit Fartiyal	Consultant, ID	SPIU, UKWDP, Dehradun
2.	Mr Sandeep Dhiman	Sr. Consultant, Civil	SPIU, UKWDP, Dehradun
3.	Mr. S.Anand	Consultant, M&E	SPIU, UKWDP, Dehradun

The following representatives participated in the Pre-consultation meeting:

<b>Sr.No</b>	<b>Name of the Consultant</b>	<b>Organization</b>	<b>Mode of Participation</b>
1.	Dr. Subir Das	IIT Roorkee	Online
2.	Mr. Bipin Raturi	PWC Pvt. Ltd	In Person
3.	Mr Sanjay Kumar	KPMG Pvt. Ltd	Online
4.	Mr. Mritunjay Arya		

Queries were also received from prospective consultants via email. The SPIU's responses to the queries received via email and those discussed in the meeting are outlined below:

<b>SI No.</b>	<b>Reference of REOI/General Query</b>	<b>Query</b>	<b>SPIU Response</b>
1.	Key Professional Team Leader – Ph.D. in education or social science or other relevant field with at least 5 years of experience leading project evaluation work (pg 59)	We kindly request that the UKWDP consider modifying the qualifications for the Team Leader position. Specifically, we propose changing the requirement from a Ph.D. in Education or Social Science or a relevant field with at least 5 years of experience leading project evaluation work to a requirement of a Master's degree in the same fields, while simultaneously increasing the requisite years of experience to 10 years. This adjustment will enhance the qualifications sought for the position and ensure that candidates possess a higher level of expertise and experience.	Same as per RFP.

2.	<p>Data sheet- 17.7 and 17.9</p> <p>The Proposal must be submitted no later than – 4/10/2023 (pg 26)</p>	<p>Considering the holidays in last week of September we request department to extend the submission date for minimum 10 working days</p>	<p>This shall not be relaxed as the proposed study is in mission mode, with specific timelines for its completion.</p>
3.	<p>Schedule for completion of the assignment:</p> <p>16 weeks from the date of contract signing (52)</p>	<p>We would like to respectfully request an extension of the project timeline. The current timeline is set at 16 weeks, and we propose extending it to 24 weeks. The rationale behind this request is the need to accommodate potential non-responsiveness during data collection activities. Additionally, considering the upcoming holidays in the months of November and December, surveying graduates/trainees during this period could be challenging, leading to higher rates of unresponsiveness. Extending the timeline will allow for a more realistic and effective project schedule that accounts for these factors.</p>	<p>As stated above, the extension in the project timelines may not be feasible as the Project is concluding in March'24.</p>
4.	<p>Deliverables</p> <p>Point no.3- Results from pilot, finalized data collection tools, sampling including list of stakeholders &amp; Point no.4- Preliminary results/update on data collection (pg 53)</p>	<p>I kindly request an adjustment to the project timeline regarding the duration between the pilot phase and the finalization of the tools, as well as the commencement of survey activities. Currently, there are only two weeks allocated for this transition period, and I propose increasing it to four weeks instead of two. This extension is necessary to allow for any potential changes required in the tools following the pilot phase, as such modifications would directly impact the subsequent data collection activities. This adjustment will contribute to a more practical and accommodating project schedule, aligning with the overall proposed timeline of 24 weeks, as previously mentioned.</p>	<p>As stated above</p>

5.	<p>Point – ii &amp; v Fiduciary (Financial management and Procurement)</p> <p>How the project Environmental Safeguards compliance of the activities implemented under the project? (pg 56)</p>	<p>Since the scope of work suggest lot of work done under Financial Management, Procurement and Environmental safeguards we request department to add additional manpower having expertise in respective sectors.</p>	<p>The Project activities that are to be evaluated under the assignment are of quantitative nature therefore the dedicated Thematic Expert may not be required. In view of the above, request for additional manpower shall not be considered.</p>
6.	<p>Mandatory Criteria – 2</p> <p>Minimum financial turnover of 50 Lakhs/annum</p>	<p>Considering the scope of work, we request department to change the criteria to Min 50 crore for the selection of experience consultant in the field</p>	<p>Remains same as stated in RFP</p>
7.	<p>27.1 (QCBS only)</p> <p>QCBS</p>	<p>Since the department has allocated marks for technical evaluation criteria under different category, we request department to make this bid QCBS (80:20) to ensure competitive bidding and selection of right consultant on the basis of experience in the sector.</p>	<p>Remains same as stated in RFP</p>
8.	<p>No Clause in RFP</p> <p>Limitation of Liability – Liability is not documented and hence is unlimited</p>	<p>Client is requested to limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by MeitY. It is also the normal industry practice. Client may consider including the following language:</p> <p>"Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for</p>	<p>Shall not be considered</p>

		(i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss."	
9.	No Clause in RPF IPR	<p>There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by MeitY in its guidelines.</p> <p>"Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations."</p>	Shall not be considered

10.	No third party disclaimer	<p>We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.</p>	<p>Since there is no provision of third party in the assignment, hence the third party disclaimer point does not exist.</p>
11.	<p>Acceptance</p> <p>No Acceptance Criteria</p>	<p>If the project is to be completed on time, it would require binding both parties with timelines to fulfil their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by MeitY in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause:</p> <p>"Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted."</p>	<p>The World Bank Procurement guidelines are being followed by the Project, thus the same cannot be considered.</p>