



Request for Proposal

APPOINTMENT OF CONSULTANTS FOR ASSISTING CUBE ENVIRONMENT LABORATORY FOR NABL ACCREDITATION

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Section 1: Letter of Invitation

Letter of Invitation

Ref: CUBE/ADM/RFP/001/2020-21

Date: 05 April 2020

Dear Prospective Consultant

CUBE, a Centre of Excellence, came into being in May 2017, as a joint initiative of IIT Madras and Government of Tamil Nadu (GoTN). CUBE is an Applied Research and Consultancy Centre formulated as an outfit of IIT Madras, to address the practical challenges being faced by the urban built environment through development and deployment of innovative technologies and policy-based solutions in partnership with academia, government and the private sector by employing a multidimensional outlook. As part of its mandate CUBE has established CUBE Environment Laboratory. The Laboratory has cleared the IMS Audit for ISO 9001, 14001 & 45001.

CUBE is now inviting consulting firms to submit proposals to provide Consultancy services of NABL Accreditation of the CUBE Environment Laboratory. The details of the assignment and submission of proposal are enclosed in this RFP. We look forward to receiving your proposals.

With Warm Regards

L. Padmanaban
Major General, Retired
Chief Executive Officer

Section 2: Notice Inviting Proposals

S. No	Particulars	Detailed Description
1	Name of Assignment	APPOINTMENT OF CONSULTANTS FOR ASSISTING CUBE ENVIRONMENT LABORATORY FOR NABL ACCREDITATION
2	Location	M 6, 6 th Floor Block C, IIT Madras Research Park
3	Client Address	Centre for Urbanization, Building and Environment Module 6 c, 6 th Floor, Block C IIT Madras Research Park Kanagam Road, Taramani, Chennai – 600113 Tamil Nadu Office: 044- 6121 0915/901
4	Supply	CONSULTANCY SERVICES FOR ASSISTING CUBE ENVIRONMENT LABORATORY FOR NABL ACCREDITATION
5	Type of Tender	Limited
6	Type of Contract	Fixed Lumpsum
7	Issue of Tender Documents	Online Release
8	Date of Issue of Documents	Wednesday, May 5 th 2020. 11:30 AM
9	Last Date of Submission	Tuesday, May 19 th , 2020. 4.00 PM
10	Proposal Opening	NA
11	Cost of Tender Documents	NA
12	EMD	NA
13	Validity of Bid	One Hundred Twenty (120) days from last date of submission of proposal (which may be extended by mutual agreement)
14	Address Submission of Documents	The Chief Executive Officer Center for Urbanization, Building and Environment Module 6 C, 6 th Floor, Block C IIT Madras Research Park Kanagam Road, Taramani, Chennai – 600113 Tamil Nadu Office: 044- 6121 0915/901
15	Email	office2@cubeiitm.org , rekha@cubeiitm.org

Section 3: Terms of Reference

1.1 Introduction to CUBE ENVIRONMENT LABORATORY

1.1.1 CUBE is a Centre of Excellence of IIT Madras and Government of Tamil Nadu mandated to provide high-end cutting-edge solutions delivering effective and measurable value in built environment aiming at future equipped and sustainable human habitats. As part of its mandate CUBE has established the CUBE Environment Laboratory (CEL), fostered by Tamil Nadu Pollution Control Board and IIT Madras that provides comprehensive laboratory services for Water, Wastewater and Solid Waste. It is a one stop solution provider for entire gamut of laboratory solutions which can be tailor made to meet specific requirements.

1.1.2 CEL has successfully cleared the Audit requirements of the ISO 9001, 14001 & 45001 in February 2020 and is now awaiting the ISO IMS Accreditation.

1.2 Requirements & Scope of Work

1.2.1 CEL seeks consultancy from established consulting agencies for obtaining NABL Accreditation of testing laboratories as per ISO17025:2017. The appointed agency will be expected to support CEL until NABL Accreditation is obtained.

1.2.2 The Consultancy work will be done in following stages:

(a) **Phase 1: Document Gap Analysis:** CEL has established the necessary protocols and operating procedures in line with the requirements of ISO 9001, 14001 and 45001. The Consultant will analyze the existing policies and procedures and arrive at the Gap assessment and changes / modifications to existing documentation to align with NABL Accreditation requirements.

(b) **Phase 2: Documentation:** Preparation of Manual and other documentation including forms and formats as per ISO 17025: 2017 keeping in to consideration the existing manuals and procedures and assistance in the application process.

(c) **Phase 3: During Accreditation:**

- ✓ Assistance in Implementation of the Manual by conducting internal audits, management review meetings and other checks as may be required.
- ✓ Any requirements in documentation and implementations that may emerge during the accreditation process.
- ✓ Assistance and support during and after the NABL Audits until the Accreditation is received.

1.2.3 Time Schedule

S No.	Activity	Expected Completion
1.	Phase 1: Gap Assessment Report	2 Weeks from time of acceptance of Letter of Engagement
2.	Phase 2: Documentation – Manual, Forms & formats / Records / Register /any other relevant document pertaining to NABL accreditation	3 Weeks from acceptance of Gap Assessment Report
3.	Phase 3: Application to NABL, pre-assessment, final assessment, NC closure and procuring the scope of accreditation.	As may be required

1.3 Mode of Proposal Submission & Evaluation

1.3.1 The proposal shall be submitted in two envelopes of technical proposal and financial proposal clearly marked as “**Envelope 1: Technical Proposal for Appointment of Consultants for assisting CUBE Environment Laboratory for NABL Accreditation**” and “**Envelope 2: Financial Proposal for Appointment of Consultants for assisting CUBE Environment Laboratory for NABL Accreditation**”.

1.3.2 The technical bid must comprise of the following:

- (a) **Consultant Information Sheet** and required documents therein as appended to the RFP as Appendix 1.
- (b) **General Qualification Criteria:**
 - (i) **Experience:** Consultant/Firm must have been engaging in providing consultancy services for NABL Accreditation for not less than 5 years. The consultant must also have proven experience of successfully completing minimum three Accreditations with similar scope of work **in the past 5 years**. The consultant shall submit documentary evidence of such work in form of project description, project cost and completion certificate (if any). The consultant is also required to submit the contact numbers and email ids of the clients for reference.

(ii) **Key Personnel:** The consultants must have qualified NABL consultants in the team to be able to successfully provide requisite services. The consultant is required to submit resumes of:

- ✓ Lead Consultant (8 years' experience in supporting and advising NABL Accredited Environment Testing Laboratories for Accreditations)
- ✓ NABL Specialist (3-5 years' experience in supporting NABL Accreditation Processes / NABL Audit)
- ✓ Resumes of any such other experts who Consultants may refer to for successfully carrying out their work shall be submitted as part of the technical proposal.

(iii) **Financial Qualification:** The consultant must furnish ITR for the past two years.

1.3.3 The bids can be submitted by post / courier or in person as deemed fit by the consultant to the address mentioned in the Notice Inviting Proposals. The selection is based on QCBS process, with the technical and financial bid being allocated score in the ratio of 70:30 respectively.

1.3.4 The technical bids will be opened on the due date. The scoring criteria is given below. Minimum score for the technical qualification is **75%**

S No	Criteria	Sub Criteria	% Allocated
1	Relevant Experience		30
a.		No of years of Work Experience	30
b.		Experience of projects of similar nature	70
2	Key Personnel		50
a		Qualifications	40
b		Relevant Experience	60
3	Financial Qualification		20

1.3.5 After the technical evaluation is over, the financial bids of qualified consultants will be opened in the presence of CUBE's Procurement Committee on the same day and the results will be evaluated. The final decision shall be arrived at after computing the final scores. This shall be conveyed to all via email on the same day.

1.4 Queries and Clarifications:

1.4.1 All queries with regards to clarifications on this RFP may be addressed to the following email during the period from **May 6th 2020 to May 11th 2020**: rekha@cubeiitm.org with subject marked as “**Queries on RFP for Appointment of Consultants for assisting CUBE Environment Laboratory for NABL Accreditation**”. The response to all the queries received thus will be sent to all consultants by May 13th, 2020

1.5 Date, Time and Place of Bid Receipt:

1.5.1 The technical and financial bids will be received at **CUBE's office** no later than **May 19th, 2020 4:00 PM**. Any late bids will be returned unopened to the respective consultants. The bids will be placed in two sealed boxes marked for technical and financial bids respectively.

Appendix 1

Letter of Transmittal

(On Firm's Letterhead)

Date: _____

To,
The Chief Executive Officer,
Centre for Urbanization, Buildings and Environment (CUBE)
Module No. 6C, 6th Floor,
IITM Research Park, Kanagam Road,
Taramani, Chennai – 600 113

Dear Sir,

We, the undersigned, offer to provide consultancy services for CUBE Environment Laboratory in accordance with your Request for Proposal Ref. No. _____, Dated _____. We are hereby submitting our Proposal, having details about the firm and proposed consulting fees

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. The Fees quoted by us is valid till 120 days from the date of submission of the proposal. We confirm that this proposal will remain binding upon us and may be accepted by you at any time before the expiry date.

Prices have been arrived independently without consultation, communication, agreement or understanding (for the purposes of restricting competition) with any competitor. We agree to bear all costs incurred by us in connection with the preparation and submission of the proposal and to bear any further pre-contract costs.

We understand that Centre for Urbanization, Buildings and Environment (CUBE) is not bound to accept the lowest or any proposal or to give any reason for award, or for the rejection of any proposal.

I confirm that I have authority of [Insert Name of the Firm] to submit the proposal and to negotiate on its behalf.

Yours faithfully,

Signature:

Name of Signatory & Stamp

Appendix 2:

Consultant Information Sheet

S. No	Particulars	
1	Name of the Consultant/Firm	
2	Name of the Contact Person	
3	Contact Email Address	
4	Contact Phone No	
5	Address	
6.	Registration No (Submit Copy)	
6	PAN (Submit Copy)	
7	GST IN (Submit Copy of the Registration)	

Appendix 3

Checklist (To be filled by Consultants and attached to the Technical Proposal):

(Please tick the right box)

S No	Particulars	Yes	No
Technical Proposal Envelope			
1	Consultant Information Sheet		
2	Project Experience		
	Project 1		
	Project 2		
	Project 3		
3	Key Personnel Information		
	Lead Consultant		
	NAB Specialist		
	Others		
4	Financial Qualification Documents		
Financial Proposal Envelope			

Appendix 4

Professional Fee Proposal Format

(Please provide the break-up of Firm's quoted fees for each work and unit)

(to be submitted on letter head)

Date: _____

To,

The Chief Executive Officer,
 Centre for Urbanization, Buildings and Environment (CUBE)
 Module No. 6C, 6th Floor,
 IITM Research Park, Kanagam Road,
 Taramani, Chennai – 600 113

S No	Particulars	Fee (In Numeric & Words)
1	Consulting Fee	Rs. _____ /- (Rupees _____)
2	GST	Rs. _____ /- (Rupees _____)
3	Total Fee	Rs. _____ /- (Rupees _____)

Remarks (if any):

I confirm that I have authority of [Insert Name of the Firm] to submit the proposal and to negotiate on its behalf.

Yours faithfully,

Signature:

Name of Signatory & Stamp of the Firm

Appendix 5

Non Disclosure Agreement

This Non Disclosure Agreement executed on this _____ (Date) day of _____ (Month & Year), at Chennai, between

CUBE, IIT Madras - CENTRE FOR URBANIZATION, BUILDINGS & ENVIRONMENT, a society constituted by the Indian Institute of Technology, Madras and Government of Tamil Nadu, whose object among others is to deliver effective and measurable value in built environment aiming at future equipped and sustainable human habitats, having its office at Module 6 C, Block C, 6th Floor, IIT Madras Research Park, Kanagam Road, Taramani, Chennai 600113, and has the CUBE Environment Laboratory co located with the office, represented by the Chief Executive Officer of CUBE, hereinafter referred to as "CUBE" which expression unless repugnant to the context or meaning thereof shall be deemed to mean and include its successors and permitted assigns.

and

_____, having their registered office at _____, hereafter referred to as _____ represented by _____, which expression shall unless repugnant to the context thereof, include its successors and assigns of the **SECOND PART**

CUBE and _____ are hereinafter referred to individually as "Party" and collectively as "Parties" which expressions shall unless repugnant to the context thereof, include their successors and assigns.

1. Whereas

1.1 CUBE is a Centre of Excellence of IIT Madras and Government of Tamil Nadu formulated to address the practical challenges faced by urban built environment through development & deployment of innovative technologies and policy-based solutions in partnership with academia, private sector and government.

1.2 _____ offers consulting and advisory for NABL Accreditation among other services

1.3 CUBE Environmental Laboratory has appointed _____ to assist them with NABL Accreditation process.

1.4 This shall be carried out in three phases:

1.4.1 Gap Assessment

1.4.2 Documentation

1.4.3 Support during NABL Audit & Accreditation Process

1.5 _____ have the manpower and expertise to assist CEL in this regard.

2. Now Therefore it is hereby agreed between the Parties hereto as under

2.1 Consultation and Exchange of Information between the Parties

2.1.1 Consultation and exchange of information and documents under this Clause shall be without prejudice to arrangements which may be required to safeguard the confidential and restricted character of certain information and documents. Such arrangements will survive the termination of this Agreement and of any agreements signed by the Parties within the scope of this Project.

2.2 Effective Date, Tenure and Termination

2.2.1 This Agreement shall be effective from the date of signing of this Agreement and, unless terminated earlier as per the termination procedure herein, shall continue to be in force for one year (1) Year.

2.2.2 The extension of the Agreement term may be based on periodic review. Notwithstanding any other rights and remedies provided elsewhere in the agreement, on termination of this agreement.

2.2.3 It is agreed by both the parties that none of them will withdraw from the Agreement nor terminate the Agreement, during the progress, delivery or handing over including warranty period of the said project on hand without the prior written consent of the other.

2.2.4 This Agreement is entire by itself and cannot be changed or terminated orally. The provisions of this Agreement may only be amended, varied, supplemented or waived by an instrument or instruments in writing signed by the Parties.

2.2.5 All legally required amendments shall automatically become an integral part of this Agreement.

2.3 Confidentiality and IP Rights

2.3.1 Both parties shall maintain confidentiality of all the information (tangible and intangible) regarding the Project.

2.3.2 The Intellectual Property Rights and Copy Rights of all original collected data/information in both raw as well as processed format, analysis, reports, technical knowhow, case studies and any other intellectual property/deliverable and all content prepared and submitted by _____ in relation to the Project/ Assignment shall be and remain the property of CUBE. _____ will not utilize this

anywhere else and/or for any other work/organization without the explicit written permission of CUBE even after the expiry of this agreement.

2.4 Relationship

2.4.1 In performing the work and services under the Projects/ Assignments undertaken by the parties, both parties are acting as independent entities and not as an agent or employee of either Party.

2.4.2 Nothing contained in this Agreement shall be construed to create the relationship of agent, partnership or any other relationship between the Parties other than the relationship of independent entities agreeing to carry out specific work and services related to the Project/ Assignments undertaken by the Parties.

2.5 Non-Disclosure

2.5.1 It is understood that either Party has developed or owns intellectual property (including, but not limited to, software, databases, data and systems), financial, technical, operational, marketing, administrative and/or business information, process and procedures with respect to the Project that it deems confidential and/or proprietary, the unauthorized usage or disclosure of which could be detrimental to business interests of the Parties. The Parties hereby agree in consideration of the disclosure of Proprietary Information:

2.5.2 _____ will treat Proprietary/ Project related Information disclosed by CUBE as confidential and will safeguard it in the same manner that it treats its own Proprietary Information of like kind but will use no less than a reasonable degree of care. _____ will only use such Proprietary Information solely in connection with the purposes for which it was disclosed herein, and will not disclose, distribute, or disseminate Proprietary Information in any way, to anyone except as provided in this Agreement.

2.5.3 _____ further agrees that: (i) only _____'s employees and its consultants with a clear and defined need to know shall be granted access to the Project's Proprietary Information; (ii) Project's Proprietary Information shall not be disclosed to any third parties without the prior written approval of CUBE; (iii) permitted disclosures to third parties shall be subject to all of the provisions of this Agreement; (iv) no copies shall be made of the Project's Proprietary Information (whether oral, written, graphic, electronic, or electromagnetic) without the prior written approval of CUBE except for the sole purpose of discharging duties with regards to the Monitoring Services; (v) all approved copies shall bear appropriate legends indicating that such information is CUBE's Proprietary Information; and (vi) _____ shall not make use of any of Project's Proprietary Information for any purpose except that which is expressly contemplated by this Agreement

2.5.4 _____ will maintain in force policies that require its employees to treat and maintain CUBE's Proprietary Information in a confidential manner

2.5.5 Immediately upon the written request by CUBE at any time, the other Party will return all Proprietary Information and all documents and/or samples containing any such Proprietary Information and all copies or extracts thereof, where such Proprietary Information is a form incapable of return or has been copied or transcribed into another document or form, it shall be destroyed or erased, as appropriate.

2.6 Non-Solicitation

2.6.1 Both Parties agree that either Party will not hire or solicit for employment, any of the employees or workers of the other party involved directly in the performance of any work contemplated in this agreement, without the written consent of the other Party, during and for at least six (6) months, following the completion or termination of this Agreement

2.7 Dispute Resolution

2.7.1 This NDA shall take effect and be construed in accordance with the Law of India and be subject to the jurisdiction of the courts at Chennai.

2.7.2 If any dispute or difference arises between the Parties either during or after the completion of the Project or after the termination of this Agreement as to the construction of this Agreement or as to any other matter arising under this Agreement, then either Party may give to the other notice in writing setting out the particulars of the dispute (“Notice of Dispute”). The giving of a Notice of Dispute shall be a condition precedent to the commencement by either party, of arbitration proceedings with regard to the matters in dispute.

2.7.3 Within 10 days of the service of a Notice of Dispute, senior executives of the Parties shall confer at least once to attempt to resolve the dispute or to explore other amicable methods of resolving the dispute. At each such conference, each Party will be represented by a person having authority to resolve the issues in dispute.

2.7.4 If the dispute is not resolved within 14 days after the service of the Notice of Dispute, either Party may by notice in writing to the other require that the issue in dispute be referred to arbitration (“Arbitration Notice”).

2.7.5 All and any disputes arising out of or in connection with the present Agreement shall be finally settled in accordance with the Indian Arbitration and Conciliation Act, 1996 and the Rules framed there under, by three arbitrators, one each appointed by each Party and the third arbitrator to be appointed by both the representative arbitrators. The place of arbitration shall be Chennai, India. The arbitration shall be conducted in the English language. The arbitration award shall be final and binding. The arbitration shall be governed under the laws of India.

2.7.6 If at any time prior to the conclusion of the hearing before the arbitrator either party serves upon the other a Notice of Dispute founded on some other issue other than the issue then before the arbitrator, then at the request of either Party but

subject always to the approval of the arbitrator that other issue shall be referred for determination by the arbitrator in the same proceedings

2.8 Entire Understanding

2.8.1 This Agreement embodies the entire understanding and Agreement between the Parties as to the subject matter of this Agreement. All previous negotiations, understandings, representations, warranties, memoranda or commitments in relation to, or in any way affecting, the subject matter of this Agreement are merged in and superseded by this Agreement and shall be of no force or effect whatever and no party shall be liable to any other party in respect of those matters.

2.9 Further Assurance

2.9.1 Each Party shall promptly execute all documents and do all things that any other Party from time to time reasonably requires of it to effect, perfect or complete the provisions of this Agreement and any transaction contemplated by it.

2.9.2 This Agreement is executed in duplicate and one copy will remain with each of the parties.

2.10 Notice

2.10.1 Any notice or request to be given by either party to the other shall be given in writing at the address mentioned in the title clause of this Agreement.

IN WITNESS THEREOF the parties hereto have caused this MoA to be executed by their duly authorized officer or representative as on the date first written above.

Signed & Delivered within CUBE

By the hand of Maj Gen L Padmanaban
(Retired),
its authorized signatory

Signed and Delivered within _____

By the hand of _____
its authorized signatory



CENTRE FOR URBANIZATION, BUILDINGS & ENVIRONMENT [CUBE]

A Centre of Excellence of IIT Madras and Government of Tamil Nadu



Witness:

Witness:

Name:

Name:

Designation:

Designation:

