

**Advertisement for Empanelment of Laboratories**

**No. 11008/EN/NPC**

**Dt. 03-02-2021**

National Productivity Council (NPC) (an autonomous body under Ministry of Commerce & Industry, Govt. of India) hereby invites application from the renowned laboratories recognized by NABL and MoEF&CC working in the domain of Ground Water testing, soil, hydrogeology, water audit, etc. for empanelment with NPC and signing of MoU.

**Eligibility:** Laboratory must be accredited/recognized under NABL, MoEF&CC and other relevant government. authority.

**How to apply:** The suitable laboratories to fill details as per the **Enclosure- 1** on the laboratory letter head and sealed & signed by authorized signatory, and send to the email ID: himendra.s@npcindia.gov.in along with cover letter with subject heading **“Application for the empanelment of Laboratory with National Productivity Council** preferably by 10th February, 2021.

In addition the laboratory to send the signed MoU as per draft MoU placed at **Enclosure 2** along with the scope of accreditation and related application details when obtaining NABL/MoEF&CC accreditation.

**Terms of payment:** The payment would be decided towards the services rendered, as per the scope of work, involvement with the projects.

**Timeframe for MoU:** 2 years and may be extended as per requirement. NPC reserves the right to terminate this advertisement.

**Engagement:** TheApplications will be shortlisted on the basis of credential of the laboratory. Only selected laboratories will be notified with regard to further course of action**.**

**General Terms & Conditions**

a) The engagement will be initially will be valid for a period of 2 years, which may be extended for a further period on the basis of work requirement & upon assessment of the performance and subject to approval of competent authority.

b) Applications for empanelment of laboratories received after 10.02.2021 will be considered later.

c) The selected laboratory will be required to work in the project across project based regions in India.

d) The NPC reserves the right to cancel this notice without assigning any notice/reasons thereof.

e) The NPC reserves the right not to engage any laboratory against advertisement Notice without assigning any reason. No correspondence will be entertained in this regard.

f) All the applications will be screened for qualification and completeness. Applications complete in all manner will be notified with regard to further course of action.

**Enclosure- I**

**Details of Laboratory**

|  |  |  |
| --- | --- | --- |
| **Sl. No****.** | **Name of the laboratory with complete address** | **Accreditation/Recognition status with Scope** |
| **NABL****accredited / MOEFCC****recognized** | **GW (Ground Water) Analysis** | **Basic Parameters** | **Additional Parameter for comprehensive** | **Valid till** |
| **i** | **ii** | **iii** | **iv** | **v** | **vi** | **vii** |
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**Note:**

* Also mention the details of assessment conducted recently for which results are awaited.
* In addition the laboratory to send the signed MoU as per draft MoU placed at Enclosure 2 along with the scope of accreditation and related application details when obtaining NABL/MoEF&CC accreditation.
* Please enclose Copy of Accreditation Certification received from NABL and MOEF&CC related Gazette Notification

**Enclosure 2**

# DRAFT MEMORANDUM OF UNDERSTANDING

BETWEEN

NATIONAL PRODUCTIVITY COUNCIL (NPC)

AND

ENVIRONMENTAL LABORATORY ……..

This MoU is made on …….. day of February, 2021 at New Delhi between

National Productivity Council, under DPIIT, M/o Commerce and Industry, Government of India, hereinafter referred to as NPC having its registered Office (HQ) at Utpadakta Bhawan, 5 – 6 Institutional Area, Lodhi Road, New Delhi – 110003, represented by the Secretary, NPC, (which expression unless it be repugnant to, or excluded by the context or meaning thereof be deemed to mean and include its successors, assignees) first part.

And

ENVIRONMENTAL LABORATORY hereinafter referred to as ….. having its registered office at ………………………………………………………, represented by the ………………… (which expression unless it be repugnant to, or excluded by the context or meaning thereof be deemed to mean and include its successors, assignees ) second part

This Memorandum (“Memorandum”), dated ….. February, 2021, represents a statement of intent by the National Productivity Council to engage in Ground Water Auditing Works in India, including the aspects of Ground Water Quality Assessments as per client requirements, upon obtaining accreditation with QCI, via its Environment / Energy and Agri – Business Divisions and in association with Technical Area Experts and Collaborating / Empanelled Laboratories.

NPC, through its Environment and Energy and Agri – Business Management Groups is also focusing on enhancing productivity through adoption of resource efficiency, waste management, environment management systems, water auditing, material flow cost accounting, energy management and energy efficiency in industry, service, and agriculture sectors.

Whereas the ENVIRONMENTAL LABORATORY …….. is engaged in providing value added services to Industry and clients in the domain of Water and Ground Water Quality Assessments and auditing works as per the requirements of Ministry of Jal Shakti, Central Ground Water Authority, Central Ground Water Board, Ministry of Environment, Forest and Climate Change, Central Pollution Control Board, State Pollution Control Boards, Bureau of Indian Standards etc and is advancing and mainstreaming and promoting adoption of sustainable water management and resource use efficiencies amongst clients and stakeholders in India.

Further to the points mentioned above, both parties wish to collaborate on the common objectives outlined below.

Whereas,

ARTICLES

I. PURPOSE

Consistent with their respective mandates, the Parties desire to collaborate in joint initiatives to address Ground Water Auditing and Water Quality assessments requirements in the Indian context.

II. AREAS OF COLLABORATION / STATEMENT OF WORK (SoW)

This Memorandum provides a framework within which the Parties may develop and undertake collaborative activities in order to pursue more effectively the objectives identiﬁed in paragraph 1 (Purpose) above.

## Forms of Collaboration

1. Further to the achievement of their common objectives, the Parties intend to consider ways to:

# Engage in Primary/ Secondary data collection–

Collection of primary/ secondary data is of crucial importance for preparing Hydrogeological reports. PROJECT COORDINATOR, Technical Area Experts (TAEs) and ENVIRONMENTAL LABORATORY must visit the site for ground truth verification, sample collection at site and field tests. Data to be collected may include following parameters.

# Primary Data Collection:

* **Well inventory Data:** over the study area (core zone and buffer zone) to collect and record the aquifer type, geometry and continuity, status of water table/ piezo metric head, Well Yield, Bore hole lithology etc.
* **Collection of water samples:** (surface & groundwater) to know the quality. Field measurement of few parameters (pH, conductivity or as specified by CPCB/CGWA/BIS procedures/ standard for recharge) should be preferred.
* **Resistivity Data Collection:** related to Surface and/or Sub-surface geology and/or Borehole Lithology.
* **GNSS/GPS data and Field Verifications:** for collection of data related to Co-ordinates of water well, ponds/lakes, Elevation, Land use, Geo-tagged photographs etc.
* **Secondary data Collection:** related to Geo-Hydrology, HFL and soil data from different government departments, recognized institutions and organizations.
* **Meteorology data:** intensity, average annual rainfall data etc
* **Pump Test Data:** to evaluate the aquifer properties (Drawdown, permeability of aquifer material, storativity and transmissive capacity, area of influence, Well yield etc.
* **Aerial Photo/Satellite imagery:** for Land use / Cropping pattern, geomorphology, geology, soil, groundwater prospect etc.
* **Computer based Mapping / Modelling:** 1D/2D/3D modelling of Groundwater flow, Geomorphology, Drainage pattern & density, Flooding, Morphometric analysis, DRASTIC model, Altitude, slope and aspect maps etc.

**Secondary Data Collection:** Related to Geo-Hydrology and soil data from different government departments, recognized institutions and organizations. Having a detailed ‘understanding’ of the proposed site of the project is of utmost importance for developing the scope of study followed by the planning for collecting the data through secondary source.

# Laboratory Arrangement

The NABL accredited or MoEF&CC recognized laboratory for water quality data, and possibly engaged in water auditing works as above, shall as part of the MoU being engaged in, submit copy of their earlier accreditation applications as supporting part of the empanelment.

The responsibility of all data due diligence, authentication etc. will be the responsibility of applicant Ground Water Consultant Organisation.

In addition the parties may further :-

1. plan, organize and implement joint activities (e.g., workshops, conferences, trainings, seminars, forums/roundtables, etc.) in areas of common interest;
2. pool efforts and expertise, and strengthen platforms for the dissemination and improvement of knowledge sharing through surveys, studies and focused research and dialogue on key priority areas ﬂowing from Purpose;
3. collaborate on the promotion and outreach for the joint activities and deliverables;
4. collaborate on ways to join with other entities which could bring further support to the activities pursued under this Memorandum;
5. collaborate on the dissemination of lessons learnt and results of the collaboration through publications, seminars, workshops, conferences and other easily accessible means; and
6. jointly submit proposals for projects at the national (center) and sub-national (state) level in India
7. periodically evaluate the effectiveness of working in collaboration, with reference to their respective mandates and priorities.
8. The Parties anticipate that each Party will contribute to the activities undertaken pursuant to this Memorandum, in one or more of the following ways:
9. mobilizing resources and funding for the pursuit of the objectives of this Memorandum, subject to their respective internal approvals;
10. sharing publicly available materials, information, data and analytical tools with the other Party.

III. AGREEMENT FOR COLLABORATION

1. This Memorandum will come into force and effect upon signature by both Parties on the date set forth below. It shall have an initial term of three years. It will be reviewed after the third year and extended by written agreement by the Parties.
2. This Memorandum may be modiﬁed or terminated at any time by mutual written agreement of the Parties. Further, the Memorandum may be terminated by either Party at its sole discretion with thirty (30) days prior notice in writing to the other Party.
3. The “MoU’ is general in nature and shall be followed by an agreement/contract at the time of selection of specific project by both the parties.

## Branding

Both parties agree that brand names, logos shall not be used for publicity or advertising purpose without prior approval of an authorized representative of the other party.

## Limits to Agreement

Neither Party is restricted in any way from engaging a third party or parties to pursue independently of the other Party the objectives described in this Memorandum except that such engagement with a third party or parties shall not conﬂict or otherwise unduly interfere with the implementation of this Memorandum or any activities or projects undertaken pursuant thereto.

Nothing in this Memorandum shall be construed as creating a joint venture, an agency relationship, or a legal partnership between the Parties.

IV. NODAL AUTHORITY AND SIGNATORIES

The nodal officer and signatory from NPC shall be Secretary, NPC, or any nominee and the nodal officer and signatory from ENVIRONMENT LABORATORY shall be Mr. / Ms. ……… or any nominee for all the decision making and concurrence.

1. Both parties agree to designate a respective nodal person to serve as an inter-institutional working mechanism, facilitating day-to-day communication and a cooperation under this Memorandum.
2. Any Party may designate different or additional person(s) as its representative(s) by providing written notice or e-mail to the other Party to the respective address(s)/addressee(s) indicated above.

V. IMPLEMENTATION AND ACTION PLAN

1. This Memorandum provides a framework within which the Parties may develop and undertake collaborative activities. Specific arrangements for joint collaborative activities to be carried out under this Memorandum will be set forth in specific agreements (Activity Agreement) to be entered by Parties as set forth in paragraph ‘b’ below.
2. Any activity agreement will seek to include the following information as relevant; i) a description of major activities to be undertaken, ii) the organization and execution of the activities, iii) a proposed budget and source of funding, iv) Roles and responsibilities including revenue sharing arrangements v) the names of persons designated to perform the activities, vi) a timeline for completion of the identified activities, vii) an agreement on intellectual property rights, publication and use of outputs.

Financial commitments related to joint initiatives will be decided mutually by both organizations.

VI. TENURE & TERMINATION

The MoU shall be effective from the date of signing and same shall remain in effect for 3 years and may be renewed or discontinued thereafter by mutual consent, giving notice of 30 days by either side.

VII. INTELLECTUAL PROPERTY

1. It is mutually agreed between the Parties that any intellectual property created as part of these activities pursuant to this Memorandum shall be the joint property of NPC and ENVIRONMENT LABORATORY. For the avoidance of doubt, neither Party shall acquire any rights or interest in any existing intellectual property belonging to the other Party, including without limitation any intellectual property contributed by a Party to the activities contemplated herein.
2. The Parties recognize the importance of protecting and respecting intellectual property rights and of making publicly available the materials used for, or resulting from, the collaborative activities conducted under the framework established by this Memorandum. The Parties retain any intellectual property rights in all materials developed and produced by it, its staff or consultants, consistent with their respective policies on ownership of intellectual property rights. Each Party permits the use by the other Party of its publicly available materials with proper attribution to the Party owning said materials, consistent with its policies on promoting the widest public dissemination and use of knowledge products.
3. The Parties shall agree in writing on the ownership of any intellectual property rights that may arise in any work to be created by the collaborative activities to be undertaken pursuant to this Memorandum and/or at the time of agreeing on the Activity Agreement for any activities undertaken thereunder.

VIII. DISPUTE RESOLUTION & CONFIDENTIALITY

Any dispute aside due to misunderstanding in relation to terms and conditions of MoU to be resolved amicably by the executants of the MoU without resorting to the court of law and / or by Head of both parties. The decision of settlement of disputes arrived at shall be final and binding on both the parties during the validity of the MoU.

The language to be applied during all phases and to all elements of arbitration will be English.

IX. FORCE MAJEURE

Neither party shall be made responsible for an unexpected or uncontrollable event.

The parties herein have agreed and signed this document on this …….. day of February, 2021 as under as per above clauses.

FOR AND ON BEHALF OF FICCI FOR AND ON BEHALF OF NPC

|  |  |
| --- | --- |
|  |  |
| Name | Name Shri Shailesh Srivastava |
| Designation  | Designation Secretary, National Productivity Council |
| Date | Date |

Witness Witness

1. (1)

(2) (2)