

കേരളം കേരള KERALA

CM 228187

**CONSULTANCY SERVICE AGREEMENT FOR THE DESIGN AND IMPLEMENTATION OF
NATURE BASED WASTEWATER TREATMENT SYSTEM AT GOVERNMENT HIGHER
SECONDARY SCHOOL ELAMAKKARA**

**for "Sustainable Neighbourhood" project under the Morgenstadt Global Smart Cities
Initiative (MGI) for Kochi.**

This consultancy agreement (hereinafter referred as "agreement") is entered on this 20th day of October 2022 by and between;

Centre for Heritage Environment and Development (c-hed), 31/4040 A, Corporation c-hed Building, Kacheripady, Ernakulam (District), Kochi - 682 018, Kerala, an institution functioning as the research and development wing of the Kochi Municipal Corporation, in the fields of Urban Development and Governance, Environment, Tourism, Culture and

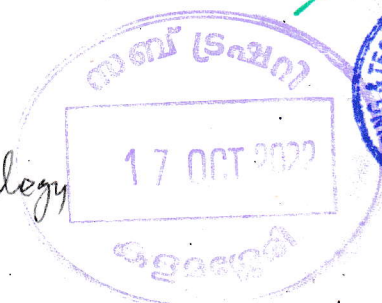


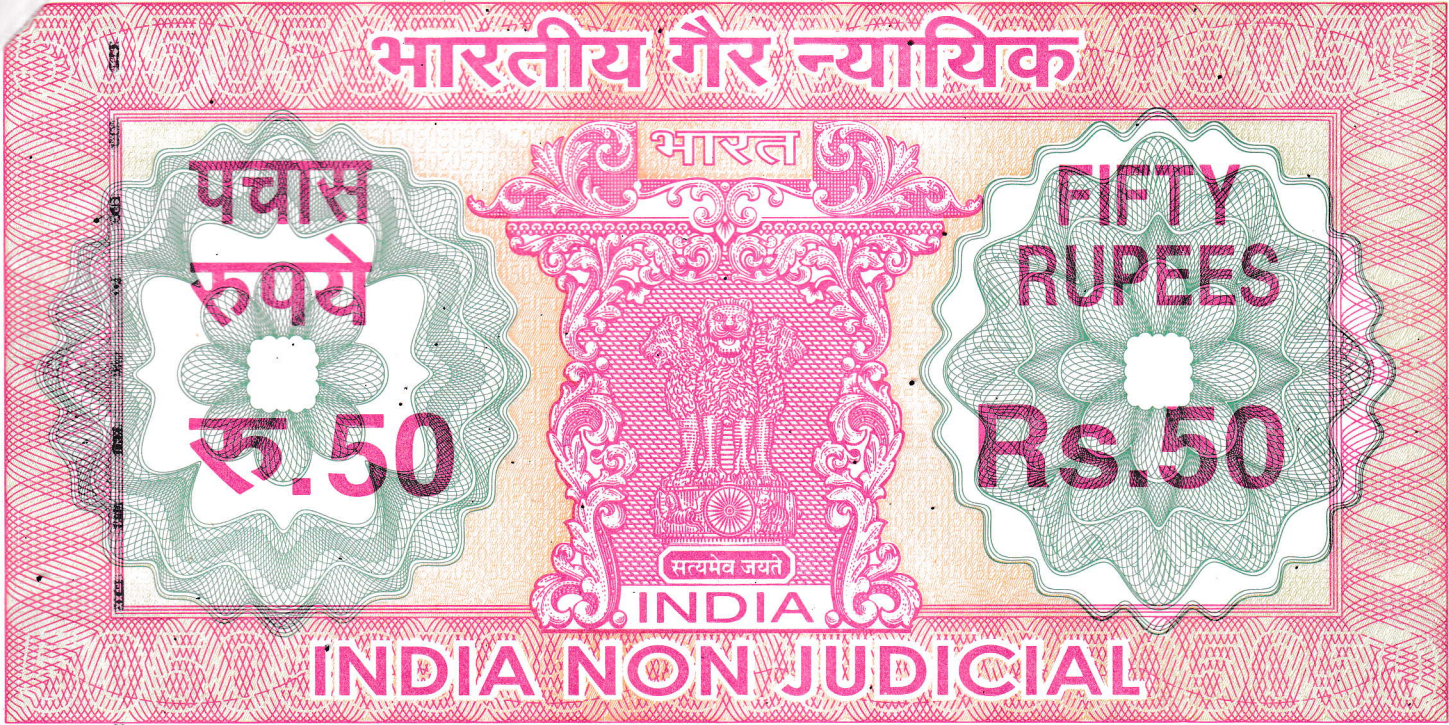
Secretary
Centre for Heritage, Environment
and Development (C hed)
Cochin - 18

Dr Anitha C Pillai Principal

S.M.S School of Engineering & Technology

Kannambetty
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Heritage, sanctioned by the Government of Kerala and established in the year 2002 by the city administration (hereinafter referred as "c-hed" which the expression shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns) represented by Dr. Rajan Chedambath, Secretary of c-hed, on the FIRST PART

AND

SCMS School of Engineering & Technology, Vidya Nagar, Palissery, Karukutty Ernakulam, Kerala 683576, an institution which was established in 2001 by the SCMS Group of Educational Institutions to provide quality professional education in engineering & technology and affiliated to AICTE, Delhi and APJ Abdul Kalam Technological University (hereinafter referred as "Consultant", which the expression shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns) represented by Prof. (Dr.) Anitha G Pillai, Principal, SCMS School of Engineering & Technology, on the SECOND PART



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Dr. Anitha G Pillai, Principal

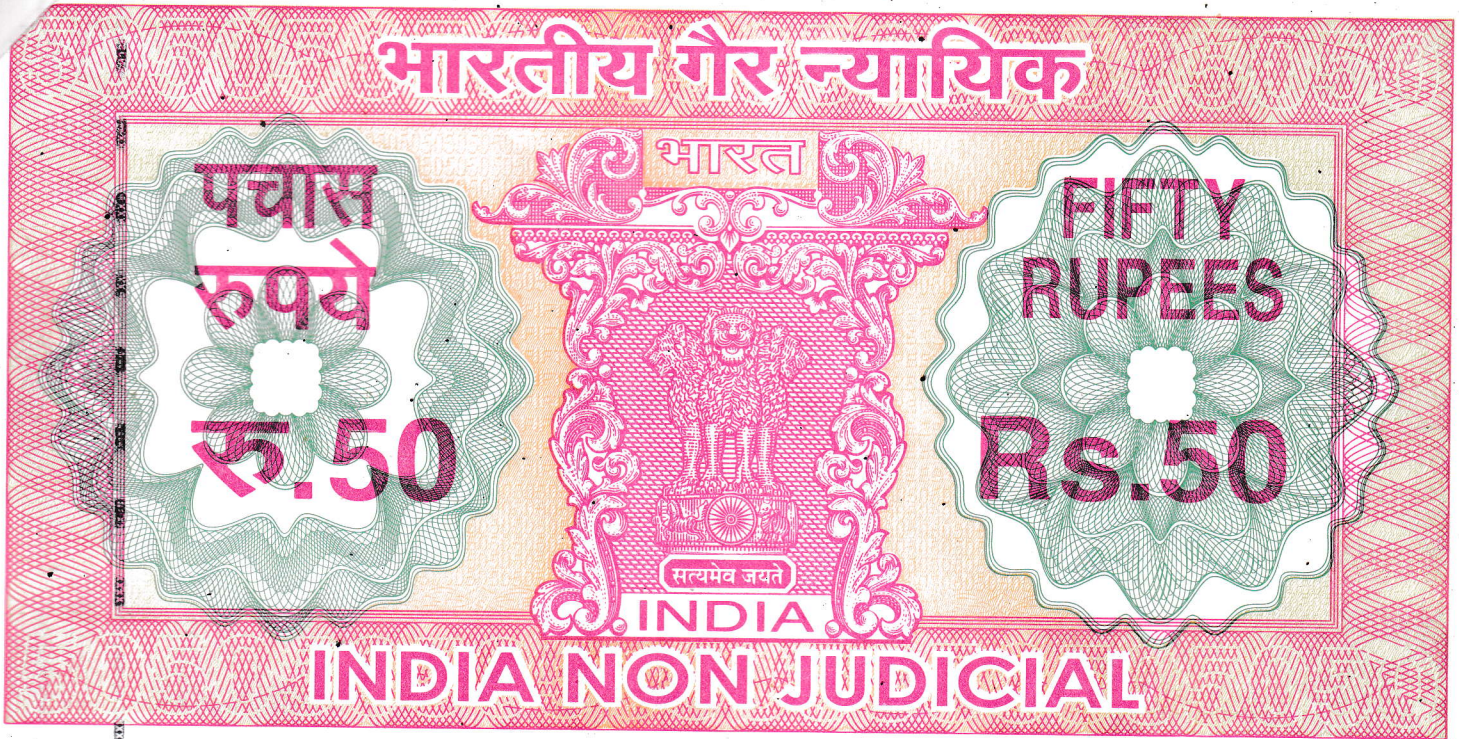
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For the purpose of this agreement both c-hed and the Consultant are collectively called "Parties" and individually as "Party".

Whereas –

- c-hed wants to implement a nature based wastewater treatment facility at Govt. Higher Secondary School, Elamakkara under the Morgenstadt Global Smart Cities Initiative (MGI) for Kochi (hereinafter referred as "Project").
- CONSULTANT wishes to offer consultancy services to c-hed for implementing the Project, and c-hed agrees to pay total sum of Rs. 10,00,000/- (Rupees Ten Lakhs Only) against the consultancy fees, inclusive of all taxes for the proposed services to be rendered by the Consultant. The payment shall be made after deducting the necessary taxes from the total amount.



[Signature]
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Centre for Heritage, Environment
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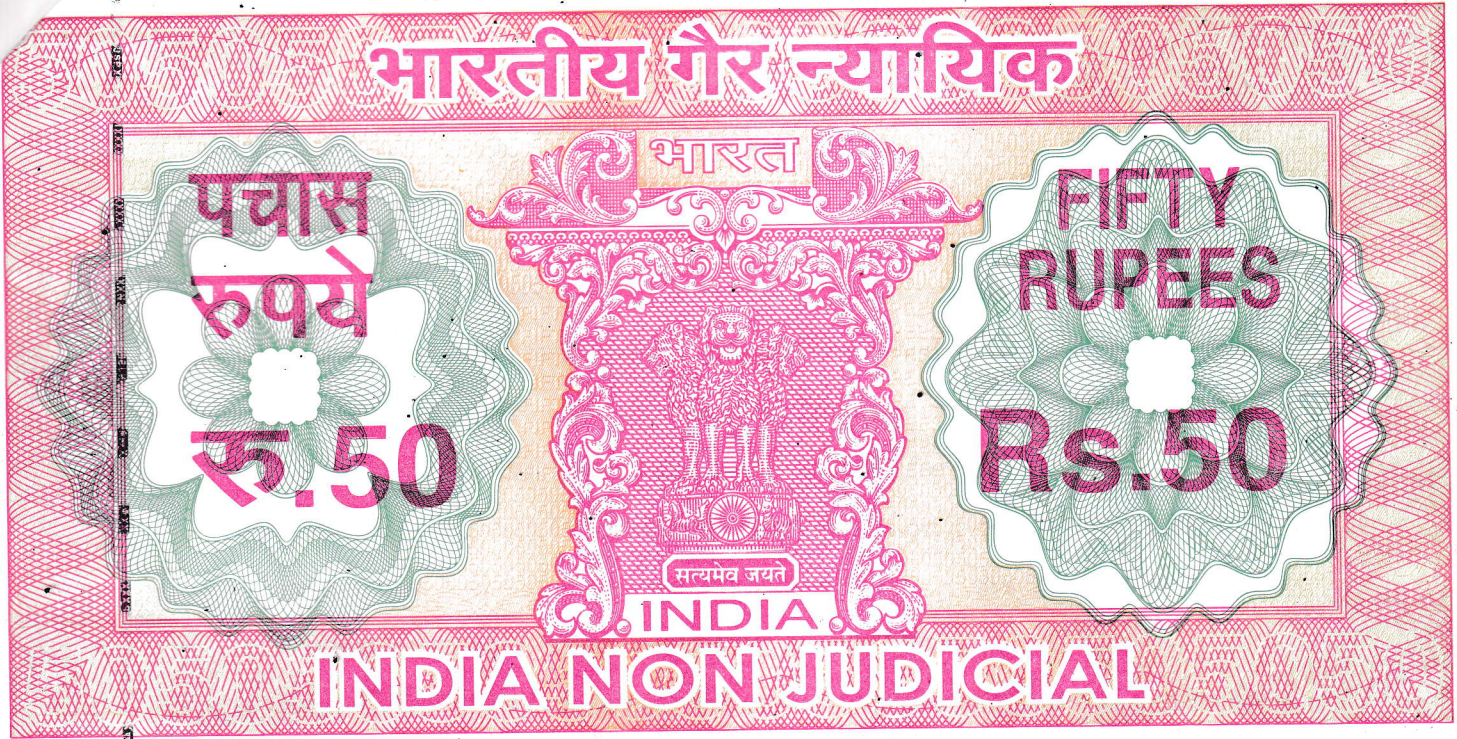
Dr. Anitha A. Pillai, Principal

SCMS School of Engineering & Technology
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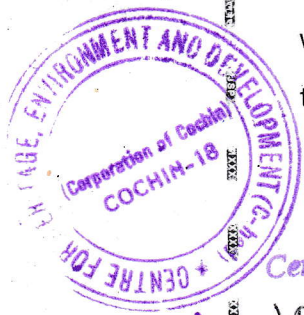
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c. NOW THEREFORE, in compliance with the discussions and negotiations held, the Parties hereto has agreed to reduce their understanding into writing.

NOW THIS AGREEMENT WITNESSTH HEREIN AS FOLLOWS

1. **Words and Expressions:** In this agreement, all the words and expressions shall have the same meanings as are respectively assigned to them in the conditions of this agreement.
2. **Tenure:** This agreement shall be deemed to have been commenced from date of signing the agreement and will be valid till June 30, 2023. The implementation phase of the pilot model shall be completed within January 20, 2023. The period after this will be for monitoring and study of the pilot model of nature based wastewater treatment.



[Signature]

Secretary
Centre for Heritage, Environment
and Development (C-hed)

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Dr. Anitha G. Pillai

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[Signature]



3. **Scope of Work:**

- a. CONSULTANT shall act as a knowledge partner for the "Nature Based Wastewater Treatment System" executed by c-hed at Govt. Higher secondary School Elamakkara for "Sustainable Neighbourhood" project under the Morgenstadt Global Smart Cities Initiative (MGI) for Kochi.
- b. Services of CONSULTANT shall be used to design the treatment system and implement and supervise the implementation of the pilot model at the mentioned location to achieve the project objectives.
- c. CONSULTANT shall undertake the monitoring and study of the system for a period as agreed upon between the partners.
- d. CONSULTANT shall support c-hed in conducting training programs for student groups at the school and support forming a student club for the sustainable neighbourhood project.

4. **Obligations of the Consultant:** CONSULTANT has agreed to perform efficiently and faithfully all Consultancy Services in connection with this agreement and in carrying out all duties and obligations imposed by this agreement. The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The CONSULTANT shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to c-hed, and shall at all times support and safeguard c-hed 's legitimate interests in any dealings with Third Parties.

5. **Obligations of CHED:** c-hed agrees, subject to the terms and conditions of the agreement, to pay the Consultant the amount specified, and at the rates and terms and in the manner set forth in this agreement.




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6. **Payment Schedule:** c-hed shall make the payment to the CONSULTANT in 4 installments as given below.
- 20% of the total consultancy fee as advance amount for design and mobilization of resources.
 - 40% of the total fee shall be released against the invoice raised by the consultant during the installation phase.
 - 20% of the total fee shall be released after completion of installation of the project.
 - 20% of the total fee after the tenure of the project.
7. **Relationship between the Parties:** Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between c-hed and the CONSULTANT. The CONSULTANT shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
8. **Termination:** Either party may terminate this agreement by giving 30 days advance notice in writing to the other party.
9. **Notice:** Any notice required or permitted to be given by either party to the other shall be deemed sufficient if sent by registered or certified mail, postage prepaid, electronic mail, fax etc. addressed by the party giving notice to the other party at the last address furnished by the other party to the party giving notice.
10. **Dispute Resolution Mechanism:** In case of any dispute or differences arising out of this agreement then the same shall be settled amicably between the parties by way of mutual discussion or negotiation.
11. **Jurisdiction of Court:** Subject to above mentioned arbitration clause, any dispute or differences arising out of this agreement shall fall under the exclusive jurisdiction of court at Ernakulum.



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12. All other terms and conditions mentioned in the other documents (if any) forming part of this agreement shall be complied with by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed their respective names as of the day and year first above written.

**For Centre for Heritage, Environment
and Development**

**For SCMS School of Engineering &
Technology**



Authorised Signatory

Authorised Signatory

Dr. Rajan Chedambath

Prof. (Dr.) Anitha G Pillai


Secretary

Principal

*Secretary
Centre for Heritage, Environment
and Development (C-hed)
Cochin - 18*



Witnesses

1. CHINNO MARY 
ENVIRONMENTAL ENGINEER
C-hed, ERNAKULAM.

2. Dr. Sunny George
Director, SCMS Water Institute,
SCMS School of Engineering & Technology
Kalukutty.

