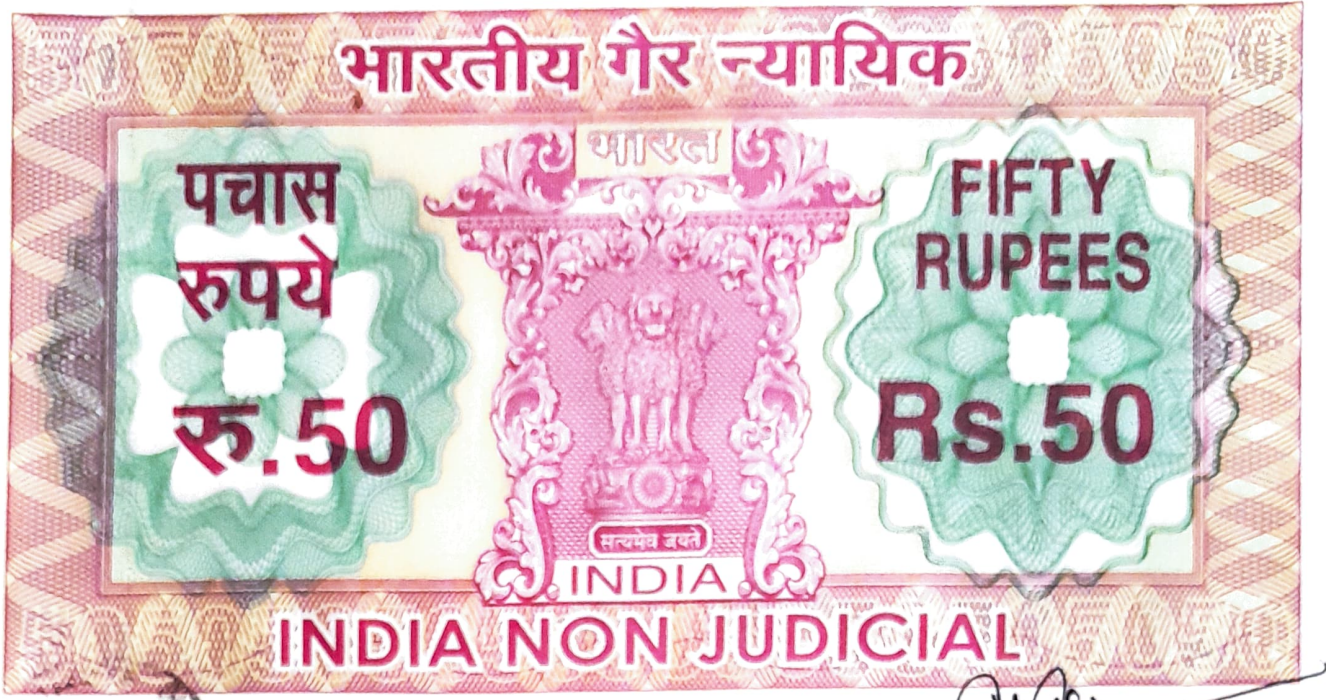




AUXILIUM COLLEGE (Autonomous)

(Accredited by NAAC with A+ Grade with a CGPA of 3.55 out of 4 in the 3rd cycle)
Gandhi Nagar, Vellore – 6.

SEWAGE TREATMENT PLANT AGREEMENT



தமிழ்நாடு மிலநாடு TAMILNADU

15/04/2021

SRM IST
Ramapuram

[Signature]
BB 218145

R. G. PALANI
STAMP VENDOR
L.No: 31/B3/2000
348 Arcot Road, Kodambakkam
Chennai - 600 024

C.1 THE AGREEMENT

C.1.1 THIS AGREEMENT made and entered into force this 19th April 2021 between M/s SRM Institute of Science and Technology, having its office at Bharathi Salai, Ramapuram, Chennai - 600089, India (hereinafter called SRMIST which expression shall where the context so admits includes its successors and permitted assigns) of the first part.

AND

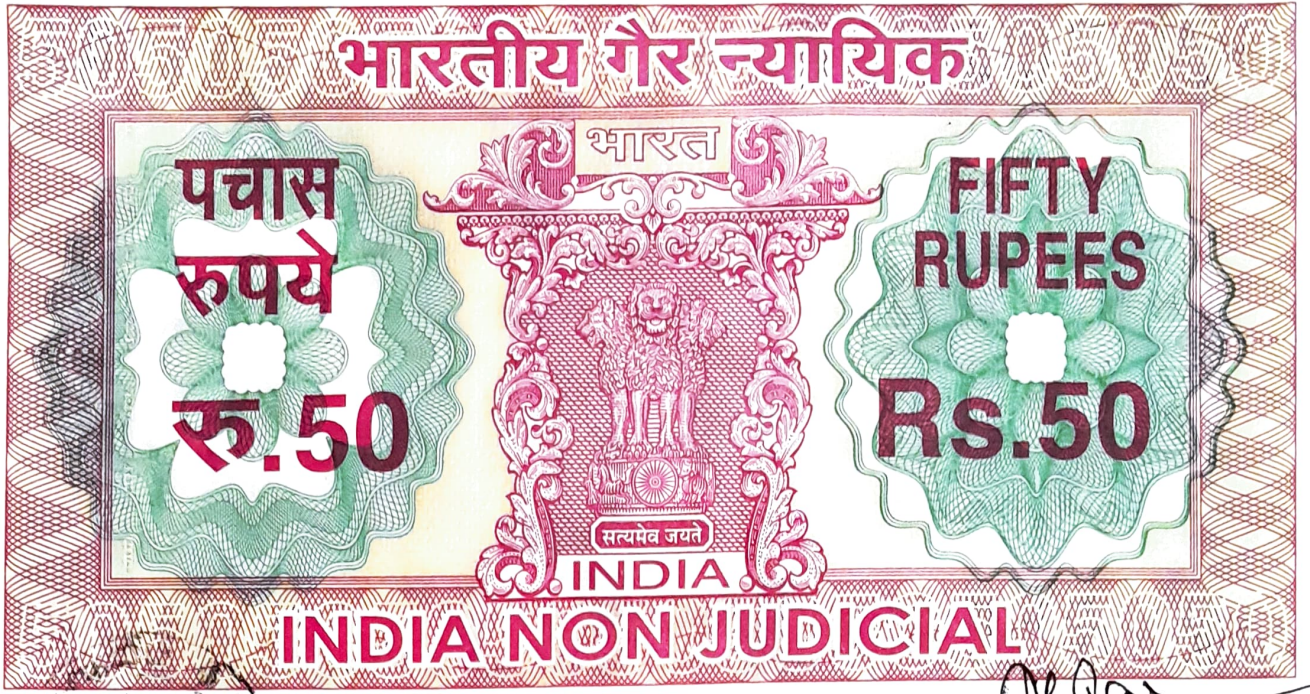
C.1.2 Auxilium college , Katpadi, Vellore Dt., Tamilnadu, India (herein after called AUXILIUM which expression shall where the context so permits, include its successors and permitted assigns) of the second part.

C.2 PREAMBLE

C.2.1 WHEREAS AUXILIUM, an educational institute engaged in teaching women students at the level of under graduate,

[Signature]

[Signature]
Sr. Nimula Lazar.



தமிழ்நாடு தமில்நாடு TAMILNADU

15/04/2021

SRM IST
Rama Puram

BB 218146

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L.No: 31/B3/2000
148 Arcot Road, Kodambakkam
Chennai - 600 024.

Post graduate , M.Phil., and Research in the field of arts and science. AUXILIUM has the capacity of 5000 students . About 1000 students are accommodated in the hostels besides about 200 staff members are also residing in the quarters. AUXILIUM generates about 300KLD of wastewater including wastewater from toilets, bathing, and kitchen.

In this connection, AUXILIUM approached SRMIST, a Deemed University having Engineering , Technology and Science departments. SRMIST has a Research division engaged in development of technologies for the management of wastes generated in Domestic and industrial sectors in India and in abroad. SRMIST has developed a novel treatment technology to treat domestic wastewater for reuse applications. The technology has been implemented in many sites.

Dr. Srinivasan Lakshmi

M. M. Srinivasan

C. 2.2 WHEREAS AUXILIUM contacted SRMIST requesting for technical expertise in establishing an effective system to treat domestic wastewater with an sewage treatment plant at the premises of AUXILIUM, Katpadi, Vellore, Vellore District, Tamilnadu, India

C. 2.3 WHEREAS AUXILIUM has accordingly evinced interest in seeking consultancy service to utilize the Sequential Oxidic and Anaerobic reactor commercially known as Baffled Bio Reactor (BBR) design (hereinafter called DESIGN) as well as the process to treat the effluent and has also shown interest in seeking consultancy on setting up of the Micoraerophiles Assisted Reactor (MAR) Fluidised Immobilized Carbon Oxidation (FICR) Technology and Chemo Autotrophic Activated Carbon Oxidation (CAACO) .

C. 2.4 WHEREAS SRMIST has immense expertise in the area and has agreed to undertake the consultancy work for AUXILIUM, as per the scope of work detailed in ANNEXURE I (hereinafter referred as the ACTIVITY)

Now therefore in consideration of the premises and mutual covenants hereinafter contained the parties hereto agree as follows:

C.3 SCOPE OF THE AGREEMENT

C. 3.1 The AGREEMENT details the terms and conditions for SRMIST undertaking the activity for AUXILIUM, the financial arrangements, rights and obligations of the parties hereto, pertaining to the ACTIVITY

C.4 FINANCIAL ARRANGEMENT

M. M. _____

S. Srinivasan
Chairman

C.4.1 In consideration of SRMIST undertaking the ACTIVITY, the AUXILIUM shall pay to SRMIST a sum of INR 3,00,000/- (Indian Rupees Three Lakhs only) plus applicable GST at the prevailing rate (presently 18%) in single installment on signing the AGREEMENT.

C.4.2 The payment shall be made in INR through electronic transfer in favour of, SRMIST, Chennai through City Union Bank, Ramapuram, Chennai, India, as per details below:

Bank &Accounts details:

Accounting holding Bank : CITY UNION BANK

Branch Address : Ramapuram Branch

Account Number & Type : 117109000032971
& Current

IFSC Code : CIUB0000517

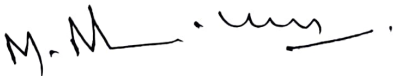
IT PAN No. : AADTS3688K

GST No. : 33AADTS3688K1ZO

C.4.3 AUXILIUM shall along with the above charges, pay all taxes including surcharges levied by Central / State Governments as applicable on the date of payment. All such Taxes / Surcharges are subject to change as per the directions of Government of India/ State Governments. AUXILIUM shall along with the above charges pay Travelling Allowance and dearness allowance to the deputed personal of SRMIST during the conduct of the project at the site.

C.5 RESPONSIBILITIES OF SRMIST

C.5.1 Auxilium College can chose appropriate implementation company /Agency for the above technology. Commissioning





and trial run is the responsibility of the implementation company / Agency and Technical support for commissioning will be provided by SRMIST

C.6 RESPONSIBILITIES OF AUXILIUM COLLEGE

- C.6.1 AUXILIUM shall ensure all the basic information / data / manuals / facilities and free access to documentation/ facilities, as and when required by SRMIST in connection with the ACTIVITY are provided.
- C.6.2 AUXILIUM shall be responsible for all procedural, legal, operational matters pertaining to the ACTIVITY.
- C.6.3 AUXILIUM shall ensure operation and maintenance of the system as per the guidelines provided by SRMIST. SRMIST shall not take any responsibility on the system due to structural defects or inadequate operation and maintenance of the system by AUXILIUM.
- C.6.4 AUXILIUM shall acknowledge the contribution of SRMIST and display the details of the technical consultancy provided by SRMIST in a prominent manner and ensure the entry of SRMIST personnel to the site of implementation of the DESIGN
- C.6.5 AUXILIUM shall provide video film and photographs of the ACTIVITY to SRMIST as documentary evidence.
- C.6.6 AUXILIUM shall provide adequate Personal/ Equipment accident insurance for SRMIST personnel and equipment

M. M. [Signature]

Sr. Simala Daxan

deployed at place(s) of work designated by AUXILIUM on jobs pertaining to the ACTIVITY

- C.6.7 AUXILIUM shall designate a Project coordinator to coordinate with SRMIST with regard to the execution of the ACTIVITY.
- C.6.8 AUXILIUM shall be responsible for commissioning the MAR, FICR and CAACO reactor with the technical assistance rendered by SRMIST.
- C.6.9 AUXILIUM shall be responsible for maintaining the MAR, FICR and CAACO Reactors.
- C.6.10 AUXILIUM shall be responsible for all other aspects/ unit operations, besides DESIGN, in connection with implementation of the Sewage Treatment Plant at AUXILIUM.

C.7 **EFFECTIVE DATE, DURATION AND TERMINATION OF AGREEMENT**

- C.7.1 The AGREEMENT shall be effective from the date of signing the agreement (referred as EFFECTIVE DATE) and shall remain in force for a period of 36 months thereafter.
- C.7.2 The period of completion of ACTIVITY could however be extended to such further period as maybe required and mutually agreed to between the parties in writing without any liability on the part of SRMIST.

M. M. [Signature]

S. Srinivasa Rao

C.7.3 During the tenure of the AGREEMENT parties hereto can terminate the AGREEMENT for violation of any of the terms and conditions of the AGREEMENT by giving one month notice in writing to the defaulting party. Failure of one party to terminate the AGREEMENT on account of breach or default by any of the others shall not constitute a waiver of that party's right to terminate this AGREEMENT.

C.8 SETTLEMENTS

C.8.1 In the event of termination of the AGREEMENT vide C.7.3 the rights and obligations of the parties hereto shall be settled by mutual discussions.

C.9 CONFIDENTIALITY

During the tenure of the AGREEMENT and for a period of 3 years thereafter, SRMIST and AUXILIUM undertake on their behalf and on behalf of their sub-contractors/employee/ representatives /associates to maintain strict confidentiality and prevent disclosure thereof, of all the information and data exchanged/ generated pertaining to work under this AGREEMENT for any purpose other than that in accordance with this AGREEMENT.

C.10 GENERAL PROVISIONS

C.10.1 SRMIST shall not be responsible for any damage to property/ plant/ material/ personnel of AUXILIUM during the course or consequent to job being taken up under this AGREEMENT.

C.10.2 The main role of SRMIST is to offer consultancy service for the implementation of the technology for the treatment of wastewater to commission the unit operations at

M. M. [Signature]

S. Srinivas Reddy

AUXILIUM.

C.10.3 This AGREEMENT shall be the sole repository of the terms and conditions agreed to herein by and among SRMIST and AUXILIUM and no amendment thereof shall take effect and be binding on either of them except as provided for in clause C.16 hereunder.

C.11 COMPLETION OF ACTIVITY

C.11.1 The ACTIVITY shall be deemed to have successfully been completed on submission of the Final Report as stated hereinbefore by SRMIST to AUXILIUM.

C.12 PUBLICATIONS

C.12.1 Publications, if any, in respect of the ACTIVITY shall be in the name of SRMIST and AUXILIUM personnel connected with the ACTIVITY. In all publications (paper, reports etc.), it will be duly acknowledged that the work has been carried out by AUXILIUM under the consultancy of SRMIST.

C.13 FORCE MAJEURE

C.13.1 No party shall be held responsible for non-fulfillment of its respective obligations under this AGREEMENT due to the exigency of one or more of the force majeure events such as but not limited to Acts of God/ war/ flood/ earthquake/ strike/ lockouts/ epidemics riots, civil commotion etc. provided on the occurrence and cessation of any such event, the party affected thereby shall give notice in writing to the other parties within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties shall then mutually discuss and decide about the future course of action.

M. M. ...

S. Nimmala Lakshmi

C.14 NOTICES

C.14.1 All notices and other communications required to be served on AUXILIUM under the terms of this AGREEMENT, shall be considered to be duly served if it shall have been delivered to, left with or posted by registered mail/ e-mail to AUXILIUM at its following address of business:

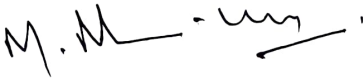
The Secretary , Auxilium college, Katpadi, Vellore, Vellore District , Tamilnadu (e-mail: secretary@auxiliumcollege.edu.in; srannalice@yahoo.com)

Similarly, any notice to be given to SRMIST shall be considered as duly served if the same shall have been delivered to or left with or posted registered mail/ e-mailed to SRMIST at its following address

The Director, SRM Group of Institutions, Bharathi Salai, Ramapuram, Chennai — 600089, India (email: director@srmrmp.edu.in), Ph: 044-30603042, 044-30603133

C.15 SETTLEMENT OF DISPUTES

C.15.1 Except as hereinbefore provided, any dispute arising out of this AGREEMENT shall be referred to the arbitration of two arbitrators, one to be appointed by SRMIST and the other by AUXILIUM and in case of difference of opinion between them to an umpire appointed by the said two arbitrators before entering on the reference, and the decision of such arbitrator or umpire, as the case may be, shall be final and binding on all the parties.





The venue of arbitration shall be Chennai and the arbitration proceedings shall take place under the Indian Arbitration and Conciliation Act, 1996. The cost of arbitration shall be equally borne by all the parties.

C.16 AMENDMENTS TO THE AGREEMENT

C.16.1 No amendment or modification of this AGREEMENT shall be valid unless the same is made in writing by all the parties or their authorized representatives and specifically stating the same to be an amendment of this AGREEMENT. The modifications/ changes shall be effective from the date on which they are made/ executed, unless otherwise agreed to.

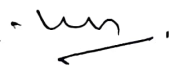
C.16.2 The AGREEMENT represents the entire understanding between the parties and supersedes any and all understandings either oral or written, entered into hitherto with respect to the subject matter of the AGREEMENT.

C.17 ASSIGNMENT OF THE AGREEMENT

C.17.1 The rights and/ or liabilities arising to any party to this AGREEMENT shall not be assigned to any third party except with the written consent of the other parties and subject to such terms and conditions as may be mutually agreed upon.

C.18 EXECUTION OF THE AGREEMENT

C.18.1 The AGREEMENT has been executed in English language which shall be binding and controlling language for all purposes of the AGREEMENT.

M. M. 

S. S. 

C.18.2 The AGREEMENT has been executed in two originals - one original each has been retained by SRMIST and AUXILIUM

SEAL OF PARTIES

In witness whereof the parties hereto have signed this AGREEMENT on the date, month and year mentioned herein before.

Parties

For and on behalf of For and on behalf of

SRMIST

AUXILIUM

M. M. 
Signature

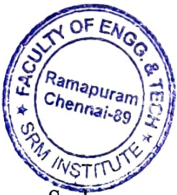
Sr. Nirmala Lazar.
Signature

Dr. M. MURALI
Name KRISHNA

Name SR. NIRMALA LAZAR

Designation

Designation CHAIRPERSON



Seal

Salesian Sisters Society
Mazzarello Convent,
United India Colony, No. 1/2, III Main Road,
5th Cross Street, P.B. 5301
Kodambakkam, Chennai - 600 024.

Seal

Witnesses (Name & Address) Witnesses (Name & Address)

1 ~~B.V.~~ 1
Dr. B. Venkataratnam
Dean - Research.

Dr. Alice K.T.
SR. ALICE K.T.

2 ~~Dr. V. Subbin~~ 2
Dr. V. Subbin
Director Bhramhni

Sr. Jaya Sankar
SR. JAYA SANKAR

Date

Date

19.04.2021

Sr. Jaya Sankar

PRINCIPAL
AUXILIUM COLLEGE (Autonomous)
Gandhi Nagar, Vellore - 632 006.
Vellore District, Tamil Nadu.