

Criteria



தமிழ்நாடு தமில்நாடு TAMILNADU

11 OCT 2023

CZ 889034



M. Elango
M.ELANGO VAN
STAMP VENDOR
 L.No: 09/2011
 KARUR - 639 004



AGREEMENT

This Agreement is entered into on this day of Twelve October Two Thousand Twenty three (12.10.2023) (hereinafter referred to as the "Effective Date") at Trichy, AIMA College of Arts & Science for Women (Affiliated to Bharthidasan University), K.Sathanur, Trichy 620 021 and represented by its Authorised Signatory (herein after referred as "AIMAN COLLEGE") this expression shall wherever the context so admits shall mean and include its successors, administrators and assigns.

AND

M/s. **GREEN INDIA RECYCLERS**, a partnership firm established and having its office at S.F.No: 26/1B Kovilpalayam Road, Sullakkal Village, Kinathukadavu Taluk, Coimbatore. Pin-642110 represented by one of its partner Mr.S.Ramkumar. (hereinafter referred to as "**GREEN INDIA**") this expression shall wherever the context so admits shall mean and include its successors, administrators and assigns.

WHEREAS the GREEN INDIA is engaged in the business of Dismantling Collection, storage Segregation, and Disposal of E-Waste of junked Computers, electrical cables and all types of Electrical and Electronic Equipments, by the way of Disposal.

For **GREEN INDIA RECYCLERS**

S. Ramkumar

WHEREAS the GREEN INDIA represents that it is registered with and authorized by Tamil Nadu Pollution Control Board and other competent authorities to conduct its business of E-Waste Disposal & Management and that they are carrying on the said business in compliance with all the applicable statutes and regulations.

WHEREAS the AIMAN COLLEGE based on the representation of the GREEN INDIA is desirous of engaging the services of GREEN INDIA to dispose the E-Waste of the AIMAN COLLEGE.

AND WHEREAS the parties herein are desirous of reducing the terms and conditions of this agreement mutually agreed to in writing:

NOW this agreement is witnessed as follows:

1. The AIMAN COLLEGE hereby agrees to provide E-waste (Scrap computers and its accessories, Electrical Cables and Wires, Ups Batteries Electrical, Electronic Components, Telecommunications and all Electrical and Electronics Related Scraps) to the GREEN INDIA for disposing off in an Environment friendly manner and as per the regulations / norms of the Tamilnadu Pollution Control Board and other applicable statutes and regulations.
2. The GREEN INDIA shall pay an amount of Rs.15.00 per Kg. (inclusive of Taxes) towards E-Waste and the GREEN INDIA shall charge an amount of Rs.120 per Kg. for Bulbs and Tube lights. GREEN INDIA, collecting from the AIMAN COLLEGE to dispose of the E-waste in an Environment friendly manner and as per applicable statutes / regulations.
3. The GREEN INDIA shall ensure to take all the necessary safety precautions while transporting the E-waste from the AIMAN COLLEGE to their premises. It shall be responsibility of the GREEN INDIA to ensure that all required forms / documents are in place while transporting E-Waste.
4. The GREEN INDIA shall responsible to notify the AIMAN COLLEGE on the requirements / documents that has to be maintained / complied by the AIMAN COLLEGE with respect to E-Waste Disposal / Management.
5. The GREEN INDIA shall ensure that E-waste lifted from the AIMAN COLLEGE shall be disposed off in an Environment friendly manner and as per the guidelines of the Pollution Control Board and Statutes / Regulations.
6. The GREEN INDIA shall provide the COLLEGE the necessary destruction certificates and other documents on collection of the E-Waste and disposing off the E-waste as per the applicable statutes and regulations, soon after every collection.

For GREEN INDIA RECYCLERS

S. Jeyaraman
Partner

7. The transportation charges will be borne by the GREEN INDIA for more than 1000 Kgs. per Collection. For less than 1000 Kgs. The AIMAN COLLEGE will arrange for the Transportation.
8. The AIMAN COLLEGE shall inform the GREEN INDIA to lift / clear the scrap materials from their premises as and when it gets accumulated, and the GREEN INDIA shall lift / clear the materials within 72 hrs of receiving the information. Information has to be sent to the GREEN INDIA through email or through any valid mode.
9. The GREEN INDIA shall be liable to ensure compliance and take care that no legal complication arises in handling the E-waste after lifting the same from AIMAN COLLEGE.
10. Execution of this Agreement will not create any partnership or joint venture between the parties and each party to this Agreement shall act as an independent contractor and not as an agent of the other, and none of the Parties shall have any authority to bind the others except to the extent specifically provided herein.
11. The parties hereto agree that they shall not assign or delegate any or all of its rights and obligations of the respective parties under this Agreement in favour of any third party without the prior consent of the other party in writing.
12. GREEN INDIA shall indemnify and shall keep indemnified and defend AIMAN COLLEGE and hold them harmless against any claim, damage, liability, cost, expense, and other loss of any kind whatsoever but not limited to personal injury or damage to property (including reasonable fees and expenses of attorneys) caused by GREEN INDIA or any of their employees, agents or sub-Contractors in connection with this Agreement.
13. In the event of any dispute or interpretation of this agreement, the parties herein shall refer the matter to Arbitration in accordance with Arbitration and Conciliation Act, 1996. The said arbitration shall be conducted by a Sole Arbitrator to be mutually appointed by the parties. The Arbitration shall be conducted at Coimbatore and in English Language.
14. This Agreement shall be in force for a period of one year from the date of this Agreement and the parties may, if they desire so, may renew the Agreement for such further period on mutually agreed terms and conditions.
15. The GREEN INDIA represents that they have a valid license to conduct the said business for the term of the Agreement.
16. The Charges of **Rs. 15000** excluding all taxes will be paid by AIMAN COLLEGE which is considered as a **recycling and disposal charges for a Period of One year.**
17. In the event any party desires to terminate this agreement they may do so by giving three months' notice to the other party. However, it shall be the obligation of the

For GREEN INDIA RECYCLERS



Partner

parties to execute / complete all pending transactions, if any as per the terms of this Agreement and same shall be completed within the period of these three months from the date of such notice.


18. Courts at Coimbatore shall have exclusive jurisdiction.

IN WITNESS WHEREOF THE PARTIES THROUGH THEIR AUTHORISED REPRESENTATIVES HAVE SET THEIR HANDS ON THE DAY, MONTH YEAR FIRST ABOVE WRITEN.

For and on behalf of the
AIMAN COLLEGE OF ARTS & SCIENCE FOR WOMEN

For and on behalf of the
GREEN INDIA RECYCLERS

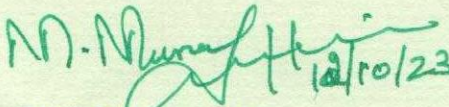

PRESIDENT
AIMAN EDUCATION & WELFARE SOCIETY
TIRUCHIRAPPALLI - 620 021.

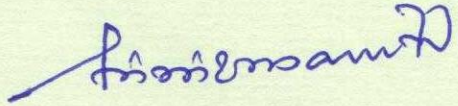
For GREEN INDIA RECYCLERS

Partner

(Sign & Stamped by Authority)

(Sign & Stamped by Authority)

WITNESS:

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PRINCIPAL (I/C)
AIMAN COLLEGE OF ARTS &
SCIENCE FOR WOMEN
TIRUCHIRAPPALLI-620 021

1. 
T N Srinivasan
NO:17, Sudarsana Avenue
COIMBATORE - 641006

