



18.5.2823

CAUVERY COLLEGE FOR WOMEN AUTONOMOUS TRICHY

02AC 649054 PUTHUR, TRICHY 11. L.No. 15352/92

AGREEMENT

THIS AGREEMENT is entered at Tiruchirappalli on this day ---- day of April 2023 by and between (i) M / S Tritech Systems, having its registered office at S. F. No. 165, Porur Village Ambathur Taluk, Thiruvallur District Chennai 600116 and represented by its proprietor, Mr. A. Mohammad Abdulla, herein after called as Tritech (which shall, where were the context so admits, include its legal representatives, successors and assigns) on the one part; and (ii) Cauvery College for Women (Autonomous) (herein after referred to as "CCW"). one of India's foremost institution, established in 1984 at Annamalai Nagar, Tiruchirappalli - 620 018 and represented by its Principal (which shall, whereever the context so admits, include its legal representatives, successors and assigns) of the other part (herein after collectively referred to as the "Parties" and individually as a party)

MOHAMMAD ABDULLA A

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WHEREAS

Certain Scrab Materials of e - waste or generated in the Campus of CCW and to be disposed of for recycling as per the applicable rules and whereas Tritech has approached CCW and offered to purchase such e - waste Scrab Materials for recycling and accordingly furnished quotation therefore.

AND WHEREAS Tritech as represented that it has obtained necessary clearance / permission from the TamilNadu pollution control Board, Chennai – 32 in accordance with the applicable statutory rules and regulation for the above said purpose;

AND WHEREAS **CCW** has accepted the said offer and both the parties have decided to enter in to on agreement incorporating necessary term and condition governing the said transaction;

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENTS AND PREMISES CONTAINED HEREIN, THE PARTIES HERETO ENTER IN TO THIS AGREEMENT AND AGREE THE FOLLOWING:

- 1. Purchase and collection of e wastes:
- 1.1 Tritech agrees to purchase from **CCW** and **CCW** agrees to sell, 'e waste material' as may accumulate, from time to time, in its campus at Annamalai Nagar, Tiruchirappalli 620 018 to Tritech during term of this agreement at the rates specified in the Annexure hereto.
- 1.2 The rate of prices mentioned in the annexure shall remain fixed throughout the term this agreement unless the parties agree in writing for any increased rate of price.
- 1.3 **CCW** will inform Tritech of the dates on which the 'e waste material' can be collected from **CCW** campus and Tritech will make its own arrangements to collect the said 'e waste material' from **CCW** campus on the said date or dates and in any case, atleast in once in three months, irrespective of the quantity accumulated.



- 2. Determination of weight, pricing and making payments:
- 2.1 Tritech shall arrange, at its expenses, to measure the weight of 'e waste materials' on CCW campus on a 'certified scale'.
- 2.2 CCW will take in to account only weight of the 'e waste materials', i.e., after deducting the weight of the packing materials or the containers and raise invoice against Tritech at the agreed rates.
- 2.3 Tritech shall effect payment to **CCW** on the basis of such invoices issued to Tritech, before transporting the 'e waste material' from campus of **CCW**.
 - 3. Compliance with applicable rules:
- 3.1 Tritech assures **CCW** and undertakes that it shall strictly comply with all statutory rules, regulations or orders that are applicable in relation to collection, storage, segregation and disposal of 'e waste materials' for recycling and that Tritech shall be solely responsible therefore.
- 3.2 Tritech agrees to carry out the instructions / advice given by **CCW** in regard to method of collection / removal of the 'e waste materials' from **CCW** campus.
- 3.3 **CCW** reserves its rights to depute, wherever it is deemed necessary, its nominee to Tritech's site / storage facility to witness the destruction process of the 'e waste materials' collected from **CCW** campus by Tritech. Tritech shall provide all assistance and cooperation for such visit of **CCW** nominated nominee to the site / storage facility of Tritech.
- 3.4 Tritech will, after processing each batch of 'e waste materials' collected from CCW campus, generate and provide a 'Green Certificate' to CCW for audit purpose.

MOHAMMAD ABDULLA A

- Liability and Indemnification :
- Tritech hereby undertakes that it will handle the entire E Waste materials collected or removed from CCW campus, in strict accordance with all applicable statutory requirements including the provisions of e waste (Management and Handling) rules, 2011, in relation to collection, transportation, storage, treatment and disposal of the said e waste materials for recycling. In the event of any violation of any applicable statutory rules, regulations or order, by or on the part of Tritech or its employees or any other person(s) deputed by Tritech in this regard and involved in the said process, Tritech shall be solely liable thereto including meeting all consequences thereof.
- 4.2 Tritech here by agrees to indemnify **CCW** from any and all claims, actions or proceedings that may arise, or result in, costs, damages or penalties, with regard to collection, transportation, Treatment, storage and disposal of the materials taken out from **CCW** campus by Tritech for recycling.
 - 5 Term and Termination:
- 5.1 This agreement shall be in force for a period of 5 years from the date of its execution unless terminated earlier as provided herein.
- 5.2 This agreement may be terminated by either party hereto by issuing a notice of thirty days, in writing, to the other party without assigning any reason there for.
- 5.3 In the event of any such pre mature Termination, each of the party hereto shall be entitled to such privileges and rights as might have accrued to it under the terms and conditions of this agreement up to the date of such termination.

6. Entire Agreement:

This Agreement contains the entire understanding and agreement between the parties hereto and that supersedes all prior understanding and agreements whether oral or written, if any

No modification or amendments to this agreement shall be binding unless agreed by the parties hereto, in writing

MOHAMMAD ABDULLA A

Page 4 of 6



IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT BY THEIR DULY AUTHORIZED REPRESENTATIVES ON THE DATE ABOVE SET FOURTH

WITNESSESS

For and on behalf of Tritech

Signature:

1.

Principál Cauvery College For Women

(Autonomous)
Annamalai Nagar,

Tiruchirappalli - \$20 018.
Tamiinadu.

For and on behalf of

Cauvery College for Women

2.

CONTROLLER OF EXAMINATIONS
CAUVERY COLLEGE FOR WOMEN
(AUTONOMOUS)

CAMALAI NAGAR, GRAPFALLI - 620 018, TAMILNADU.

For and on behalf of Cauvery College for Women For TRITECH SYSTEMS

Proprietor

Name: MOHAMMAD ABDULLA A

Position: Proprietor

Annexure

Rate of price for e - waste materials

S. No.	Description of waste	Source of generation	Classification as per e – waste rule 2011	Quantity generated in Tonnes/year	Purchase price INR/Kg
1.	E – waste (Information and telecommunication equipment)	Generated from the administration maintenance and house keeping	Category – 1, schedule 1, (rules 2 (1) 3 (J) and (k))	5 tonnes per year	INR *5.00
2.	Consumer electrical and electronics	Generated from the administration maintenance and house keeping	Category – 2, schedule 1, (rules 2 (1) 3 (J) and (k))	5 tonnes per year	INR *5.00

*Note

- 1. The prices mentioned above are ex
- 2. Inclusive of all applicable taxes i.e., VAT, EXCISE DUTY, OCTROI etc.,
- 3. In respect of items other than that are mentioned above, the rates will vary depending on the nature of e waste materials.
- 4. All the toner Cartridges will be excluded.

Proprietor

MOHAMMAD ABDULLA A

Page 6 of 6