



RAMKY ENVIRO ENGINEERS LTD

(Unit: Punjab Waste Management Project)

Opp. M/s. Vardhman Chemtech Ltd.

Village : Nimbua, P.O. : Rampur sainia

Teh. : Derabassi, Distt. : Mohali (Punjab)

Pin- 140507

Mob. No. 9781034120, 9781034566,

9781034433, 9781124224

E-mail:- mbdpwmp@ramky.com

Ramky Enviro Engineers Ltd./E-Waste/2019-20/E-126

23th October, 2019

Baba Banda Singh Bahadur Engineering College
Fatehgarh Sahib-140407

Subject: - Membership & Agreement for purchase of E-Waste (Membership No.126)

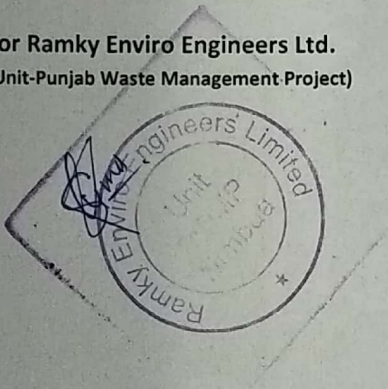
Dear Sir,

Please refer to your request for Membership & Agreement for purchase of E-Waste; we are pleased to assign you the membership Number 126. The copy of the signed agreement has been attached here with .

Thanking you,

Yours Sincerely

For Ramky Enviro Engineers Ltd.
(Unit-Punjab Waste Management Project)



Towards sustainable growth

Certified by

bsi.



ISO 9001:2015 | ISO 14001:2015 | OHSAS 18001:2007 | NABL Accredited
C. No. FS 570487 | C. No. EMS 570497 | C. No. OHS 570500 | TC-5677

Corporate Office :

RAMKY ENVIRO ENGINEERS LTD.

13th Floor, Ramky Grandiose, Ramky Tower Complex,
Gachibowli, Hyderabad - 500 32, Telangana (INDIA)

Tel.: 040-2301 5000 (40 Lines) Fax: 040-4442 2008 Website: www.ramky.com

CIN : U74140AP1994PLC01883



ਪੰਜਾਬ ਪੰਜਾਬ PUNJAB

AF 945159

AGREEMENT FOR PURCHASE OF E-WASTE

This Agreement for Purchase of E-Waste (Agreement) is entered into on this 27th day of September of the year Two thousand and Nineteen by and amongst-

RAMKY ENVIRO ENGINEERS LIMITED (CIN- U74140TG1994PLC018833) having its Registered office at Ramky Grandiose - Floor 13, Ramky Towers Complex, Gachibowli, Hyderabad - 500032 and Project Office at Village Nimbua, Teh- Derabassi, Distt. Mohali, Punjab, (herein after referred as "Ramky" which expression shall unless contrary to the context or meaning thereof, mean and include its successors and permitted assigns) represented by Sh. Sandeep Himalayan duly authorized vide Board of Directors Resolution dated 03 September, 2014.

AND

Major General (Dr.) GS Lamba, VSM having its Registered Office/ Principal Office at Baba Banda Singh Bahadur Engineering College, Fatehgarh Sahib -140407 (herein after referred to as the "the Generator", which expression shall unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) represented by **Major General (Dr.) GS Lamba, VSM**, duly authorized Letter No. Trust/2018-19/2223 dated 04/01/2019 or proprietor of the firm.

WHEREAS;

- Ramky is operating a facility for the collection, transportation, dismantling, refurbishing and disposal of e-waste at Village Nimbua, Teh- Derabassi, Distt. Mohali, Punjab authorised by Punjab Pollution Control Board.
- The Generator in compliance of the E-Waste Management & Handling Rules, 2016, desires to

avail the services of Ramky for disposal of their segregated E-Waste, more fully detailed hereinafter under this Agreement.

- C. The Generator has approached Ramky and desires to appoint Ramky for the purpose of collection and disposal of its segregated E-Waste and the same has been accepted by Ramky in accordance with the terms of this Agreement.

NOW THIS AGREEMENT witnesses as follows;

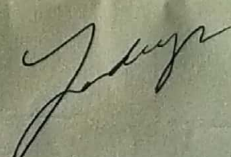
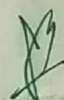
I. DEFINITIONS AND INTERPRETATION

1. Electronic Waste (E-Waste) - The term E-Waste will refer to the below mentioned electrical and electronic waste for the purpose of this Agreement which includes;

- a) Computers & Peripherals (CPU, Keyboard, Mouse& Monitor)
- b) Laptops
- c) Servers
- d) PCBs
- e) Mobiles or Communication devices
- f) Mother Boards (Computers & Laptops)
- g) Security Devices
- h) Telecom Equipment
- i) Printers & Scanners
- j) Military Electronic
- k) Control Systems
- l) Data cables & wires
- m) Batteries
- n) CD/DVD

2. In this Agreement, unless the subject or context otherwise requires:


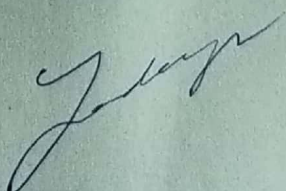
- a. Reference to the singular number shall include references to the plural number and vice-versa;
- b. References to a "person" shall include references to natural persons, partnership firms, companies, bodies corporate and associations, whether incorporated or not or any other organization or entity including any governmental or political sub-division, ministry, department or agency thereof;
- c. References to recitals, clauses and schedules are to recitals, clauses and schedules to this Agreement;
- d. Any reference herein to a statutory provision shall include such provision, as is in force for the time being and as from time to time, amended or re-enacted in so far as such amendment or re-enactment is capable of applying to any transactions covered by this Agreement.



- e. Clause headings used herein are only for ease of reference and shall not affect the interpretation of this Agreement.
- 3. The Schedules & Annexure shall form an integral part of this Agreement.
- 4. All capitalized terms used in this agreement shall have the meaning specifically defined in this Agreement shall, unless inconsistent with the context under this Agreement.

II. SCOPE OF THE AGREEMENT

1. Ramky shall collect, transport, and dispose the E-Waste collected from the premises of the Generator. It shall be the responsibility of Ramky to demagnetize the hard disks before disposing them off in accordance with the terms of the contract. If the hard disks come along with the CPU the activity would be taken care by Ramky at free of cost. However, in case of an exclusive consignment of hard disks for demagnetization by the Generator. It shall be chargeable in accordance with the terms of the contract.
2. The Generator shall segregate the E-Waste at one designated place within the premises from where the representatives of Ramky shall collect the E-Waste. All the segregated E-Waste shall be stored in the appropriate bins and/or container as prescribed under the applicable law and Ramky shall not be liable for any damage caused due to in appropriate storage of E-Waste at the premises by the Generator.
3. Upon intimation from the Generator, Ramky shall within 15 days there from, arrange for collection of E-Waste as per the applicable provisions. The Generator shall issue delivery challan before collection of the E-Waste from the designated place by Ramky.
4. The E-Waste collected shall be weighed by the Parties at the nearest weighment center available as identified by the Parties. The weighment of the E-Waste shall be done in the presence of the representatives of both the Parties and both the Parties shall acknowledge such weighment slip generated. In case of any discrepancy in the weighment as per delivery challan and the weighment slip, the details as per weighment slip shall be considered for payment by Ramky.
5. The Generator liability shall cease once the E-Waste has been collected by Ramky from its premises except for any non-disclosure of any material information known to the Generator with regard to E-Waste from Ramky during the handover of such E- Waste. It is specifically agreed and understood that compliances of applicable law



during transportation and disposal of E-Waste shall be exclusive responsibility of the Ramky.

6. Ramky shall, issue a safe destruction certificate as prescribed under applicable laws within fifteen (15) days from receipt of such request.

III. PAYMENTS

1. Ramky shall pay an amount of Rs.(as per agreed T&C)
2. The payment shall be made by Ramky within thirty (30) days of the collection of E- Waste in the form of an electronic transfer/ cheque. Ramky may withhold any payment in case of any dispute regarding the weighment of E-Waste and any such withholding of payment shall under this clause shall not be considered as a material breach of this Agreement.

IV. TERM AND TERMINATION

1. This Agreement shall be in force for a period of 3 years from the date of signing of this Agreement. Upon completion of the term, the Agreement may be renewed at the option of both the Parties in writing on mutually agreed terms and conditions.
2. The Agreement may be terminated by either party without assigning any reason, by giving fifteen (15) days prior written notice to the other Party.

V. COMPLIANCE WITH LAWS

1. Ramky represents and warrants to the Generator that it has all necessary statutory permissions, consents, approvals and licenses to carry out business of collection, transportation, storage, management and disposal of E-Waste and it shall maintain all such permissions, consents, approvals and licenses during the term of this Agreement. .
2. Ramky further agrees that:
 - i. It shall exercise all safety precaution and best management practices, required by law, in providing service under this Agreement;
 - ii. It shall notify the Generator immediately if any permit, licenses, certificate, consent approval or identification number required for the performance of its service under this Agreement has been revoked, modified, expired, suspended or not been renewed;
 - iii. Ramky shall comply with all applicable laws, rules and regulations and shall indemnify and hold the Generator harmless in this regard;

VI. ENVIRONMENTAL AND SAFETY AUDITS

1. Ramky agrees and acknowledges that the Generator or its authorized agent shall have the right to perform environmental and safety audit at any site at which Ramky is conducting E-Waste management services for the purpose of verifying environmental and safety procedures followed by Ramky.
2. Ramky shall also cooperate with the Generator, in the event any statutory agency conducts any audit or inspection to check the Generator's procurement, disposal and management of E-Waste by providing necessary reports, documents, certificates and other relevant information upon giving reasonable notice in advance of any such audits.

VII. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary mentioned in this Agreement, in no event shall Parties be liable for any special, indirect, incidental or consequential damage, including but not limited to loss of sales, business or data, lost profits or loss of use or other equipment or goodwill, incurred by any Party or any direct or indirect loss or damage.

VIII. DISPUTE RESOLUTION

1. This Agreement shall be governed and construed in accordance with the laws of India.
2. Any dispute or breach arising out of or in relation to this Agreement shall be referred to arbitration to be conducted by a sole arbitrator mutually appointed by the parties herein, in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Hyderabad and the proceedings shall be conducted in English. The decision of the arbitration shall be final and binding on both the Parties. No Party shall make public the award of the arbitration without the prior written consent of the other Party. The Party in default shall bear the cost of arbitration.
3. Subject to the arbitration provisions herein, courts of competent jurisdiction in Hyderabad shall have the exclusive jurisdiction on the matters arising out of or in connection with this Agreement. No Party shall be restrained from approaching the court for seeking interim relief under this Agreement.

IX. Execution of this Agreement shall be deemed to be

1. A confirmation by both the Parties that no benefit, either in cash or kind has been provided by either Party to the other Party or to any officer or employee, or any relative/associate of any officer or employee of either Party or of any of their associate institutions/companies in order to enter into this Agreement;

2. An undertaking by both the Parties not to provide any benefit, either in cash or kind to any officer/employee/relative/associate of any officer or employee of either Party as reward or consideration either for entering into this Agreement or other matter relating to this Agreement.

X. MISCELLANEOUS

1. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations here under, if such delay or failure is due to reasons beyond the control of the concerned party due to any Force Majeure event which shall include but not limited to, strikes, riots, wars, fires, epidemics, quarantine restrictions, unusually severe weather, earth quakes, explosions, acts of God or state or any public enemy or acts mandated by applicable laws, regulation or order of any Governmental body. The Party affected by such Force Majeure event shall immediately notify the other Party who shall have the right to terminate the Agreement with immediate effect upon giving a written notice if such Force Majeure event continues for more than sixty (60) days.
2. Confidentiality: The existence and all terms and conditions of this Agreement are confidential to the Parties, and shall not be disclosed to any third party without the other party's prior written consent, save and except to their respective officers, employees or as required by law on a need to know basis. The confidentiality obligation under this Agreement shall exist during the term of this Agreement and for a period of three (3) years from the expiry of this Agreement.
3. Notice: Any notice or other communication under or in connection with this agreement shall be in writing in the English language and shall be delivered personally or delivered to the party due to receive the notice or communication at its address set out below or such other address as either party may specify by notice in writing to other from time to time.
4. Amendment & Modification: Amendments and modifications to this Agreement shall be valid only if made in writing and signed by the Parties.
5. No Representation: Nothing in this Agreement shall authorize any Party to engage in transactions in the name of the other Party or in any activities, which may create a liability on such other Party.
6. No Assignment: Parties shall not assign or transfer this Agreement or any Order or any parts of its rights and obligations hereunder to any person or corporation without the prior written consent of the other Party.
7. No Waiver: No failure to exercise, nor any delay in exercising, on the part of either Party, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.
8. Headings: The headings of the Clauses of this Agreement are for convenience only

and shall have no effect in the interpretation of this Agreement.

9. Entire Agreement: This Agreement and the Order(s) constitute the entire agreement between the Parties.
10. Duplicate Agreements: This Agreement has been signed in two counterparts, each of which shall be deemed as an original but both of which together shall constitute one and the same instrument.

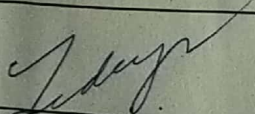
SCHEDULE-I

Production units of the Generator

S.N	Name of the Unit	Address, Contact Numbers and e mail - id	Name/ Designation of the Occupier	Name/Designation of the dealing Person
1	Baba Banda Singh Bahadur Engineering College, Fatehgarh Sahib (Punjab)	Mobile : 98550-87778 E-mail: hod_cse@bbsbec.ac.in	Dr. Kanwalvir Singh Dhindsa Professor & Head	Dr. Kanwalvir Singh Dhindsa Professor & Head
2	Baba Banda Singh Bahadur Engineering College, Fatehgarh Sahib (Punjab)	Mobile : 84279-50075 E-mail: gagy.sng@gmail.com	Prof. Gagandeep Singh Assistant Professor	Prof. Gagandeep Singh Assistant Professor
3	Baba Banda Singh Bahadur Engineering College, Fatehgarh Sahib (Punjab)	Mobile : 98154-73226 E-mail: rakhjinder.singh@bbsbec.ac.in	Prof. Rakhjinder Singh Assistant Professor	Prof. Rakhjinder Singh Assistant Professor
4	Baba Banda Singh Bahadur Engineering College, Fatehgarh Sahib (Punjab)	Mobile : 95016-46688 E-mail: supdt.accounts@bbsbec.ac.in	S. Nirmal Singh Superintendent Account	S. Nirmal Singh Superintendent Account
5	Baba Banda Singh Bahadur Engineering College, Fatehgarh Sahib (Punjab)	Mobile : 98148-28271 E-mail: surinder.singh@bbsbec.ac.in	S. Surinder Singh J.E (Const. & Mtc.)	S. Surinder Singh J.E (Const. & Mtc.)

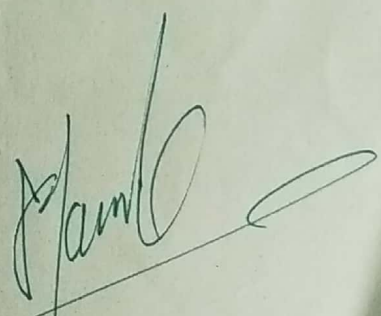
IN WITNESS WHEREOF, this Agreement has been signed by the duly authorized representatives of each Party hereto.

For Ramky Enviro Engineers Limited


Mr. Sandeep Himalayan
PROJECT HEAD (NIMBUA)

Date:

For


Major General (Dr.) GS Lamba, VSM
Principal
BBSB Engineering College, Fatehgarh Sahib (PB)

Date:

27 Sep 19.