



# INDIA NON JUDICIAL

পশ্চিমবঞ্জী पश्चिम बंगाल WEST BENGAL

50AB 333236

### SERVICE AGREEMENT FOR E-WASTE MANAGEMENT

The Agreement is entered into at Kolkata on this 19.02.2022.

#### By and Between

Hulladek Recycling Private Limited, a company incorporated under the Companies Act 2013 having its registered office at 4, D.L. Khan Road, Flat No. B-401, 4<sup>th</sup> Floor, Kolkata-700025, West Bengal, India thereinafter referred to as First Party which expression shall unless contrary to and or repugnant to the context mean and include its successors representative and permitted assigns through Mr. Nandan Mall to enter into and sign this Agreement for and on behalf of the First Party.

#### AND

Midnapore College (Autonomous) having its registered office at Rajabazer (Near Head Post Office, Midnapore, Paschim Medinipur West Bengal 721101 thereinafter referred to as Second Party which expression shall unless contrary to and or repugnant to the context mean and include its successors representative and permitted assigns through Dr. Gopal Chandra Berato enter into and sign this Agreement for and on behalf of the Second Party.

- A.) First Party is a registered Producer Responsibility Organization (PRO) vide the Registration No. <u>B-29016(12)/ (PRO)/18/WM-III Division</u> dated <u>12.11.2018</u> valid up to <u>12.11.2023</u> and is authorized to undertake activities prescribed for Producer Responsibility Organizations.
- B.) The Second Party in compliance of E-Waste Management Rules, 2016 desires to have services for management of their Electronic Waste except liquid waste.





## Now, this Agreement witnesses the following terms & conditions to be performed by both the parties to the Agreement.

- The First Party has agreed to pick up, transport, carry and recycle/dispose of the E-Waste from the second party as per the norms prescribed by the Government Authorities from time to time.
- The First Party has agreed to make available Utilization Certificate confirming that E-Waste provided by the Second party to the First Party has been recycled/ disposed of as per the norms prescribed by the Government Authorities within 60 days of the pick up the E-Waste.
  - The second party will sign required documents to acknowledge that E-Waste has been handed over to the First Party.
- This agreement will be in force for a period of <u>Three (03) years</u> (19.02.2022 18.02.2025) from the date of execution of this Agreement and can be renewed at the end of every period by mutual consent.
- The second party is expected to generate minimum 1000kgs of E-Waste annually during each contractual term.
- 5. The First Party Shall installan" <u>E-waste Collection Bin"</u> of Size "1 meter(L)x0.9meter "(D) x 0.8 meter (W)" at the college premises or any other location as may be prescribed by the second party.
- The Second Party has agreed to pay an 'agreement fee' of ₹3,000 /-+ 18%GST annually to the first party as fee for the contract. Total of ₹9,000 /- + 18%GST to be paid one time in advance. Rent for 3 years of the E-waste Bin and Awareness Session included.
- 7. The Second Party will accumulate all E-Waste and inform to the first party once reasonable volume (approx. 200 kgs minimum) has accumulated. The pickups confirmed by the Second Party will be carried out on a priority basis within Five days from the date of request.
- The Second party has agreed to handover the E-Waste items, the details of which are
  mentioned here below to the first party on "as is where is basis". The first party will
  dispose off such equipment and specifically agreed that they will charge the second
  party.
- The Second party has agreed to nandover the E-Waste, the details of which are mentioned here below to the first party on "as is where is basis".
  - a. The first party will dispose off such equipment and specifically agreed that they will charge the second party towards the disposal of E-Waste as shown in ANNEXURE 2.
- 10. The first party will pay in case of the items in ANNEXURE 1. Any monies payable/receivable by the First party will be identified and settled by 7<sup>th</sup> of preceding month for the current month or the subsequent month/s as may be mutually decided from time to time. Applicable GST on such items will be additional.
- 11. The second party's responsibility will cease once electronic waste has been handed over to the First Party's per clause 3 above. Thereafter, no liability would accrue to the Second party on account of e-waste.





- 12. The renewal of the contract is chargeable at the end of the tenure/period and the documentation formalities shall be done by the First Party within 30-45 days prior to the date of agreement termination.
- 13. Records & data of the e-waste material procured will be maintained and transparently shared by the first party.
- 14. The Second Party has agreed that the plastic waste such as municipal solid Waste will not be included in the E-Waste.
- 15. It is clearly agreed that all the E-waste procured by or in the possession of the second party will be exclusively managed by the first party as per the terms and conditions specified above. In case of such activity, an annual penalty of Rs. 5000 will be charged on a pro rata basis.
- 16. The First Party shall conduct an 'Awareness Session' at the premises of the 'Second Party' for generating awareness about the benefits and process of e-waste recycling.
- 17. Either party can terminate this Agreement by giving 45 days written notice in advance to the other party citing reasonable grounds for such action. However, the other party is not entitled to claim any compensation for such premature termination if with reasonable sufficient grounds.

"First Party"

"Second Party"

M/s. Hulladek Recycling Private Limited

Midnapore College (Autonomous).

Authorized Signatory (Mr. Nandan Mall)

Witness: -

1)

Authorized Signatory

Midnapore

(Dr. Gopal Chandra Bera

Witness: -

1) July Rumande

MIDNAPORE COLLEGE (AUTONOMOUS) MANAPORE

Air Conditioners	Split A.C. (2/2.5 Ton) (including indoor and outdoor unit)	60.3 kgs	Rs. 2600
Refrigerator	Single Door	30.0 kgs	Rs. 550
Refrigerator	Double Door	40.0 kgs	Rs. 760
Fans		On actuals	Rs. 11/kg
Optical Fibers		7 Kg/km	Rs. 8/kg
Water Heater/geyser		4.5 kgs	Rs. 85
Security Camera		1.0 kg	Rs. 10
Inverter		9.5 kgs	Rs. 180
Card Scanning Machine		0.5 kgs	Rs.5/kg
Bar Code Printer		0.5 kgs	Rs.5/kg
Vacuum Cleaner		6.0 kgs	Rs.10/kg
Water Filter		2.5 kgs	Rs.10/kg
Batteries	Industrial UPS, DG set	On actuals	Rs.65/kg
Miscellaneous Electrical items	Chokes, ballast, tube light frames, capacitors, contactors, relays, etc.	On actuals	Rs.8/kg
Copper Cables		On actuals	Rs.180/kg
Aluminum Cables		On actuals	Rs.40/kg
Cables		On actuals	Rs. 10/kg





GEBELL Principal MIDNAPORE COLLEGE (AUTONOMOUS) MIDNAPORE

#### Annexure 2

#### Negative Items

A		Lighting Equipment (Scrap/Non-Working)			
Particulars	Description	Weight/piece	Number of Pieces/kg	Price Charged by Hulladek Recycling to Midnapore College (Autonomous)	
Item				(Inclusive of all applicable taxes)	
Tube light	Big	0.030 kgs	34 units	Rs 50/kg	
Tube light	Small	0.020 kgs	50 units	Rs 50/kg	
Tube light	Big	0.100 kgs	10 units	Rs 50/kg	
Pl bulb	Small	0.070 kgs	14 units	Rs 50/kg	
Pl bulb		0.025 kgs	40 units	Rs 50/kg	
Lamps		0.050 kgs	20 units	Rs 50/kg	
LED bulb		0.023 kgs	44 units	Rs 50/kg	
Incandescent bulb	AAA battery	0.011 kgs	91 units	Rs 50/kg	
Pencil battery	AA battery	0.023 kgs	44 units	Rs 50/kg	
Pencil battery	C battery	0.066 kgs	15 units	Rs 50/kg	

"First Party"

M/s. Hulladek Recycling Private Limited

Authorized Signatory (Mr. Nandan Mall) "Second Party"

Midnapore College (Autonomous)

Authorized Signatory (Dr. Gopal Chandra Bera)

Principal
MIDNAPORE COLLEGE
(AUTONOMOUS)
MIDNAPORE

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