

পশ্চিমকশ্ব पश्चिम बंगाल WEST BENGAL

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SERVICE AGREEMENT FOR E-WASTE MANAGEMENT

The Agreement is entered into at Kolkata on this 20th day of February, 2023.

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, 4th 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 (Director) to enter into and sign this Agreement for and on behalf of the First Party.

AND

<u>Kalyani Mahavidyalaya</u> is a government aided general degree college at Kalyani in Nadia district, West Bengal, office at <u>City Centre Complex</u>, <u>Kalyani</u>, <u>West Bengal 741235</u> 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 <u>Dr. Runu Das (Principal)</u> to 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. B-29016(12)/ (PRO)/18/WM-III Division dated 12.11.2018 valid up to 12.11.2023 and is authorized to undertake activities prescribed for Producer Responsibility Organizations.
- B.) The Second Party in compliance of E-Waste Management Rules, 2018-2022 desires to have services for management of their Electronic Waste except liquid waste.

Principal Kalyani Mahavidyalays Kalyani, Nadia, W.B.

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Now, being that, 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.
 - a. The second party will sign required documents to acknowledge that E-Waste has been handed over to the First Party.
- 3. This agreement will be in force for a period of <u>Three (03) years (20.02.2023 19.02.2026)</u> from the date of execution of this Agreement and can be renewed at the end of every period by mutual consent.
- 4. The second party is expected to generate minimum 500 kgs of E-Waste annually during each contractual term.
- The First Party Shall install an" <u>E-waste Collection Bin"</u> of Size "1 meter(L)x 0.9meter (D) x 0.8 meter (W)" at or any other location as may be prescribed by the second party.
- 6. The Second Party has agreed to pay an 'agreement fee' of ₹7000 /- + 18%GST annually to the first party as fee for the contract. Total of ₹21,000 /- + 18%GST to be paid one time in advance for Three (03) years. 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. 100 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.
- 8. 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.
- 9. The Second party has agreed to handover 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 7th 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.

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- 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 First Party shall provide compliance documents such as Form 2', 'Form 3' Query Letters from PCB or any other document required as per government norms and shall file annual return for the respective year to the state pollution control board on a chargeable basis of amount of ₹ 3,500 /- + 18% GST per location, annually as records of e-waste movement from the premises of the second party to first party as and when applicable. Total Rs. 10,500 /- + 18%GST for 3 years to be paid one time in advance
- 15. The Second Party has agreed that the general waste such as <u>municipal solid Waste will</u> not be included in the E-Waste.
- 16. 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.
- 17. 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.
 - a. The second party then shall prepare and share with first party an Awareness report to be submitted the West Bengal pollution control board.
- 18. 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"

M/s. Hulladek Recycling Private Limited

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Authorized Signatory (Mr. Nandan Mall)

Witness: -

1) Bhaskan Adale

"Second Party"

Kalyani Mahavidyalaya

Principal Kalyani Mahavidyalaya Kalyani, Nadia. W.S.

Authorized Signatory (Dr. Runu Das, Principal)

Witness: -

1) Sullnangen Tarem

Details of E-Waste: -

Annexure 1

Particulars		Weight	Price Paid by Hulladek Recycling to <u>Kalyani Mahavidyalaya</u>
Item	Description		(Inclusive of all applicable taxes)
Electronic Items (Scrap/Non-Working)			
Monitor	CRT	11.5 kgs	Rs. 75
Monitor	CRT(BROKEN)	5.0 kgs	Rs. 25
Printer	Deskjet\laser jet\scanner	2.5 kgs	Rs. 50
Printer	Dot Matrix	4.5 kgs	Rs. 55
CPU	with all components (HDD, CDD, SMPS, Motherboard)/ & Missing Components	6.5 kgs	Rs. 280/150
HDD, SMPS Power Supply, Motherboard, CD Drive		0.44 Kgs	Rs. 25
Cabinet		3.0 Kgs	Rs. 20
Keyboard & Mouse		0.6 kgs	Rs. 5
UPS	with battery	3.0 kgs	Rs.150
UPS Battery		2.3 Kgs	Rs. 90
Fax Machine		2.5 kgs	Rs. 32
Xerox Machine		15.0 kgs	Rs. 356
Switches	Managed Switches	1.7 kgs	Rs. 40
Server rack		On actuals	Rs. 10/kg
Laptop		2.5 kgs	Rs. 340
Projector		2.5 kgs	Rs. 60
Server	Compact Server	15.0 kgs	Rs. 385
Monitor	Flat screen(small)	4.0 kgs	Rs. 75
Monitor	Flat Screen 18 inches and above	4.5 kgs	Rs. 100
Centralized Air Conditioners	Duct In	On Actuals	Rs. 40/Kg
Air Conditioners	Window A.C (1 Ton)	45.0 kgs	Rs. 1280
Air Conditioners	Window A.C (1.5 Ton)	55.0 kgs	Rs. 1800
Air Conditioners	Window A.C (2/2.5 Ton)	61.0 kgs	Rs. 2400

Principal
Kalyani Mahavidyalaya
Kalyani, Nsdia. W.B

Air Conditioners		Split A.C. (1 Ton) (including indoor and outdoor unit)	40.0 kgs	Rs. 1500
Air Conditioners	÷	Split A.C. (1.5 Ton) (including indoor and outdoor unit)	56.0 kgs	Rs. 2100
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		The second secon	On actuals	Rs. 11/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	The state of the s	1 12	2.5 kgs	Rs.10/kg
Batteries		Industrial UPS, DG set	On actuals	Rs.65/kg
Miscellaneous Electrical items		Chokes, ballast, tubelight frames, capacitors, contactors, relays, etc.	On actuals	Rs.8/kg
Copper Cables			On actuals	Rs.130/kg
Aluminum Cables	1		On actuals	Rs.40/kg
Mixed Electrical			On actuals	Rs. 30/kg



Principal Kalyani Mahavidyalaya Malyani, Nadia, W.B

Annexure 2

Negative Items

Lighting Equipment (Scrap/Non-Working)						
Particulars		Weight/piece	Number of Pieces/kg	Price Charged by Hulladek Recycling to Kalyani Mahavidyalaya		
Item	Description			(Inclusive of all applicable taxes)		
Tubelight	Big	0.030 kgs	34 units	Rs 50/kg		
Tubelight	Small	0.020 kgs	50 units	Rs 50/kg		
Tubelight	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"

Kalyani Mahavidyalaya

Principal Kalyani Mahevidyalaya Kalyani, Nadia, W.B.

Authorized Signatory (Dr. Runu Das, Principal)