



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

68AB 623981

SERVICE AGREEMENT FOR E-WASTE MANAGEMENT

The Agreement is entered into at Kolkata on this 30th day of August, 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, 4th Floor, Kolkata - 700025, West Bengal, India hereinafter 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

P. N. DAS COLLEGE an Educational Institution functioning on the State of West Bengal under the existing laws of India and having its registered office at : **Santi Nagar, Palta, Kolkata - 743122, Dist. North - 24 Pgs., West Bengal, India** hereinafter 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 **Prof. Dr. Sharmila De (Principal)** to enter into and sign this Agreement for and on behalf of the **Second Party**.

WHEREAS :

- A.) **The 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 shall be renewed before the end of the term and the new renewal copy shall be shared with the **Second Party**. The First Party is authorized to undertake activities prescribed for Producer Responsibility Organizations by the **Central Pollution Control Board under Rule 13 (1) (xvii) of the E-Waste (Management) Amendment Rules, 2018**.
- B.) **The Second Party** in compliance of E-Waste Management Rules, 2018 desires to have services for management of their Electronic Waste and has appointed the first party to fulfil their e-waste disposal needs and related compliances.

Sharmila De

Principal
P.N. Das College
Palta, Bengal Enamel, N. 24 Pgs

Hulladek Recycling Pvt. Ltd.
Director

Now, This Agreement witnesses the following terms and conditions to be performed by both the parties to the Agreement.

1. 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.
2. 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 Thirty (30) 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 **Three (03) years (30.08.2022 – 29.08.2025)** from the date of execution of this Agreement and can be renewed at the end of every period by mutual consent.
4. The First Party assures the Second Party that, the First Party being a registered Producer Responsibility Organization (PRO) bearing the Registration No. **B-29016(12)/ (PRO)/18/WM-III Division** dated **12.11.2018** which is valid up to **12.11.2023**, shall renew the registration before the end of the term and the new renewal copy shall be shared with the Second Party. In case of failure to renew the same, will be a liable cause for Termination of the Agreement by the Second Party post which the balance advance amount for the year of 2024-25 shall be refunded by the First Party to the Second Party.
5. The second party is expected to generate minimum 300 kgs of E-Waste annually during each contractual term.
6. The Second Party will accumulate all E-Waste and inform to the First party once reasonable volume **The pickups confirmed by the Second Party will be carried out on a priority basis within Five (5) days from the date of request.**
7. The Second party has agreed to handover the E-Waste items, the details of which are mentioned at ANNEXURE - 1 below by the first party and the same shall be collected 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 as because the items are "Negative Items" or hazardous in nature.
8. a) **The First party shall pay Second Party in case of the items in ANNEXURE 1**
 - i) **Any monies payable by the First party** will be identified and settled within Three (3) working days of actual pick up after receiving and clearance of all aligned necessary documents. Such as Tax Invoices, and Signed/Sealed Logistics Sheet and E-waste manifest documents.
 - ii) **The Second Party must ensure** that Payment for GST collected from First Party has been paid and reported to the government so that the First Party can claim the ITC as per the applicable regulations of GST law.

Hulladek Recycling Pvt. Ltd.


Director



Principal
P.N. Das College
Palta, Bengal Enamel, N. 24 Pgs

b) The Second party shall pay First Party in case of the items in ANNEXURE 2

Any monies payable by the Second Party shall be settled within Three (3) working days before or after the actual pickup of the E-waste items as per 'case to case basis'. The Second Party must ensure Payment to the first party after receiving Proforma Invoice. The First Party shall be liable to send The GST acknowledgement receipt as documentary evidence to The Second Party. On completion of the payment by the Second Party the First Party Shall provide the Tax Invoice

9. The second party's responsibility will cease once electronic waste has been handed over to the First Party. Thereafter, no liability would accrue to the Second party on account of e-waste.
10. The renewal of the contract shall be 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.
11. Records & data of the e-waste material procured will be maintained and transparently shared by the first party.

12. **Deliverables :**

- i. The First Party shall provide compliance documents and assistance such as
- a) **'Form 2', 'Form 3' replies for Query Letters/ Show cause Letters/ Notices from PCB or ULB any other document** required as per government norms and shall file annual return for the respective year to the state pollution control board.
- b) **The First Party shall also assist the Second Party in whenever any audit is carried out by any government agencies regarding E-waste Management and Handling. The First Party shall be a representative of the Second Party.** The First Party shall prepare any audit reports if required to comply with the process.
- c) In any event of an audit conducted by the PCB The First Party shall provide assistance to the Second Party by sending a representative. The Second Party Shall Pay the First Party only for Conveyance and Meal expenses; on the actual expense incurred by the representative of The First Party.
- d) The Second Party has agreed to pay a chargeable amount for the abovementioned services for compliance. The amount shall be of **₹ 3,500 /- + 18% GST (computed per year & per location), Total ₹ 10,500 /- + 18% GST for (3) Three Years to be paid one time in advance for per location.**
- ii. The First Party shall provide the following deliverables as part of the agreement
- a) The First Party shall conduct **Awareness Session(s), Seminars, Material Training(s) & Handling and also prepare an Annual Report which is to be submitted to the Pollution Control Board. As specified in Clause no. 17.**
- b) The First Party shall supply and install an **"E-waste - Collection Bin" of Size - "1 meter (L) x 0.9-meter (D) x 0.8 meter (W)"** at, **Santi Nagar, Palta, Kolkata - 743122, Dist. North - 24 Pgs. West Bengal, India.**
- c) The Second Party shall pay **₹ 2,500 /- + 18%GST (computed per year and per location)** to the First Party as fee for Services including **Rent for the Three (3) years of 'E-waste Bin', Fees for the Awareness Session(s) & Training(s) and Awareness Report** **Total of ₹ 7,500 /- + 18% GST for Three (3) years to be paid one time in advance for per location.**
- d) **Total Payable for the above-mentioned services 12 part 1) & 2) shall be of ₹ 18,000.00 /- +18% GST for Three (3) years to be paid one time in advance for the location.**
13. The Second Party has agreed that the general waste such as municipal solid Waste and any liquid waste will not be included in the E-Waste.

Shamita

Principal
P.N. Das College
Palta, Bengal Enamel, N. 24 Pgs

Hulladek Recycling Pvt. Ltd.
Director

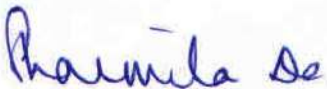
14. The First Party shall conduct an '**Awareness Session**' at the premises of the 'Second Party' to create environmental consciousness among employees/ Workers about the benefits and process of e-waste recycling. As there is a gap in knowledge and awareness of the communities on the issues of e-waste handling and management. It is important to understand the knowledge and awareness levels of the consumers of electronic products who ultimately become the generators of e-waste in a community.
- a) The **First Party** then shall prepare and share with the **Second Party** an **Awareness Report** to be submitted to the **West Bengal Pollution Control Board (WBPCB)**.
15. **TERMINATION** : 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 any premature termination if it is not under reasonable sufficient grounds.
- a) The Second Party is fully entitled to approach the First Party to rectify the same any of the events of default within Thirty (30) Working days from the date of receipt of notice for rectification. The Second Party can withdraw itself from the association. Both Parties then shall settle outstanding(s) balances upon refund of the balance of tenure remaining.
16. That any notice, request, consent, waiver or other communication required or permitted hereunder shall be effective only if it is in writing and shall be deemed received by the Party to which it is sent
- Upon delivery when delivered by hand,
 - Three (3) days after being sent, if sent with all sending expenses prepaid, by an express courier with a reliable system for tracking delivery
 - When transmitted, if sent by confirmed facsimile, or
 - Fourteen (14) days after the date sent, if sent by certified or registered mail, postage prepaid, return receipt requested, addressed as follows.

<u>If to the FIRST PARTY:</u>	<u>If to the SECOND PARTY:</u>
Contact Person: Mr. Nandan Mall Designation: Chairman and Director Address: 5, Deshpran Sasmal Rd, Tollygunge, Kolkata, West Bengal 700033 Phone No.: 98361 05003 Email id.: nandan.mall@hulladek.re	Contact Person: Prof. Dr. Sharmila De Designation: Principal Address: Santi Nagar, Palta, Kolkata – 743122, Dist. North – 24 Pgs., West Bengal, India Phone No.: 97483 29535 Email id.: - pndc.principal11@gmail.com

17. **DISPUTE RESOLUTION** : That in case of any dispute or difference arising between the Parties hereto in any of the matters under this Agreement or interpretation or implementation of any of the terms and conditions herein, the same shall be resolved through arbitration under the Arbitration and Conciliation Act, 1996. Any such arbitration shall be conducted by a three-member arbitral tribunal with each of the parties appointing their respective arbitrators and the two arbitrators so appointed shall appoint the presiding arbitrator. The Arbitration shall be conducted in English. The parties shall pay the cost of arbitration as may be directed by the Arbitrators in their Award.
18. That all Disputes arising out of the Present Agreement shall be subject to Jurisdiction of courts at Kolkata.

Hulladek Recycling Pvt. Ltd.

 Director


 Principal
 P.N. Das College
 Palta, Bengal Enamel, N. 24 Pgs

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement in two sets each of which when taken together shall constitute one and the same instruments on the day and year first above written.

"First Party"

M/s. Hulladek Recycling Private Limited

Hulladek Recycling Pvt. Ltd.



Director

Authorized Signatory
(Mr. Nandan Mall)

"Second Party"

P. N. DAS College



Principal

P.N. Das College

Palta, Bengal, Enam, N. 24 Pgs

Authorized Signatory
(Prof. Dr. Sharmila De)

Witness: -

1) *Snehasish Chakraborty*
Kolkata - 700025.

Witness: -

1)

The FIRST PARTY shall pay to the SECOND PARTY for the following items listed below :

List of Positive E-waste items

Annexure 1

Particulars	Weight	Price Paid By Hulladek Recycling To P.N. Das College Kolkata (Inclusive of all applicable taxes)
Item		
Electronic Items (Scrap/Non-Working)		
Mixed IT scrap lot	On Actuals	₹ 30.00 / kgs
Mixed Electricals	On Actuals	₹ 42.00 / kgs
UPS Battery	On Actuals	₹ 72.00 /kgs
Industrial Battery	On actuals	₹ 80.00 / kg
Copper Cables	On actuals	₹ 180.00 / kg
Aluminium Cables	On actuals	₹ 55.00 / kg
Air Conditioners	On actuals	₹ 50.00 / kg
Cables	On actuals	₹ 10.00 / kg
Motors (AC/DC)	On actuals	₹ 65.00 / kg
Small Miscellaneous Consumer Items	On actuals	₹ 12.00 / kg

Hulladek Recycling Pvt. Ltd.


Director



Principal
P.N. Das College
Palta, Bengal Enamel, N. 24 Pgs.

The SECOND PARTY shall pay to the FIRST PARTY for the following items listed below :

List of Negative E-waste items

Annexure 2

Lighting Equipment (Scrap/Non-Working)				
Particulars		Weight/piece	Number of Pieces/kg	Price Charged by Hulladek Recycling to P.N. Das College Kolkata (Inclusive of all applicable taxes)
Item	Description			
Tubelight	Big	0.030 kgs	34 units	Rs 40/kg
Tubelight	Small	0.020 kgs	50 units	Rs 40/kg
PI bulb		0.025 kgs	40 units	Rs 40/kg
Lamps		0.050 kgs	20 units	Rs 40/kg
CFL bulb		0.023 kgs	44 units	Rs 40/kg
Incandescent bulb	AAA battery	0.011 kgs	91 units	Rs 40/kg
Pencil battery	AA battery	0.023 kgs	44 units	Rs 40/kg
Pencil battery	C battery	0.066 kgs	15 units	Rs 40/kg

"First Party"

M/s. Hulladek Recycling Private Limited

Hulladek Recycling Pvt. Ltd.



Authorized Signatory
(Mr. Nandan Mall)

"Second Party"

P. N. DAS College



Principal
P. N. Das College
Authorized Signatory
Balta, Bengal, Pin-700025
(Prof. Dr. S. K. Das)

Witness: -

1) *Smehasish Chatterborty*
Kolkata- 700025.

Witness: -

1)