



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

69AB 180628

SERVICE AGREEMENT FOR E-WASTE MANAGEMENT

The Agreement is entered into at Kolkata on this 14 day of September, 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** thereafter 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

Raidighi College established in 1995, is an undergraduate college in Raidighi, West Bengal. It is affiliated with the University of Calcutta having its premises at **P.O.+P.S. Sub. Division: Diamond Harbour, 24 Paraganas(South) Raidighi, West Bengal 743383.** There in after 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.Sasabindu Jana (Principal)** to enter into and sign this Agreement for and on behalf of the **Second Party**.

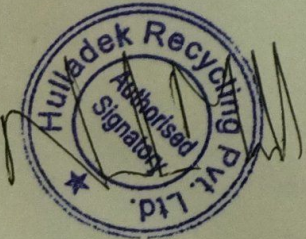
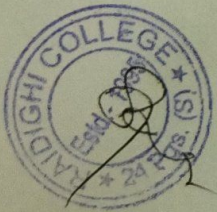
A.) First Party is a registered Producer Responsibility Organization (PRO) vide The Registration No. **B-29016(12)/ (PRO)/18/WM-III Division** dated 12.11.2018 valid up to 12.11.2023 and is authorized to undertake activities prescribed for Producer Responsibility Organizations.

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.



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

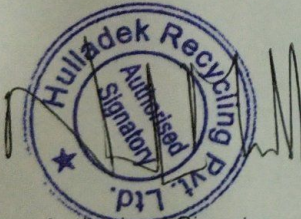
1. The First Party has agreed to pick up, transport, carry and recycle/dispose of the E-Waste from the second party as per the norms prescribed by the Government Authorities from time to time.
2. The First Party has agreed to make available Utilization Certificate confirming that E-Waste provided by the Second party to the First Party has been recycled/ disposed of as per the norms prescribed by the Government Authorities within 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 **Five (05) years (14.09.2022 – 13.09.2027)** 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 300 kgs of E-Waste annually during each contractual term.
5. 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 per location, annually as records of e-waste movement from the premises of the second party to first party as and when applicable
6. 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.
7. 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.
8. 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.**
9. **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.
10. 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.
11. 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.



12. Records & data of the e-waste material procured will be maintained and transparently shared by the first party.
13. The Second Party has agreed that the general waste such as municipal solid Waste will not be included in the E-Waste.
14. 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
15. 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
16. Refund and Termination : During the tenure In case The First Party Fails to Deliver any of the services mentioned or any operational service failure Then It shall be a liable cause for Termination of the Agreement by the Second Party post which the balance advance amount for the year of 2022-2027 shall be refunded by the First Party to the Second Party without any interest.

"First Party"

M/s. Hulladek Recycling Private Limited



Authorized Signatory
(Mr. Nandan Mall)

Witness: -

- 1) Bhaskar Adak
2. Sandip Halder

"Second Party"

Raidighi College

Authorized Signatory
Dr. Sasabindu Jana (Principal)
RAIDIGHI COLLEGE
Raidighi, 24 Pgs(S), Pin-743383

Witness: -

- 1) Madhumita Majumdar
- 2) Anubhava Mishra
- 3) Bhaskar Adak