

By and Between

Akrishyam Recyclers, Surat (Hulladek Recycling Private Limited),

AND

Shivraj College of Arts, Commerce and D.S. Kadam Science College,
Gadhinglaj, Dist- Kolhapur ,Maharashtra – 416502

Agreement Period - 21-09-2022 to 20-09-2027



महाराष्ट्र MAHARASHTRA

© 2021 ©

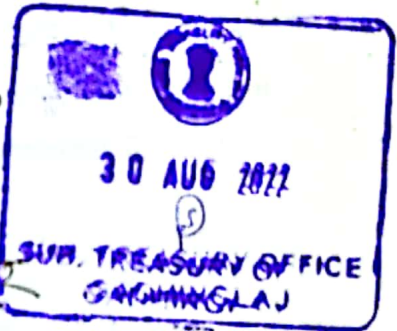
ZT 186492



६०३९
विक्री क्र. किंमत रु. १०००/- रु. १०००/-
दि. २०/०८/२०२२

श्री. / श्रीमती
D.S. Kadam Science College,
Gadhinglaj, Dist. Kolhapur.

विनायक मांनदा कुतार
वा. भेनापुर
ता. वाडकेवेली



श्री. उद्यम गणेश परीत (मिस्टर)
मुला निवासी, प. २, १२१-३, दिवाड रोड, दहिसर
पुणे जिल्हा, मु. वि. अ. १४/२००१-२००२
फोन नं. २००००१२

प्रिन्सिपल
PRINCIPAL
D.S. Kadam Science College,
Gadhinglaj, Dist. Kolhapur.

SERVICE AGREEMENT FOR E-WASTE MANAGEMENT

The Agreement is entered into at Gadchiroli on this 21st day of September 2022.

By and Between

Akrishvam Recyclers, Surat (Hulladek Recycling Private Limited), a
company incorporated under the companies Act 2013 having its registered

office at A15 Viraj Campus, Punagam Canal Road, Surat, Gujarat, 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. Hardik Gurav to enter into and sign this Agreement for and on behalf of the First Party.

AND

Shivraj College of Arts, Commerce and D.S. Kadam Science College, Gadhinglaj, Dist- Kolhapur, Maharashtra – 416502 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 Principal, Shivraj College of Arts, Commerce and D.S. Kadam Science College, Gadhinglaj 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, 2016 desires to have services for management of their Electronic Waste except liquid waste.

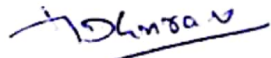
Now being that the second party is a client, this Agreement witnesses the following terms & conditions to be performed by both the parties to the Agreement.

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 withing 60 days of the pickup 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 (21.09.2022 – 20.09.2027) 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 100 kgs of E-waste annually during each contractual term.
5. The First Party Shall install an” E-waste Collection Bin”of Size “1 meter(L)x0.9meter (D) x 0.8 meter (W)”at location as may be prescribed by the second party.
6. The Second Party has agreed to pay an ‘agreement fee’ of ₹4,500 /- + 18%GST annually to the first party as fee for the contract. Total of ₹ 22,500 /- + 18%GSTto be paid one time in advance.Rent for 5 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 in where is basis”. The First Party will dispose of 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 in where is basis”.

10. The First Party will pay in case of the E-waste after inspection. Any money payable/receivable by the First Party will be identified and settled by 7th of preceding month for the current month or the subsequent month 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. Thereafter, no liability would accrue to the Second Party on account of e-waste.
12. The renewal of the contract is non-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- 6 (manifest) and Recycling Certificate required as per government norms.
15. The Second Party has agreed that the general waste such as municipal solid waste will 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 term 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 Sessions' at the premises suggested by and in collaboration with the 'Second Party' for generating awareness about the benefits and process of e-waste recycling.
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. Akrishvam Recyclers

Authorized Signatory
(Mr. Hardik Gurav)



Second Party


Shivraj College of Arts, Commerce And

D.S. Kadam Science College, Gadhinglaj

PRINCIPAL
Shivraj College of Arts, Commerce
& D.S. Kadam Science
Gadhinglaj (Dist. Kolhapur)
Authorized Signatory

Principal, Shivraj College of Arts, Commerce and

D.S. Kadam Science College, Gadhinglaj

Witness:

1) ANIKET GURAV 

2) Mr. Ravindra B. Khat 