

हरियाणा HARYANA

W 662629

AGREEMENT

This agreement is made on (6thMay 2022)

Between

M/S: -INDERPRASTHA DENTAL COLLEGE & HOSPITAL (A Unit of Kunj Behari Lal Charitable Trust) located at 46/1, Site-IV, Industrial Area, Sahibabad, Ghaziabad-201010 (U.P.) (The Principal)

And

M/s.PRO EWASTE RECYCLING located at Plot No.32,Sector 4,Industrial Area Ballabhgarh,Faridabad, Haryana(Here in after called as "The Contractor")

The terms & conditions are as under:

The Principal agreed to award contract for job work as per the following terms & conditions:

This agreement is made under the "E-waste (Management &Handling) Rules 2016 which iscalled here said "Act"

- 1. That the Contractor will provide the following services:
- Consultancy for management & handling of E-waste

- Final Disposal of E-waste as per law.
- Filing of periodical returns with State Pollution Control Board for E-waste
- That the Contractor will not lift the items which are covered under schedule _ II of Ewaste (Management & Handling) Rules 2016.
- 3. That the Contractor shall alone be liable for fulfilling and maintaining all the required documents & records which are required under the said "ACT". The principal must provide copy of Form-2 to the contractor to be filled under guidance of the contractor.
- 4. Taxes & Duties All are inclusive in quotation.
- That the Contractor shall maintain all the registers and records (Form-2 and Form-6) required to be maintained as per E-waste (Management & Handling) Rules 2016.
- 6. The Contractor undertakes to hold full responsibility and liability for non-compliance of any applicable law in any manner on the part of the Principal. The Principal shall not be liable for any unlawful action or inaction on the part of the Principal. The Contractor however, shall indemnify the Principal for any loss or damages or claim it may suffer or incur due to unlawful action or inaction on the part of the Contractor.
- 7. After lifting the e-waste from the principal premises, the principal is not liable and/or responsible for any loss which occurs due to damage, leakage, spillage, accident, pilferage etc.
- 8. The Contractor shall have right to nominate its representative to be present at the time of fulfil the Compliance under the said ACT.
- 9. That in case of any dispute and/or touching upon and/or related to this contract and/or anything incidental thereto including any claims of either of the parties shall be referred to the sole arbitration of Company's official not below the rank of General Manager whose award shall be final and binding upon the parties. The arbitration shall be in accordance with Indian Arbitration Act. The venue of arbitration shall be at the discretion of the arbitrator.
- 10. That this agreement shall be valid for the periodfrom1st June2022 to 31st May2025
- 11. That the Principal/Contractor is liable to make payments to each other as per annexure "A". The Annexure "A" will be a part of this agreement.
- 12. That the Principal can request the contractor for a life time "Registration Membership"
- 13. Both the parties have read and understand the contents of the above agreement and have executed this agreement on the day, month and year stated above.

For M/s. PRO E-WASTE RECYCLING	M/S. INDERAPRASTHA DENTAL COLLEGE 8 HOSPITAL			
SIGNATURE For Pro eWaste Recycling Proprietor	SIGNATURE			
PARTICULARS OF SIGNATORY	PARTICULARS OF SIGNATORY			
NAME: Mr. Chander Shekhar Auth. Signatory	NAME: _Mr. Nimish Agarwal Auth. Signatory			

14. <u>TERMINATION OF AGREEMENT:</u> Due to Non-Compliance of legal formalities and/or non-satisfactory of services, both the parties have rights to terminate the agreement after giving one month (30 Days) prior notice to each other party.

COMMERCIAL QUOTATION

AS PER SCHEDULE 1

NOTE:- Less than 300 kgof E-WASTE Material will be FOC

OPTION 1: Mixed, unsorted E waste can be purchased.

OPTION 2: Sale Basis & Disposal Basis

2) On Sale Basis

Sr No.	E-Waste Material (Electronic / Electrical)	Rs/Kg	
1.	CPU (with MBD/HDD), CRT Monitors, TFT Monitors, Servers, ACs, Switch & Other Networking equipment, Work Station, MBD, HDD, PCBs, SMPS, Think Client, Mobile Phone, Lan Cards, Copper Wire, Electrical Motor, Compressor, UPS, Battery Inverters, Stabilizers, Contactor, MCBs, Air Conditioner,	32 Rs/kg	
2.	Printers, Keyboards, Mouse, Photocopiers, Fax Machine, Scanner, Networking Cable, Refrigerator, Washing Machine, Dishwasher, TV, Micro Oven, Heater, Geysers, Water Coolers, Tea Coffee Vendip Machine, Paper Shrewder, Vacuum Clearing, Electrical Panels, Fans, Exhaust Fans, Capacitors, Fire Alarms, Regulators, (Electrical Fitting with blast (w/o Tubes)) CDs/DVDS, Storage Devise, (CPU Cabinets w/o either MBD/HDD), Power Control Unit, Plastic Parts of Computer & Printers, LED Fitting etc.	20 Rs/kg	
3.	Tube lights, Bulbs, Cartridges, Toners	Reverse charges 5Rs/Kg	

Terms and Conditions:

- 1. The above given price is inclusive of all applicable taxes and duties.
- 2. 1-day advance notice is required for Delhi NCR Pick up and 3 days advance notice is required for out location.
- 3. Minimum pick up quantity of materials should be 300 Kg.
- 4. 100% payment to be done to client at the time of picking up the materials.

MEMORANDUM OF UNDERSTANDING (MOU)

Between

Raama Paper Mills Ltd.
301, 3rd Floor, Deepshikha Building,
Rajendra Place,
New Delhi - 110008

And

Inderprastha Dental College and Hospital 46/ 1, Site-IV, Industrial Area, Sahibabad Ghaziabad. 201010 (U.P)

This Memorandum of Understanding was signed on 7th January 2021, by Inderprastha Dental College & Hospital and Rama Paper Mills Ltd.

Raama Paper Mills Ltd., is in the business of manufacturing of paper products by recycling of waste and scrap paper. (First Party)

Inderprastha dental college and hospital, is an institution engaged in education and dental healthcare. (Second Party)

MOU witness as follows:

This MOU is intended to create an alliance of both parties for recycling paper, which is a vital element in the protection of environment.

- 1. Definitions
- a) Waste Paper: discarded paper including card board, newspaper, magazines, shaded papers, old office records etc.
- b) Designated Day: Quarterly as agreed between the parties.
- 2. Pickup Locations: Inderprastha Dental College and Hospital, Ghaziabad

Contact Persons Mr. Nimish Agarwal Secretary Mobile number - 9910463636

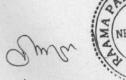
Preferable week day for pick up Saturday

Time 10 Am

3. Quality and quantity.

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Secretary





- a) Material should be free from food particles, without any contamination of garbage, municipal waste or any item which are detrimental.
- b) Minimum required quantity is 100 Kgs.

Role and responsibilities of Rama Paper Mills Ltd.

NEW DELH

- a) Payment Options: The consideration amount based on weight recorded @Rs 7-(Rupees Seven) per Kg cartoon Boxes, shredding Paper, Old News Paper, Old Magazine, Old office records etc shall be payable by the First Party to the Second Party.
- b) Entire Lifted material from the premises of Second Party shall be strictly converted into pulp only.

This agreement comes into force from 7th January 2021 and will be valid for 5 years.

Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

The first party and second party having read this document and understanding in full on this day of 7th January 2021 have affixed their signature to collaboratively work together.

First party

Mr. Pramod Agarwal Managing Director Raama Paper Mills Ltd. Second party

Mr. Nimish Agarwal

Secretary

Inderprastha Dental College & Hospital

Secretary



Renewal of AGREEMENT

That the previous agreement executed on 15th March, 2021, is renewed on 15th March, 2022 and shall be valid only when endorsed through a SEAL of Environ Waste Connections LLP.

BY AND BETWEEN

M/s Environ Waste Connections LLP, (hereinafter referred to as "Service Provider")having its Registered office at D-27/1, Street No.-9, Near 30 Feet Road, Johripur Extn., Delhi-110094 and Plant address at: BN: 102-104, Phase -III, UPSIDC, M.G. Road Indl. Area, Ghaziabad-Hapur UP-201015, duly represented by - Director or its representative.

AND

Name of Health Care Establishment (HCE): Inderprastha Dental College & hospital

(Hereinafter referred to as "Waste Generator")

Full Address: - 46/01, Site-4, Industrial Area, Sahibabad, Ghaziabad, -201010

Autforized Representative of Waste Generator: Mr. Nimish Agarwal

Designation: - Secretary

Contact No.: 9540453965000

Email Id: -ipden alcollege@yahoo.com

For Inderprastha Dental College & Hospital

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Secretary

WHEREAS the "Service Provider" has been selected and duly authorized by U.P. State Pollution Control Board(UPSPCB) under the provisions of BMW Rules for providing services of the collection, transportation, storage, treatment and disposal of Bio-Medical Waste.

AND WHEREAS WASTE GENERATOR is desirous to outsource the disposal of Bio-Medical Waste generated by them and have approached "Service provider" for providing its services at its treatment facility located at BN:102-104, Phase-III, UPSIDC,MG Road Indl.Area, Ghaziabad-Hapur,UP-201015.

And both the parties are agreed to enter this agreement on the terms and conditions narrated hereinafter.

NOW THIS INDENTURE WITNESS ETH and it is hereby covenant as follows:

Validity of the Agreement:

This agreement shall remain in force for a period of <u>One Year</u> w.e.f. <u>15/03/2022 to 14/03/2023</u> (both days are inclusive) and can be further renewed with mutual consent of both the parties.

Responsibilities of the "Service Provider":

- "Service Provider" shall meet all the rules and regulations as stipulated by the SPCB And
 "Service Provider" alone is liable for any violation of the Environment (Protection) Act 1986
 and the relevant rules made there under, after collection of BMW from the GENERATOR.
- 2. "Service Provider" shall collect the segregated bio-medical waste from the identified common waste collection point within the premises of GENERATOR on daily basis. "Service Provider "shall provide assistance to finalize the pick-up location to the GENERATOR. The GENERATOR shall be fully responsible for keeping the BMW under lock and key and protecting it from any sort of mishandling before it is handed over to any authorized person of Service Provider.
- 3. Service Provider shall schedule the timings for collecting the waste in consultation with the GENERATOR. In case "Service Provider" fails to collect the BMW within a time frame of 24 hours of the designated time due to any reason, the GENERATOR shall inform "Service Provider", who shall ensure to collect the BMW from the premises of the GENERATOR within the next24 hours of the intimation.
- 4. "Service Provider" shall transport the segregated waste in closed container vehicle to it treatment facility in enclosed bins.
- 5. On the written request of the GENERATOR, "Service Provider" shall undertake top provide/educate the generator and its staff, at no extra cost, the initial training about the segregation /method of collection of BMW in designated color coded plastic bags.
- "Service Provider" shall not be held liable for any kind of the violation made by the generator / or its staff under the Service Providerment (Protection) Act 1986 or any similar regulations/norms.
- "Service Provider" shall be responsible for appropriate treatment and shredding of disinfected waste at the centralized facility as per Schedule-1 of the BMW Rules 2016.
- 8. "Service Provider" shall be responsible for the disposal of treated waste into secured landfills or no recording plants as applicable.

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Responsibilities of the "Waste Generator":

- The WASTE GENERATOR shall segregate the waste at the point of generation in accordance with the BMW Rules 2016 and in compliance with the standards prescribed the reunder.
- The WASTE GENERATOR shall collect and hand over the segregated BMW in plastic bags as stipulated by the State Pollution Control Board (SPCB) norms.
- All consumables like bags, needle cutters, disinfectants etc. shall be procured by the WASTE GENERATOR at its own cost.
- 4. All the bags shall be sealed tightly and labeled as per the rule by the WASTE GENERATOR and "Service Provider" will collect the sealed bags only from a secured designated point within the premises of the WASTE GENERATOR.
- 5. The WASTE GENERATOR shall disinfect the sharps, mutilate them and hand over in Puncture Proof Containers to "Service Provider".
- The WASTE GENERATOR shall take all steps to ensure that the waste is handled without adverse effects to human health and Service Providerment.
- The WASTE GENERATOR shall establish a common secured waste collection point within its premises for collection and handing over to "Service Provider".
- The WASTE GENERATOR shall furnish annual report on "Form-IV" regarding generation, collection and storage of Bio-Medical wastes in the prescribed format to State Pollution Control Board.
- The WASTE GENERATOR shall maintain all the relevant records and make reports of the accidents to SPCB, if any, on "Form-I" as prescribed under the rules.
- The WASTE GENERATOR shall designate a "Nodal Officer" to interact with "Service Provider".
- 11. The Bio-Medical Waste handed over by the WASTE GENERATOR may be checked and suggestions, if needed, may be provided for improvement in the segregation of waste by "Service Provider".
- 12. The WASTE GENERATOR shall obtain authorization from the State Pollution Control Board.
- 13. The WASTE GENERATOR shall be solely responsible for the number of beds being declared to "Service Provider", which must be same for which the authorization is obtained from State Pollution Control Board. The WASTE GENERATOR shall inform "Service Provider" and SPCB within 7days about any change in the number of beds. Service Provider shall not be responsible for any under/over declaration by WASTE GENERATOR on this account.



Terms & Conditions:

- 1. The WASTE GENERATOR shall pay One Time Non-Refundable Membership Registration Fee of Rs. NIL/-.
- 2. The WASTE GENERATOR shall pay an amount equal to <u>02th</u> months of service charges as refundable / adjustable security deposit.
- 4. The above rates shall be increased annually by 10% on previous year's rates.
- 5. The no. of beds as well as quantity of waste shall be reviewed annually. The agreement may be amended suitably, if required.
- 6. If the Waste Generator by virtue of any reason fails to make the payment within 30 days of submission of bills, "Service Provider" shall charge a late payment fee of Rs. 100 per day.
- 7. Service Provider would be at liberty to serve the notice of termination of agreement/suspension of services offered at any time to the WASTE GENERATOR if the WASTE GENERATOR fails to make the payment to "Service Provider" within a time frame of 3 months from the date on which they became so payable.
- 8. In the case of the termination of the agreement by virtue of applicability of Para 6 above, the security deposit/ advance paid by the WASTE GENERATOR shall stand forfeited without impacting the original claim of the "Service Provider".
- 9. All payments shall be made through crossed a/c payee demand draft or cheque, favoring "Environ Waste Connections LLP" only.
- 10. All bounced cheques shall be charged @ Rs. 590/- extra in addition to the actual bank charges.
- 11. The jurisdiction of Court in all disputes would be the place of registered office of Service Provider only.

Termination Clause

Both the parties would be at liberty to terminate this contract by serving a notice of 3 Months well in advance or alternately compensating the other party by an amount equal to the average of 3 month billing.



IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year first above written.

Signed and Delivered by:

"Service Provider

Name: AMITILOHAR. CALL

Designation: GIT

"For and on behalf of "Waste Generator"

Sign:

For Inderprastha Den a College & Hospital

Secretary

Designation:



HARIVARSHA ENVIRTECH

K-16/3A, Street No-13, Gangotri vihar, Near Dilli darbar sweets,North Ghonda,Delhi-110053 Mb-8377860645, E-mail: awadhesht21@gmail.com GSTIN:07AIMPT8844P1Z2

TAY	INVOICE

9 . 90	1252000				
Invoice No.	HE/11/DL/2022				
Date	1/11/2022				
State	Delhi				
State Code	1/7/1900				
GSTIN/UID PAN	07AIMPT8844P1Z2				
BILLED TO:		SHIPPED T			
Name	Inderprastha Dental College &	Name	Inderprastha Dental College &		
	Hospital, 46/1, Site-IV	Address	Hospital, 46/1, Site-IV		
	Industrial Area, Sahibabad		Industrial Area, Sahibabad		
	Ghaziabad-201010		Ghaziabad-201010		
State	Uttar Pradesh	State	Uttar Pradesh		
State Code		State Coo	State Code		
GSTIN/UID		GSTIN/UII			

Serial No.	Description of Service	HSN	Qty	Unit	Price	I	IGST	
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	0	DAI	-	1900	Invoice Value		188,800	

(Rupees: One Lac Eighty Eight Thousand Eight Hundred Only)

Note:

1. All Cheque should be crossed and made payable in favour of Harivarsha Envirtech

Account Details : Ifsc: IDIB000Y010 A/C No. 6179841287 Branch: Yamuna Vihar

For Harivarsha Envirtech

Authorised Signatory

