



తెలంగాణ తేలంగానా TELANGANA = 6 APR 2023

AW 708628

Sl.No. U504 Date 06-04-2023 Rs. 100/-

Sold to Mohit Kumar Vanamala

S/o.D/o.V/o Vikram Kumar Vanamala R/o. Hyderabad.

For Whom M/s. Elifecycle Management Private Limited.

HABIB OMAR

Licensed Stamp Vendor

LI No. 16-10-017/2012,

R.No.16-10-043/2021

H.No. 9-4-134/26, Aruna Colony,

Tolichowki, Hyderabad - 500008, T.S

Cell No. 9885151445

Agreement

SERVICES AGREEMENT FOR DRY WASTE AND E-WASTE MANAGEMENT

This **SERVICES AGREEMENT** ("Agreement") is dated April 13, 2023 ("Execution Date") and is made by and between:

- ELifecycle Management Private Limited (ELIMA)**, a private company incorporated under the laws of India, and having its registered office at Flat No 502, 5th Floor, Siri Sampada Arcade III, Behind Union Bank, Khajaguda, Gachibowli, Hyderabad, Telangana and recycling facility at Sy No.468, 470 & 472, Theegapur (V), Kothur (M), Rangareddy District-509228 (hereinafter referred to as the "ELIMA", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns).
- Anwarul Uloom College (Autonomous), New Mallepally, Hyderabad** (hereinafter referred to as "Second Party" represented by its Principal.

(ELIMA and Anwarul Uloom College (Autonomous) are hereinafter collectively referred to as the "Parties" and individually as a "Party").



WHEREAS:

- (A) ELIMA is engaged in collection, transportation, dismantling and recycling of E-Waste and collection, aggregation, handling and channelization of different streams of waste such as plastic waste, paper waste, metal waste, end of life waste, expired products/near expiry products etc., to authorized processing facilities such as recyclers, cement kilns, waste to energy plants among others ("**Processing Facilities**").;
- (B) Anwarul Uloom College (Autonomous) is engaged in higher education field.

Definitions:

"Dry Waste or Non-biodegradable Waste" shall mean any solid waste that cannot be degraded by microorganisms into simpler stable compounds and includes within its meaning materials such as paper, plastic, glass, metal, packaging and wood;

"E-Waste" means electrical and electronic equipment that have reached end-of-life and have been, whole or in part discarded as waste by the as well as rejects from manufacturing, refurbishment and repair processes that have been delivered at the storage, processing or any other facility of ELIMA by ;

"E-waste Rules" means the E-Waste (Management) Rules, 2016 including notifications, orders and directions issued by the appropriate governmental authority pursuant to these rules;

"Force Majeure" means an act or event affecting the performance of either Party of its obligations hereunder arising from events beyond its reasonable control such as natural disasters, fire, flood, earthquake, terrorist attack, acts of war, riots, civil disorders, rebellions and revolutions provided in all cases that the Party whose performance is affected has taken all steps (if any) which it could reasonably be expected to have taken in order to prevent such act or event from occurring;

"Permitted Use" means use of Confidential Information in pursuance of this Agreement and for performance of the purpose of this Agreement;

"Processing Facilities" shall mean facilities having requisite consents, registrations, authorisations, approvals and permissions under applicable laws including Environment Protection Act, 1986, PWM Rules, E-waste Rules, among others to aggregate, process, recycle, dismantle and/or undertake co-processing and disposal of Dry Waste and E-waste in accordance with applicable laws and prescribed ISO and other standards.

"PWM Rules" means the Plastic Waste Management Rules, 2016 including notifications, orders and directions issued by the appropriate governmental authority pursuant to these rules;

"Term" shall have the meaning ascribed to the term at Clause 3.1.



1. SCOPE OF SERVICES

- 1.1 During the Term and in accordance with the terms of this Agreement, ELIMA agrees to provide the following services:
- (i) Collection, aggregation, handling and channelization of Solid waste
 - (ii) Liquid waste
 - (iii) Biomedical waste
 - (iv) E-waste management
 - (v) Waste recycling system
 - (vi) Dry Waste including but not limited to Plastic waste, paper waste, metal waste, office furniture, battery waste, tyre waste, E-waste, Expiry Products, near expiry products to Processing Facilities that is collected from college premises;
 - (vii) Recording of data/information regarding different streams of waste and its processing as set out in this Agreement in specified formats and as may be submitted to a second party from time to time. (collectively, referred to as "**Services**")
- 1.2 ELIMA shall provide scheduled services 6 (six) days a week from Monday to Saturday. In the event, ELIMA is unable to provide Services on a particular day, it shall provide 2 (two) days prior written notice to College
- 1.3 ELIMA shall collect, segregate and store different types and quantities of Dry Waste and E-Waste at college premises/facilities, from time to time, at its own cost.
- 1.4 ELIMA shall provide weighing scale and shall weigh different streams of waste generated by College in the presence of designated personnel and share the weights for the quantities of each type of waste during the pickup to ensure that there is no leakage in the quantities of wastes transported or discrepancy between the details of waste to be included in the invoice. In the event there is discrepancy in data relating to quantities, the Parties shall make all necessary efforts to resolve the disagreement within 7 (seven) days from the identification of the discrepancy.
- 1.5 ELIMA's or its sub-contractor's or its third parties' personnel who are deployed for performance of the Services shall at all times, be and remain the responsibility of ELIMA and ELIMA shall be solely responsible for occupational safety, health, payment of wages, allowances and other benefits to such personnel under any applicable statutes and regulations. It is agreed between the Parties that no liability and obligation shall be attached to in this respect.
- 1.6 ELIMA must (i) comply with all the directions of college authorities in relation to the Services, (ii) provide documents, information and reports regarding the Services to upon request from time to time, and immediately inform to college of any emergency or other event that may affect ELIMA's ability to perform Services.



2. RATES, PAYMENT AND RELATED TERMS: ELIMA shall pay the price as per market value of the items or as per mutually agreed terms:

3. TERM AND TERMINATION

3.1 Term

This Agreement shall be valid for a period of 3 (three) years from the Effective Date ("Term"), unless terminated earlier in accordance with Clause 3.2. Upon expiry of the Term, the Parties may review and renew the term of the Agreement on mutually agreed terms and conditions.

3.2 Termination

(i) Either Party may at any time terminate the Agreement by giving 30 (thirty) days prior written notice to the other Party without assigning any reason whatsoever.

4. NOTICES

4.1 A notice or other communication given under or in connection with this Agreement shall be: (i) in writing; (ii) in the English language; and (iii) sent by to the given address and email addresses of both the parties:

4.2 Notwithstanding the foregoing, a notice received on a day other than a business day, or after business hours in the place of receipt, shall be deemed to be given on the next following business day in such place.

5. MISCELLANEOUS

5.1 Entire Agreement

The Parties acknowledge and agree that this MOU constitutes the entire agreement and understanding between the Parties concerning their subject matter and supersedes any prior agreements or understandings concerning this subject matter.

5.2 Force Majeure



Neither Party shall incur any liability due to failure or delay in performance of any obligation caused by Force Majeure, at least for the duration of the Force Majeure; provided, however, that the affected Party shall promptly notify the other of the existence of the Force Majeure and the effect on its ability to perform its obligations, and that the affected Party undertakes all reasonable efforts to mitigate the impact of the Force Majeure on the other Party. If any Force Majeure endures more than 30 (thirty) days, the Parties shall meet and review in good faith the desirability and conditions of this Agreement including its termination shall not have any obligation to make any payment under the Agreement in the event the Services cannot be performed due to the existence of Force Majeure. Each Party shall be entitled to terminate the Agreement any time after such a 30 (thirty) day period.



5.3 Independent contracting parties

The Parties are independent contracting parties and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply in any manner, any partnership, agency, trust, joint venture, or employer-employee relationship between the Parties.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day and year first above written.

<p>Signed and delivered for and on behalf of</p> <p>Name:</p> <p>Title:</p>	<p>Signed and delivered for and on behalf of ELIFECYCLE MANAGEMENT PRIVATE LIMITED</p>   <hr/> <p>Name: Kashyap Devulapally Title: Co-Founder, CCO</p>
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ANNEXURE-1

Positive Value Items

S.No	Category	Basic materials	QTY	UOM
1.	Plastics - Black Plastic	Black Plastic	1	KG
2.	Paper - Cardboard/Corrugated Box	Cardboard/Corrugated Box	1	KG
3.	Paper - Paper cups	Paper cups	1	KG
4.	Paper (A4, Colour, Newspaper)	Kraft	1	KG
5.	Paper - Shredded Paper Mix	Shredded Paper-Mix	1	KG
6.	Paper -Books & magazines	Books & magazines	1	KG
7.	Plastics - PET Bottles	PET Bottles	1	KG
8.	Plastics -Cement Bags	Cement Bags	1	KG
9.	Glass and Glass Bottles	Glass	1	KG
10.	Iron Scrap (MS/SS)	Mix Metal Scrap	1	KG
11.	Aluminium Cans	Beverage cans	1	KG
12.	Copper	Copper	1	KG
13.	Mixed Plastics	HD+LD+PP+PVC+ Others	1	KG
14.	PP	Polypropylene	1	KG
15.	HDPE	Mix HDPE Bottles	1	KG
16.	LDPE	Flexible	1	KG

Negative Value Items (Service Charges Applicable)

S.No	Category	Basic materials	QTY	UOM
1	Plastics - MLP/MLL	MLP/ MLL	1	KG
2	Thermocol, Styrofoam, Glasswool, Gypsum	Thermocol & Styrofoam	1	KG
3	Tetra Pack	Tetra Pack	1	KG

**Any changes in the aforementioned rates shall be mutually discussed and agreed by the Parties.*

