



**Contract No. Green-O-Tech/2019-20/DL121**

**“CONTRACT FOR WASTE PAPER RECYCLING”**

**Between**

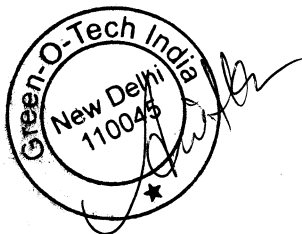
**JANKI DEVI MEMORIAL COLLEGE**

SIR GANGA RAM HOSPITAL MARG  
New Delhi, Delhi 110060

And

**M/s. GREEN-O-TECH INDIA**

B1/13, 3rd Floor, Raghu Nagar,  
Near Janak Cinema, New Delhi-45



**Green-O-Tech India®**

One Step Towards Waste to Wealth®

**Corporate Office : B-1/13, 3rd Floor, Raghu Nagar Near MRF Show Room, New Delhi-110045 (INDIA)**  
**Tel. : +91-78400-24848, 78400-34848, • Email: info@greentech.in • Website : greentechindia.com**

## BARTER AGREEMENT FOR WASTE PAPER RECYCLING

**THIS BARTER AGREEMENT FOR WASTE PAPER RECYCLING** (hereinafter referred to as "**Agreement**") is made and entered into on this 01<sup>ST</sup> day of APRIL, 2019 (hereinafter referred to as "**Effective Date**")

**BY AND BETWEEN**

**BETWEEN**

**Janki Devi Memorial College, University of Delhi**, a college registered under the societies Act, having its office at Sir Ganga Ram Hospital Marg, New Delhi, Delhi 110060, **India** through Authorized Signatory (Hereinafter referred to as the "**First Party**", which term or expression shall unless excluded by a repugnant to the context mean and include their heirs, executors, administrators, legal representatives and assigns) of the one part.

**AND**

**M/s. Green-O-Tech India**, a proprietorship company having office at B1/13, 3rd Floor, Raghu Nagar, Near Janak Cinema, New Delhi-45, through Authorized Signatory (Hereinafter referred to as the "**Second Party**", which term or expression shall unless excluded by a repugnant to the context mean and include their heirs, executors, administrators, legal representatives and assigns) of the second part.

WHEREAS **Janki Devi Memorial College, University of Delhi**, is desirous to get the Waste paper solutions services, as specified by **Janki Devi Memorial College, University of Delhi** which includes the waste paper recovery/ collection from their sites and recycle the same.

AND WHEREAS **M/s. Green-O-Tech India** is involved in the business of Waste paper recycling, which includes the collection of waste from site, recycle the same and deliver specific recycle stationery products (Annexure – I attached).

AND WHEREAS **M/s. Green-O-Tech India** has offered the services to **Janki Devi Memorial College, University of Delhi**, and **Janki Devi Memorial College, University of Delhi**, has agreed to accept such services from **M/s. Green-O-Tech India**, as per the terms and conditions contained hereinafter.

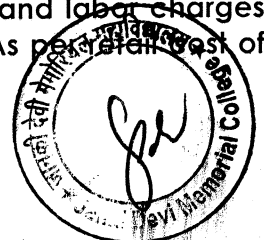
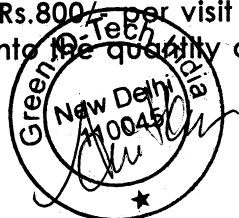
### TERMS AND CONDITIONS

#### Part 1 Term of Agreement:

This agreement shall be made effective from the date mentioned above and shall continue for a limited period of one year. It will be renewed if both parties agree.

#### Part 2 Services:

- Second party shall collect the waste paper from said sites of the First Party and supply recycle stationery products as specified in Annexure-I to the first party.
- Second Party required min. quantity of 300 Kg waste paper in one lot and if there is less than 300 kg then second party will charge Rs.800/- per visit as transportation and labor charges which will be paid by client or adjust into the quantity of free products (As per total cost of these products)..**



- (c) First Party takes responsibility that all the waste paper which they had collected from their site or offices will be properly organized and **collected on one place**.
- (d) First Party assure and take responsibility that the waste paper which they are providing to Second Party for recycling does not include or effected with any kind of acid or chemical or any other thing which directly or indirectly affect human or environment.
- (e) The Second Party shall collect the waste paper as per decided schedule on the bases of mutual understating by both parties and Second party shall deliver the recycled products as per First Party requirement within 10 to 15 working days and if First Party need any customization on products delivery period will increase accordingly.
- (f) The Second Party shall deliver or offer only specific quantity of recycle stationery product (Annexure – I attached) to First Party against waste paper recycled through Second Party. The Second Party shall intimate the First party 15 days before any change in the quantity of free products.

### **Part 3 Other Services**

- a) If First Party recycles 100Kg waste paper, corrugated box and plastic through Second Party then Second Party plants a tree free of cost for First Party (plantation circle is yearly basis)
- b) Location and period for plantation will be defined by second party and first party will be communicated 10 to 15 days before the plantation.
- c) All free products offered by Second Party are without any printing or customization. Such requirements should be chargeable or adjust into the quantity of free products (In single colour printing the quantity of free products reduced by 10% and in multi-colour printing it will reduce by 20%).
- d) In case of customization minimum quantity of any product should be 300 in Nos. and clients have to take first those all customized products, before putting another requirement for any different product.

### **Part 4 Relationship:**

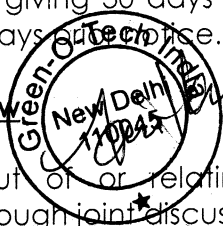
Second Party asserts that it is an independent service provider, which offers its services to other organizations as and when required. This agreement does not constitute joint ventures or agency relationship between Second Party and "First Party". "First Party" agrees that it will have no right to control or direct the details, manners or means which Second Party uses to accomplish the results of services performed.

### **Part 5 Termination:**

"First Party" may terminate this agreement by giving 30 days' notice at any time. Second party may as well terminate this agreement with 30 days notice.

### **Part 6 Settlement of Disputes and Governing Law**

- a) Any disputes and differences arising out of or relating to this Agreement including interpretation of its terms will be resolved through joint discussions of the Head-Administration of the concerned Parties. Any dispute, difference or question that is not resolved through joint discussions, within 15 days of its having arisen, shall be referred to a mutually acceptable sole arbitrator, and if no sole arbitrator is consented to by the parties, then one arbitrator each shall



be appointed by both the parties and presiding arbitrator shall be appointed by the two arbitrators so appointed. The proceedings shall be held in New Delhi, in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under, as amended from time to time. The award of the sole arbitrator/Arbital Tribunal shall be final and binding on the parties.

- e) This agreement shall be governed by and construed in accordance with the laws of India. The Parties agree to the exclusive jurisdiction of the courts located in Delhi.
- f) First Party will not demand for money against the waste paper at any time of period or during settlement, all settlements or disputes will be resolve on the bases and according to the quantity of products which Second Party had offer and accepted by First Party.

**Part 7 Confidentiality:**

Second party didn't take any kind of responsibility/ liability of data or confidential documents. The document which are more confidential for that first party have to get Shredded or tear it into 2-3 pieces before delivering to second party for recycling.

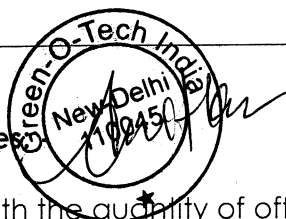
**Part 8 Force Majeure**

Neither Party shall be in breach of its obligations under this Agreement or be liable for delay in performing its obligations hereunder to the extent, such failure or delay to perform its obligations results from storm, lightning, floods, any governmental act, fire, earthquake, explosion, accident, industrial dispute, civil commotion, and other acts of God beyond the control of affected Party ("Force Majeure). The Parties shall use all reasonable endeavors to minimize any such delay caused due to Force Majeure event, upon cessation of the event, giving rise to delay, the Parties shall insofar, as may be practicable under the circumstances, complete performance of their respective obligations hereunder.

**Part 9 Amendment**

No variation, amendment, modification or addition to this Agreement shall be effective or binding on either of the Parties unless set forth in writing and executed by them through their authorized representatives.

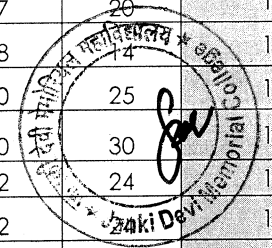
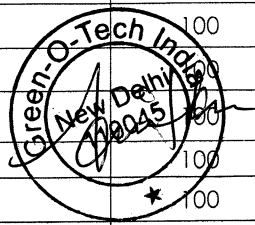
Type of Waste Paper	Its Category
White Office Paper Old Records (White Paper in recyclable condition), Answer Sheet	A
Notebook & Books Magazines & Brochures, Newspaper, Shredded White Paper (Long Strips)	B
corrugated box /Cartoon Boxes, Mixed Paper (In recyclable condition), Shredded White Paper (Medium Strips)	C



Annexure are enclosed for use at concerted places

Annexure – I List of Products offers along with the quantity of offer products

Nature of Product	Product name	Volume of pick up (kg)	Free Product Quantity (NOS)			Tree Points on 100 kg
			A	B	C	
Conference Pad	Conference Pad 5 pages	100	110	80	40	1
	Conference Pad 10 pages	100	100	70	35	1
	Conference Pad 15 pages	100	90	65	33	1
	Conference Pad 20 pages	100	85	60	30	1
Spiral Pad	Spiral Pad (60 pages), A5 size	100	50	40	28	1
	Spiral Pad (80 pages), A5 size	100	43	35	25	1
Spiral Book	Spiral Book (60 pages), A6 size	100	43	35	25	1
	Spiral Book (80 pages), A6 size	100	40	33	20	1
	Spiral Book (80 pages), A4 size	100	27	20	10	1
file	Cobra File	100	60	45	30	1
Copier Paper 75 GSM (Reams)	Copier Paper 75 GSM (Reams)	100	5	4	3	1
Pen	Eco Pen- Ball G-9	100	125	95	75	1
	Seed Pen G-10	100	100	75	60	1
	Eco Pen-Plastic Free G-11	100	95	70	66	1
	Eco Seed Pen-Plastic Free G-11s	100	80	60	45	1
Eco diary	Eco Spiral Diary	100	15	10	8	1
	Paper Pen Stand	100	17	11	8	1
	Slip Box	100	10	7	5	1
	Tea Coaster (6 Pcs. Set)	100	30	20	13	1
Penciles	Pencil Green Angel	100	240	180	120	1
	Seed pencil	100	120	80	60	1
(Paper Envelops)	Standard (4.5X10") White (Paper Envelops)	100	600	400	350	1
	Standard (4.5X10") Brown(Paper Envelops)	100	600	400	350	1
	Standard (5X11") yellow (Paper Envelops)	100	480	320	285	1
	A4 Size (10 X 12") White (Paper Envelops)	100	350	250	225	1
	A4 Size (10 X 12") Brown(Paper Envelops)	100	400	265	235	1
	A4 Size (10 X 12") Yellow(Paper Envelops)	100	300	200	180	1
Ans.sheet	6 sheets	100	250	180	162	1
	4 sheets	100	330	270	253	1
	2 sheets	100	570	435	379	1
Note book regular	note book 120 pages (eco kids)	100	47	37	18	1
	note book 100 pages (eco kids)	100	51	41	19	1
	note book 80 pages (eco kids)	100	55	45	21	1
Eco Sticky	stickys multi color 3x3	100	34	27	20	1
	stickys single color 3x3	100	34	27	20	1
	stickys single color 3x4	100	23	18	14	1
	stickys multi color 3x2	100	45	30	25	1
Markers	Permanent ER Marker Pen- BM-101	100	50	40	30	1
	Permanent ER Marker Pen : BM- 100	100	40	32	24	1
	Whiteboard Marker Pen: BM-111	100	40	32	24	1
	Whiteboard Marker Pen : BM-40	100	50	40	30	1



	Hi-liter MarkerPen- BM-52R	100	50	40	30	1
	BM OHP & CD Marker Pen :BM-30	100	100	80	60	1
JUTE BAGS	Size-10x12x5"	100	18	14	9	1
	Size-12x15x5"	100	16	12	8	1
CANVAS BAGS	Size-16x13x5	100	14	10	7	1
	SIZE-12X15"	100	21	16	10	1
	SIZE-12X10"	100	28	21	14	1

This Agreement has been executed by authorized signatories of the respective parties on the date and year first written above.

*Swati Pal*

**"First Party" Sign**

Signed:

Name : Prof. Swati Pal

Title: Principal

Date: 01<sup>st</sup> April, 2019



**"Second Party" Sign**

Signed:

Name: Amit

Title : Manager (Marketing)

Date: 01<sup>st</sup> April, 2019

