



महाराष्ट्र शासनाचे कार्यालय - मुंबई - २०१९ - किमती

VM 818165

मुद्रांक विकत घेणाऱ्यांचे नाव श्री अमोलक जैन विद्या प्रसार मंडळचे शांती महाविद्यालय
व राहियाशी पत्ता - सांगर - हंगलकुमार - धावुलगाव पोस्टल

७५८०

नोंद वही अनु.क

27 SEP 2019

मुद्रांक विकत घेणाऱ्याची सही हस्ते सतिश पोस्टलगाव चोरडिया

S.P.M.B.

सो.शाशा दिनकर दाणी

मुद्रांक विक्रेता प.क्र.८४

कडा.ता.आष्टी जि.बीड



CONTINUATION MEMORANDUM OF UNDERSTANDING

Agreement for Disposal of E waste

This MEMORANDUM OF UNDERSTANDING for disposal of E-waste is made at KADA on MONDAY 28 SEPTEMBER 2019. between: Smt. S. K. Gandhi Arts, Amolak Science & P.H. Gandhi Commerce College Kada, Tal. Ashti. Dist. Beed. And Shree Computer, Kada, a shop having registered office at Branch No.1 Dhamangaon Road, Saishraddha Complex G-2, Kada, Tal- Ashti Dist- Beed (hereinafter referred to as 'the Vendor which the expression shall unless repugnant to the context and meaning thereof mean and include its successors and permitted assigns) of the One Part and : Smt. S. K. Gandhi Arts, Amolak Science & P.H. Gandhi Commerce College Kada a registered institute/college at Kada of the Other Part

Each is a "Party" to this Agreement and comprises the "Parties" to the Agreement.

WHEREAS-

1. An institute/college is engaged in providing various education to students and generate wastes such as Desktops, Servers, Laptops, Printers, Keyboards, Mouse, Wires, Headphone etc. while carrying out different educational and office activities (hereinafter referred to as "E-waste" and more particularly specified in Annexure-I hereto) and intends to dispose the said E-waste generated as per guidelines of the Central Pollution Control Board, Ministry of Environment & Forests.

2. The Vendor has represented that it is a certified E-waste disposal agency

3. Upon the representations of the Vendor, the Institute/college has agreed to appoint the Vendor and the Vendor has agreed to take charge of the said e-waste and collect, remove and dispose the same (hereinafter referred to as the "Premises") in the manner prescribed by the concerned authorities on the following terms and conditions agreed to between the parties.

NOW, THEREFORE, In consideration of the foregoing, the Parties hereby agree as follows:

1. Scope of Services

a. The institute/college agrees to provide E-waste and the Vendor agrees to take charge of the E-waste as specified in Annexure I.

b. The institute/college shall, at its sole discretion, send written intimation to the Vendor either at a specified interval of time or whenever specified quantity of E- waste is generated to collect the E-waste. The said E-waste shall be collected from the institute/college premises by the Vendor within 30 working days of intimation by the institute/college or any other period as required by the Company. It will be the responsibility of the Vendor to collect the same from the Premises and have the same transported from Premises of the institute/college to the Vendor's facility at its own costs & expenses in accordance with the guidelines and procedures prescribed by applicable authorities/laws and instructions of the institute/college.

c. The Parties hereby agree that the ownership and risk of loss of the said E-waste will transfer from institute/college to Vendor upon delivery of the same to Vendor in the institute/college Premises

2. Representation, warranties and undertakings of the Vendor-

a. The Vendor hereby agrees to share MIS report & respective update on activity on E-waste disposal till the final disposal of such E-waste.

b. The Vendor hereby agrees that it shall pick material from institute/college Premises as per shared list by institute/college without any cost and shall ensure that proper documentation of the same is done as required under the applicable laws/rules/regulations

c The Vendor agrees that when the E-waste comprises of Hard Disk(s), it shall be destroyed by the Vendor.

e. Vendor represents and warrants that its licenses pertaining to E-waste are currently valid and further undertakes to maintain the said licenses (and any other licenses/permissions that may from time to time be required to perform its obligations hereunder) valid throughout the term of this Agreement.

f. The Vendor undertakes that its representative shall inspect the said E-waste before the said E-waste is collected from the institute/college Premises in order to verify that it is as per specification mentioned in the Annexure I.

g. The Vendor hereby undertakes that it shall be responsibility of the Vendor for safe & secured transition of the E-waste collected from the College Premises to the destination of the Vendor.

h. The Vendor further undertakes that the responsibility of safe & secured storage, segregation, recycling, extraction, destruction, disposal of the E-waste will be that of the Vendor as per the guidelines of the Central and relevant State Pollution Control Board and other authorities.

3. Term

The duration of the Agreement shall be 5 years from the date hereof, unless it is terminated earlier as hereinafter provided. On the expiration of the said period, the Agreement shall stand terminated and may be renewed by the Parties with mutual consent at any time during the pendency of the agreement or even after.

4. Termination

If any Party hereto commits breach of any terms of this agreement the other party will be entitled to give notice to the other party to rectify the breach within 7 days of the receipt of notice and if breach is not rectified then the party giving notice shall be entitled to terminate this Agreement

a) This Agreement will also stand terminated if

(i) either party goes into liquidation, voluntary or compulsory or (ii) either party feels that the continuance of the agreement is prejudicial to the business of the party for any reason, in such case this agreement can be terminated by either party by giving two months' notice in writing to the other party.

(iii) Vendor breaches any of the terms, conditions and/or its obligations under the Agreement and the same if not rectified within 3 days to the satisfaction of the Company.

6. Indemnity

Vendor undertakes to indemnify and keep institute/college fully indemnified, compensated and harmless at all times from and against any action, suits, claims, proceedings, damages, liability, losses, expenses or costs on account of any breach by Vendor of its obligations and responsibilities or breach of any term hereof or breach of any warranty or by reason violation of any present or future law, guideline, rule or regulation or on account of unauthorized acts, fraud, negligence, misconduct, misrepresentation, any act, omission, commission, deed or thing done by Vendor or its employees/ representatives or otherwise.

7. Confidential Information

Vendor acknowledges and agrees that all it shall throughout the term of this Agreement and even thereafter ensure any information pertaining to the institute/college which is acquired by it in the course of acquiring the E-waste which is specified by the College as Confidential information (hereinafter "Confidential Information") is not to be used or permitted to be used in any manner incompatible or inconsistent with that authorized by the institute/college. It shall use such Confidential Information only for the purpose for which it was disclosed by the institute/college and shall not use or exploit such Confidential information for its own benefit or the benefit of

another; it shall protect the Confidential Information against disclosure to third parties in the same manner and with the same degree of care, but not less than a reasonable degree of care, with which it protects its confidential information of similar importance; and limit disclosure of Confidential Information received under this Agreement to persons within its organization who have a need to know such Confidential Information in the course of the performance of their duties for the purpose of this Agreement and who are bound to protect the confidentiality of such Confidential Information under a written agreement having terms similar to the terms hereof.

8 Governing Law and Dispute Resolution:

a. This Agreement shall be governed by the laws of India and the Courts in Beed alone shall have jurisdiction.

9. General

a. Assignment: Neither this Agreement nor the performance of any obligation hereunder can be assigned, delegated or otherwise transferred by Vendor to any person without prior written consent of the College/institute.

b. Entire understanding: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, whether written or oral, relating to the same subject matter. No modification, amendment or supplement to this Agreement shall be effective for any purpose unless in writing, signed by each party.

c. Waiver: The waiver of any term, condition, or provision of this Agreement by institute/college or Vendor must be in writing. No such waiver shall be construed as a waiver of any other term, condition, or provision except as provided in writing, nor as a waiver of any subsequent breach of the same term, condition, or provision.

d. Notices: All notices under this Agreement shall be in writing, and shall be sufficiently communicated if delivered in person or by courier service, sent by facsimile (followed by the mailing of a hard copy by regular mail) or by registered mail, to the recipient at the following respective address of Parties. Notices shall be deemed to have been received if delivered in person, on the same day; if sent by facsimile, 24 hours after transmission; or if sent by registered mail, five (5) days after deposit into the mail system.

e. Principal to Principal Agreement- The relationship of Parties established by this Agreement is that of independent contractors, and nothing in this Agreement shall be construed: (1) to give either party the power to direct or control the daily activities of the other party; (2) to constitute the parties as employer and employee, principal and agent, partners, joint ventures, co-owners or otherwise as participants in a joint undertaking; or (3) to allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.

f. Counterparts: The Agreement is executed in duplicate and one copy will be retained by the institute/college and the other by Vendor each of which shall be deemed an original, but both of which shall together constitute one and the same Instrument.

g. Exclusive arrangement: The institute/college confirm that it will maintain this exclusive arrangement with Vendor during the period of continuity of this agreement for handling E-waste

generated at its present offices across India and new additions during the period of this agreement in force.

IN WITNESS WHEREOF, this MOI shall be executed by the Parties through a duly authorized representative and shall be effective as at the date of last signing.

For **Smt. S. K. Gandhi Arts, Amolak Science & P.H. Gandhi Commerce College, Kada**

Signed:

Name:

Designation:

Date:.


Principal

**Shri Amolak Jain Vidya Prasarak Mandal's
Shrimati Shantabai Kantilal Gandhi
Arts, Amolak Science, Panalal Hiralal
Gandhi Commerce College
Kada, Tal.Ashti, Dist.Beed**



For **Shree Computer, Kada**

Signed:

Name:

Designation: **DIRECTOR**
Mangaon Road, Adhar Hospital
Saishraddha Complex, Kada
Mo.-9970992021

Date:.


Shree Computer's

Witness to **Smt. S. K. Gandhi Arts, Amolak Science & P.H. Gandhi Commerce College, Kada**

Signature:

Name:

Designation:.

Date:

Witness to **Shree Computer, Kada**

Signature:

Name: **Satyam Bapu Pawar**

Designation:.

Date:

30/09/2019



VENDOR SEAL

Annexure-I

List of e-waste generated

DESKTOP
LAPTOP
MOBILE
ELECTRONIC GADGETS
PRINTER
SCANNER
POWER SUPPLY
CHARGERS
HEADPHONES
PCBS AND ELECTRONIC COMPONENTS
SMPS
STABILIZERS
KEYBOARDS
MOUSE