



SHREE SADGURU VAMANBABA MAHARAJ SHIKSHAN PRASAPAK MANDAL'S  
**EKNATH B. MADHAVI SENIOR COLLEGE  
OF ARTS, COMMERCE AND SCIENCE.**

(Affiliated to University of Mumbai)

Ayre Road, Dombivli (East) 421 201, Dist. Thane. Ph. No. : 0251 - 2431 606

## E-WASTE DISPOSAL AGREEMENT

This E-waste Disposal Agreement ("Agreement") is made on 03-02-2017 by and between EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE located at Dombivli Dist- Thane.. which expression shall unless repugnant to the context include its legal/authorized representatives, administrators, executors, nominees, successors and permitted assigns) of the first part;

AND

M/S. Step - In Computers & Services having its registered Office at 05, Janmani Apartment, Near Vasudev Patil nagar, Kalyan- Bhiwandi Road, Kon Goan, Kalyan representatives, administrators, executors, nominees, successors and permitted assigns) of the second part.

Whereas EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE, has IT and all electrical, electronic products/ service related hardware material or any other material as may be specified by EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE, (the "Material" as hereinafter defined) that it may from time to time wish to dispose of, and M/S. Step - In Computers & Services desires to execute a complete dismantling & disposal program on behalf of .

Therefore, EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE, shall provide, and M/S. Step - In Computers & Services shall dismantle & dispose off the Material in accordance with the following terms of this Agreement:

1. **Waste Material** - Waste Material is hereinafter defined as waste of all forms of electronics equipments, IT equipments like Desktops, Monitor, Laptop. Servers, Modems and converters, Multiplexes, Switches, XDSLs, ADSL, Wireless radio, DCME, Backhaul Optimization, Optical, CPE telecommunications equipments, including but not limited to e- waste in the form of laptops, desktops, servers, network personal equipments, monitors, telephony, printers, faxes, copiers, data assistants process control equipment, server towers, server racks, scanners, batteries, server battery backups, uninterruptible power supplies, electronic storage media and all accessories and peripherals for above mentioned equipments including toners which EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE, may want to





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recycle. Waste Material specifically excludes equipments containing radioactive materials, free flowing liquids, chlorofluorocarbons, polychlorinated biphenyls, or other "Hazardous Wastes".

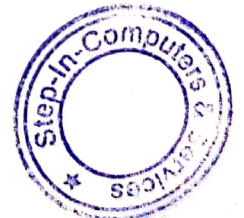
**2. Services- M/S. Step - In Computers & Services** shall provide following services to collection, transportation and destruction of Waste Material from various locations of EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE, EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE, will notify M/S. Step - In Computers & Services for pick up as per the accumulation of WEEE (Waste Electrical and Electronic Equipment) with different locations pan India, collection of the Material, within 10 working days or case to case from date of notice duly informed by EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE by an authorized representatives M/S. Step - In Computers & Services shall destruct the entire quantity of Material within 15 working days of receipt of material. EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE's authorized representative may also witness the destruction at M/S. Step - In Computers & Services facility on request. M/S. Step - In Computers & Services shall provide to EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE written confirmation by "certificate of destruction".

**3. Payment- M/S. Step - In Computers & Services** shall bear all handling costs for the Waste Material collected from EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE in full and all costs associated with the provision of the Services rendered. M/S. Step - In Computers & Services shall pay to EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE, for the e-waste collected from EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE.

**4. M/S. Step - In Computers & Services Representation and Warranties –**

**4.1** In the performance of all Services to be provided hereunder, M/S. Step - In Computers & Services agrees to comply with all applicable permits, all central, state, and local laws, regulations and ordinances and all duly constituted authorities. Upon request of EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE, M/S. Step - In Computers & Services shall furnish copies thereof in advance. M/S. Step - In Computers & Services hereby specifically agrees and confirms that it is fully compliant to undertake this work from EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE in terms of the "E-waste (Management and Handling) Rules, 2011" and it possesses all the certificates mentioned under the said Rules.

**4.2** M/S. Step - In Computers & Services will be responsible for the statutory compliances including environmental compliances pertaining to the activities and Services mentioned above,





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"E-waste (Management and Handling) Rules, 2011" and EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE will not in any way be responsible for the same once the Waste Material is handed over by EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE to M/S. Step - In Computers & Services

4.3 M/S. Step - In Computers & Services has obtained all necessary permits, licenses and other central, state or local authorizations required to perform the Services and upon request of EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE, M/S. Step - In Computers & Services shall also furnish copies thereof to EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE.

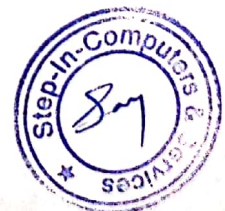
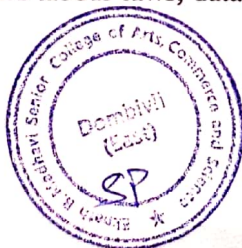
4.4 M/S. Step - In Computers & Services shall keep and retain adequate books and records and other documentation consistent with and for the periods required by applicable regulatory requirements and guidelines pertaining to performance of the Services required by this Agreement. Said records, books and documentation relevant to the above-said purpose shall be available for inspection by EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE upon reasonable advance notice.

4.5 M/S. Step - In Computers & Services shall not resell the Waste Material in the original form which has been collected from EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE except after totally destroying the Waste Material.

4.6 M/S. Step - In Computers & Services agrees and undertakes to indemnify EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE for any liability, claims including third party claims, legal actions against EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE or any of its Directors/employees, arising out of any negligent action or wilful misconduct by M/S. Step - In Computers & Services also agrees to indemnify EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE and its Directors/employees from and against all losses, actions, proceedings, claims, demands, costs, wards, and damages however arising, directly or indirectly, as a result of breach of this Agreement by it.

4.7 M/S. Step - In Computers & Services shall comply at its own expense with all applicable local, national, regional laws ordinances, regulations, codes, standards, directives and agreements to the extent that any of them have the force of law, as applicable.

In addition, M/S. Step - In Computers & Services shall comply at their own expense with all laws, ordinances and/or directives of India, as they relate to the Universal Declaration of Human Rights, Child labour laws, data privacy laws, criminal reporting laws, environmental health and





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safety laws or any similar laws in performance of its obligations under this Agreement. M/S. Step - In Computers & Services shall also comply with at its own expense any applicable law/ rules of any international authority, if applicable, pertaining to the mentioned services.

M/S. Step - In Computers & Services will be fully responsible for the personnel deployed by it for providing the Services to EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE.

4.8 As an integral part of this Agreement, M/S. Step - In Computers & Services hereby represents that they or any of their officials or representatives shall not give or promise to give any money or gift to any employee / official of EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE to influence its decisions regarding this Agreement, nor shall they exert or utilize any unlawful influence to solicit or secure this Agreement through a promise to pay a commission, percentage, brokerage or contingent fee. Further, M/S. Step - In Computers & Services warrants that they shall not give or promise any such money or gift, or exert or utilize such unlawful influence during the term of this Agreement or to secure or solicit any extension thereof. It is agreed that breach of this representation and warranty clause by M/S. Step - In Computers & Services shall be sufficient grounds for EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE to immediately terminate this Agreement, besides taking other legal recourse. Breach of this clause shall also be sufficient ground for EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE to file legal actions as may be necessary. Breach of this clause shall also be sufficient ground for EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE to stop/withdraw all instructions for Services and demand payment for Services rendered till date and also file legal actions as may be necessary. Further, in the event it is found that M/S. Step - In Computers & Services or its employees have worked in liaison with any of EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE's employees with the intention to defraud, then in that event this Agreement may be terminated by EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE. M/S. Step - In Computers & Services shall immediately inform EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE of any incident whereby any of EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE employee/s approaches M/S. Step - In Computers & Services and/or its employees with the intention of colluding to commit any acts to defraud EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE failing which M/S Step - In Computers & Services will be deemed to be a party to such fraud and liable for any loss or damage caused to EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE by the commission of such acts.





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4.9 M/S. Step - In Computers & Services shall ensure that the Waste Material is transported safely and there is no leakage during transit.

4.10 M/S. Step - In Computers & Services confirms and warrants that the Waste Material so collected by it under this Agreement shall not be misused by it directly or indirectly or dealt with in any other manner other than as expressly stated in this Agreement, and agrees to indemnify EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE in case such representation/warranties of M/S. Step - In Computers & Services are breached.

4.11 M/S. Step - In Computers & Services shall ensure that all government approvals, statutory compliances as per E Waste Rules as mentioned above and QEHS Quality, Environment, Health and Safety standards.

4.12 M/S. Step - In Computers & Services shall also assist EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE in maintaining records, statutorily required to be maintained in terms of the above mentioned E-waste Rules, pertaining to e-waste collected from EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE.

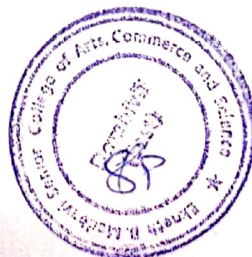
#### **4A BUSINESS CONTINUITY MANAGEMENT PLAN**

a) M/S. Step - In Computers & Services shall ensure that at all times it has in place and is able to implement a business continuity and disaster recovery plan which will ensure the continued performance and operational resilience of the Services/ deliverables provided by M/S. Step - In Computers & Services

b) M/S. Step - In Computers & Services shall be open to the audit of its business continuity arrangements by EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE and when required by EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE.

#### **5 EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE Representations and Warranties**

5.1 EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE has free and unencumbered title to all Waste Material delivered to M/S. Step - In Computers & Services pursuant to this Agreement.





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**5.2 EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE** shall not knowingly ship Hazardous Wastes to M/S. Step - In Computers & Services pursuant to this Agreement. In the event Hazardous Wastes are identified upon receipt at M/S. Step - In Computers & Services or during subsequent processing, such substances (as mentioned in Annexure-1) shall be quarantined, in manner sufficient to reasonably protect human health and real and personal property. M/S. Step - In Computers & Services will notify EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE of identified substances and assist EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE in the resolution and proper disposition of the substances, including lawful packaging, labeling and disposal. EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE will be solely responsible for all related costs. Any decision in this regard will be taken after obtaining approval from EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE.

**5.3 EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE** shall issue all proper dispatch documents (invoices, gate pass, declarations, sales tax forms etc), where applicable, and Form 13 as per the hazardous waste manifest for transportation along with the Waste Material authorization and ownership transfer letter for transport.

**6. Term** - This agreement shall be in force for 1 year from the date of execution hereof ("the effective date") unless and until terminated in a manner set forth in paragraph 8.2 below or as provided for elsewhere in the Agreement. This Agreement may however be terminated by EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE at any time during the term, without giving any advance notice to M/S. Step - In Computers & Services in case M/S. Step - In Computers & Services fails to comply with its obligations under this Agreement.

**7. Independent Contractor** - In furnishing Services pursuant to this Agreement, M/S. MAX WEB SOLUTIONS will at all times be acting as an independent contractor and this Agreement will not be construed to create any association, partnership, joint venture, relation of principal and agent or employer and employee between EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE and M/S. Step - In Computers & Services or its agents.

**8. Miscellaneous -**

**8.1** All services performed by M/S. MAX WEB SOLUTIONS for EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE while this Agreement is in





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effect shall be subject to provisions of this agreement unless otherwise agreed in writing before the performance of such services is started.

**8.2** This Agreement may be terminated at any time by EKNATH B. MADHAVI SENIOR COLLEGE OF ARTS, COMMERCE AND SCIENCE for M/S. MAX WEB SOLUTIONS, upon 30 days' written notice to the other party. In the event of such termination, the parties will be paid for services performed or amounts due for Waste Material processed up to the date of such termination and not thereafter.

**8.3** If any provision of this Agreement is held invalid or unenforceable, then it shall be considered severable (only to the extent necessary) and the remaining provisions will not be impaired and this Agreement will be interpreted as far as possible to give effect to its stated purpose.

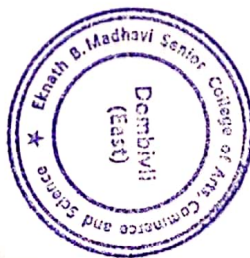
**8.5** This Agreement constitutes and fully expresses the entire and only agreement between the parties with respect to the subject matter hereof, all prior and collateral understandings, agreements and promises with respect thereto are considered merged herein, This Agreement may not be modified, waived, or extended unless mutually agreed to in writing, and it may not be terminated except as provided above. A waiver by either party of any terms and conditions of this Agreement in one or more instances will not constitute a permanent waiver of such terms and conditions unless so stated in writing.

**8.6** This Agreement will be applicable e-waste facilities of M/S. Step - In Computers & Services fully operational throughout India under the trading name of M/S. Step - In Computers & Services having its registered Office at Sr.No. 69, Hissa No.15, Mahamadiya Estate, Mumbra Panvel road, Village Pimpri, Post. Dahisar, Dist. Thane.

**8.7 Confidentiality:** Each of the parties shall hold in confidence all documents and other information, whether technical or commercial which has come to its knowledge and which has been supplied to it by or on behalf of the other party. None of the parties shall disclose any such information to any outsider/ third party except with the prior written consent of other party.

**8.8 Assignment of the Agreement:** No party can assign this Agreement to any third party without obtaining the prior written consent of the other party.

**8.9 Resolution of Disputes:** The parties shall endeavor to resolve any problem or divergence resulting from the interpretation or application of this Agreement in a spirit of co- operation and mutual understanding.





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In the event of any dispute or difference arising out of /relating to this Agreement between the parties, the same shall be settled by arbitration in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.

The arbitration proceedings shall be conducted in English language and the venue of the arbitration shall be New Delhi. The venue may be changed with the consent of both the parties in writing. The sole arbitrator for this purpose would be mutually agreed upon.

**8.10 Governing Law:** The rights and obligations of the parties under or pursuant to this Agreement shall be governed by and construed according to the laws of India.

**8.11 Jurisdiction of courts:** Courts in NCT of Mumbai alone will have jurisdiction pertaining to all disputes arising out of or relating to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

For and on behalf of

M/S. Step - In Computers & Services  
05, Janmani Apartment,  
Near Vasudev Patil nagar,  
Kalyan- Bhiwandi Road, Kon Goan, Kalyan  
Witnesses

1. <sup>Skambale</sup> Subas. Kambale.  
SriRam Computers  
Dombivli

For and on behalf of

EKNATH B. MADHAVI SENIOR COLLEGE OF  
ARTS, COMMERCE AND SCIENCE  
Ayre Road, Dombivili East  
Near Ayyappa Mandir

2. <sup>Patil.</sup> Sunil Patil  
Asst Professor  
BEST DEPT

Annexure - 1

