

## **KULDEEP E-WASTE DISPOSALS**

MPCB Authorised eWaste Management Company

## MOU FOR E-WASTE, GLASS, NON-BIODEGRADABLE WASTE DISPOSAL

The MOU executed at Pune on this 1st Day of January 2019 to 31st December 2025 between

Bharatiya Jain Sanghatana's Arts, Science, Commerce College Wagholi Pune-412207 as an Educational Institution, Pune Nagar Road Bakori Phata, Wagholi, Pune of the first part

And

M/s. Kuldeep E-Waste Disposals ,having business address at Sr.no.66/18/4, Near Ayappa Swami Temple Santosh Nagar, Katraj,Pune-411046 (hereinafter referred to as " Service Provider" which expression shall mean and include its partners, successor's and assigns) of the other party.

WHEREAS Bharatiya Jain Sanghatana's Arts, Science, Commerce College Wagholi Pune-412207 is having Pune Nagar Road Bakori Phata, Wagholi Taluka Haveli, Dist: Pune Maharashtra, India (and it desires to engage M/s Kuldeep E-Waste Disposals to provide E-Waste, Glass, Non-biodegradable waste collection, carriage and disposal services to Bharatiya Jain Sanghatana's Arts, Science, Commerce College Wagholi Pune.

WHEREAS the "Service Provider "has expressed its capability and willingness to offer the above said services to Bharatiya Jain Sanghatana's Arts, Science, Commerce College Wagholi Pune-412207



Therefore the parties do hereby agree and enter into this MOU on the following terms and conditions:

- The Service Provider hereby agrees to provide services to Bharatiya Jain Sanghatana's Arts, Science, Commerce College Wagholi Pune-412207 of efficient collection, carriage and disposal of E-Waste, Glass, Non-biodegradable waste of Bharatiya Jain Sanghatana's Arts, Science, Commerce College Wagholi Pune-412207 The Service Provider shall visit BJS ASC College Pune on quarterly basis, if required by BJS ASC College Pune, and collect and carry away all the E-Waste, Glass, Non-biodegradable waste and dispose it off as required by the government or local laws.
- 2. The Service Provider shall make an entry in Bharatiya Jain Sanghatana's Arts, Science, Commerce College Wagholi Pune-412207 log book for its visits which shall be required to be countersigned by an authorized officer of Bharatiya Jain Sanghatana's Arts, Science, Commerce College Wagholi Pune-412207 The Service Provider will pay to Bharatiya Jain Sanghatana's Arts, Science, Commerce College Wagholi Pune-412207 Rs. 20/kg for all Types miscellaneous IT and Electronic Equipments. Immediate payment shall be made to Bharatiya Jain Sanghatana's Arts, Science, Commerce College Wagholi Pune-412207 on collection of E-Waste, Glass, Non-biodegradable waste as per agreed rate. Any increase in rate shall be communicated in writing.
- 3. It shall be the responsibility of the Service Provider to bring in with him the equipment's, instruments, tools, staff and required hardware to be used by him in fulfilling his duties under this agreement and Bharatiya Jain Sanghatana's Arts, Science, Commerce College Wagholi Pune-412207 shall, in no manner, be responsible for the cost, maintenance or reimbursement to the Service Provider for those equipment's etc.
- 4. The Service Provider shall take all statutory and regulatory approvals required under various labour, environmental or local laws applicable for providing the services under this agreement and Bharatiya Jain Sanghatana's Arts, Science, Commerce College Wagholi Pune-412207 shall not be, in any manner, responsible for any noncompliance on the part of the Service Provider.
- 5. The Service Provider shall at all time work diligently and efficiently and make endeavours to perform its duties in an environment-friendly manner and dispose off the E-Waste, Glass, Non-biodegradable waste as per the guidelines issued by MPCB and ensure the safety and health of the people/ environment/ surrounding of the area where it would be carrying on its work under this agreement.

- 6. The Service Provider shall provide competent personnel/staff having good skill, experience and expertise in E-Waste, Glass,Non-biodegradable waste collection, carriage and disposal services. The Service Provider shall be liable to the Bharatiya Jain Sanghatana's Arts, Science, Commerce College Wagholi Pune-412207 for the conduct and behaviour of the personal/ staff provided by it.
- 7. The Service Provider shall bring its own vehicle; use all the safety equipments/ safety measures required for providing its services under this agreement and Bharatiya Jain Sanghatana's Arts, Science, Commerce College Wagholi Pune-412207 shall be in no manner responsible for any untoward incident happening due to failure on account of Service Provider to follow Safety measures.
- 8. Bharatiya Jain Sanghatana's Arts, Science, Commerce College Wagholi Pune-412207 shall be in no manner responsible for any situation arising due to failure in taking precautions/ safety measures; using safety equipment's or for the happening of any untoward incident or any other physical or health related harm done to the personnel or property of LHP or the Service Provider.
- 9. A right for changing of days/ timings of the visits is reserved with Bharatiya Jain Sanghatana's Arts, Science, Commerce College Wagholi Pune-412207. This contract shall be valid for a Lifetime and shall be liable to be terminated by either party with a notice of one month or may be extended by the mutual agreement of the parties in writing.
- 10. The Service Provider shall not transfer or assign this Agreement or any right or obligation under it, by operation of law or otherwise, to any other entity without Bharatiya Jain Sanghatana's Arts, Science, Commerce College Wagholi Pune-412207 written permission.
- 11. In the event of any dispute or difference arising out of this Agreement between the parties hereto, the same be referred to an Arbitrator. The parties do hereby agree that the Partner of Bharatiya Jain Sanghatana's Arts, Science, Commerce College Wagholi Pune-412207 shall be the Arbitrator. The venue of the Arbitration shall be in Pune.
- The Company should be paid to service provider Rupees 15000/- (Excluding all taxes) for 5 years and Non-refundable membership charges.
- 13. It will be the sole responsibility of Service Provider to comply with the guidelines issued by MPCB under E-Waste, Glass, Non-biodegradable (Management) Rules 2016 and conditions mentioned in Letter of Authorization issued to Service Provider by MPCB vide letter bearing Consent number 0000119061/CR/2202001098.

- 14. This agreement shall be governed by the laws of India. All matters arising out of the agreement shall be subject to the jurisdiction of Courts at Pune, India only.
- 15. With the signing of this agreement, all prior understandings expressed, or implied and agreements verbal or written stands terminated, and its effects stand null and void.

IN WITNESS WHEREOF, the authorized representatives of the parties have hereto set their hands upon the date, month and the year first above written.

For Bharatiya Jain Sanghatana's Arts, Science, Commerce College Wagholi Pune-412207

For KULDEEP E-WASTE DISPOSALS

Dr. Sanjay Gaikwad

I/C Principal B.J.S. A.S.C. College

Wagholi, Pune- 412207.

Ashok Bharaskar

(Proprietor)