



Bharatiya Vidya Bhavan's
Sardar Patel College of Engineering
(A Government aided autonomous institute)



E-WASTE MANAGEMENT AGREEMENT

This Agreement entered into on 09th June 2022 as the "E-Waste Management agreement" by and between Sardar-Patel College Of Engineering having an office at (Bhavan's Campus, Munshi Nagar, Andheri West, Mumbai, Maharashtra 400058), here in after called "Sardar Patel College Of Engineering" and Threco Recycling LLP, having its office at D-402 Remi Bizcourt, Shah Industrial Estate, Off Veera Desai Road, Andheri West, Mumbai 400053, here in after called "Threco".

Whereas SPCE has identified E-waste (E-waste as per E-waste Management Rules, 2018) that it may from time to time wish to recycle, and Threco desires to execute a complete waste management program on behalf of the Organisation to process the E-waste.

THEREFORE, SPCE shall provide, and Threco shall recycle the Material in accordance with the following terms of this Agreement:

1. Material:

Material is hereinafter defined as E-waste (E-waste as per E-waste Management Rules, 2018). The material specifically excludes equipment containing radioactive materials, free-flowing liquids, chlorofluorocarbons, polychlorinated biphenyls, or other "Hazardous Wastes". Threco reserves the right to deny pick up of any E-waste as it may deem fit.

2. Services:

- 2.1. Threco will ensure the E-waste picked up by Organisation is disposed of in a compliant manner.
- 2.2. Disposal Certificate, for the applicable material, will be provided to Organisation within 3 weeks from the date of receipt of material at the facility.
- 2.3 Cost of transportation will be borne by Threco.
- 2.4. Threco will also ensure the recycling of used paper.

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3. Payment/Charges

- 3.1 Threco will dispose of and pick up the E-waste and pay Organisation as per unit rate mentioned below for the listed items and Rs.12 (inclusive of all taxes) per kg of other E-waste (excluding batteries, cartridges and toners, tube lights, and bulbs).
- 3.2 If the quantity of E-waste collected is 500kg or more for a single pick-up the amount payable would be Rs.15 (inclusive of all taxes) per kg.
- 3.3. Batteries, Toners, Cartridges, Tube Lights and Bulbs are negative items and Threco shall not pay anything for these items but will ensure that they are disposed off in the most eco-friendly manner.
- 3.4 Threco will be glad to conduct an online/ offline awareness/ training program on E-waste at a nominal charge of Rs.1500 per session.
- 3.5 Site visit at the e-waste recycling facility would also be conducted.

4. Threco Representation and Warranties:

- 4.1 In the performance of all Services to be provided hereunder, Threco agrees to comply with all applicable permits, all central, state, and local laws, regulations and ordinances and all duly constituted authorities.
- 4.2 Threco will be responsible for the statutory compliances including environmental compliances pertaining to the scrap disposal activities and Organisation will not in any way be responsible for the same once the scrap material is handed over by Organisation to Threco.

5 Representations and Warranties:

- 5.1 Organisation agrees that it has free and unencumbered title to all Material delivered to Threco pursuant to this Agreement.
- 5.2 Organisation shall issue all proper despatch documents, where applicable.

6. Terms:

This agreement shall have a term of Five (5) years from the Effective Date. Threco will be the official/ exclusive E-waste collector and recycler for the institution.

7. Independent Contractor:

In furnishing Services pursuant to this Agreement, either Party will at all times be acting as an independent contractor and this Agreement will not be construed to create any association, partnership, joint venture, the relation of principal and agent or employer and employee between one Party and the other Party or its Agents.

8. Miscellaneous:

8.1 All services performed by Threco for Organisation while this Agreement is in effect shall be subject to its provisions unless otherwise agreed in writing before the performance of such services is started.

8.2 This Agreement may be terminated at any time by Organisation or Threco, upon a material breach by either party or upon 30 days' written notice to the other party without any reason.

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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.

8.4 This Agreement will benefit and bind Organisation, Threco and their respective representatives, successors in interest, and mutually permitted assignments, as appropriate.

8.5 This Agreement constitutes and fully expresses the entire and only agreement between the parties with the 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 The laws of India will govern the validity, interpretation, construction, performance and enforcement of this agreement. Both the parties mutually agree that the Courts in Mumbai, Maharashtra shall have the sole and exclusive jurisdiction, with regards to the present Agreement and the rights and obligations contained herein, in exclusion of all other courts.

9. Confidentiality

The agreement protects the information provided to Threco by the Organisation from further disclosure or misuse. The information shall not be disclosed to persons other than Threco's personnel having a reasonable need for access to serve the Organisation. The provisions of this clause shall apply mutatis mutandis to the other party. IN WITNESS WHEREOF, the parties hereto have executed duplicate originals of the Agreement on the Effective Date set forth below.

Sardar Patel College Of Engineering

By:



Name: Dr. M.M. Murudi

Title: I/C Principal

Threco Recycling LP

By:



Name: Garima Jindal

Title: Manager

Date: 6th June 2022

Handwritten note:
OK

Unique No. () 345

Pass Book for Maintaining Records of
purchase of E-Waste under the
E-waste (Management) Rules, 2016

Name and Address of the Industry : M/s. Threco Recycling LLP
Sr. No. 153-3 & 149-1,
Hedavli,
Dist. Raigad
Telephone/Fax No. : 9820622802
E-mail Address : karan@threco.com
Authorisation No. : MPCB/ROHQ/HSMO/Autho/20/EW-18
Authorisation issued for : Recycling / dismantling of the E-Waste
Date of Issue : 23/02/2021
Validity Period : 31/01/2026

Quantity of the E-Waste(s) procurement is permitted for Recycling / Dismantling of the E-Waste.

S. No.	Type of E-Waste with Quantity	Quantity (Tons Per Annum)
1.	- Recycling of E-Waste [As per Sch. I of the E-Waste (M) Rules, 2016]	- 3000 MT/A [Three Thousand]

Date : 23/02/2021

Place : Mumbai

N. NAGURAV

Authorised Signatory & Seal
Regional Officer (HQ) & Incharge
Hazardous Substance Management Division,
Maharashtra Pollution Control Board,
3rd Floor, Kalpataru Point, Opp. Cineplanet,
Sion (E), Mumbai
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