


ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

CU 006314

Rs. 100. No. 3523 Date: 19/04/2022
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Gudivada, Rep by Selvakumar S. Srinivasulu
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MEMORANDUM OF UNDERSTANDING BETWEEN

V. K. R, V. N. B. & A. G. K. COLLEGE OF ENGINEERING, GUDIVADA

AND

DURGA ENTERPRISES, VIJAYAWADA

This memorandum of understanding (the "MOU") made effective this day of 20th April 2022 by and between V. K. R., V. N. B. & A. G. K. College of Engineering (here in after referred to as "party 1"); having its at Gudivada and Durga Enterprises having its office at Azitsingh Nagar, Vijayawada (herein after referred to as "party 2"); with signatories of this MoU being sometimes referred to herein individually as "party "or collectively as "parties".

WHERE AS

- Durga Enterprises is operating facility for collection transportation, dismantling refurbishing and disposal of e-waste at Azitsingh Nagar, Vijayawada authorized by Vijayawada pollution control board.
- The party 2 has been providing such facilities.
- The generator has approached Durga Enterprises and desires to appoint Durga Enterprises for the purpose of collection and disposal of its segregated E-



waste and also solid waste has been accepted by Durga Enterprises in accordance with the terms of this agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. PURPOSE OF MOU

The purpose of this MoU is served as basis and frame works or the parties to processes E-waste & Solid waste management as indicated at schedule 1 through the III services. ("The purpose").

2. SCOPE

- a. The parties shall meet or correspond as necessary to discuss and attempt to agree on the progress of work relating to the E-waste & Solid waste management to be carried out by the party2 as per schedule.
- b. The output of the work shall be strictly as per schedule.

NOW THIS AGREEMENT witnesses as follows.

3. DEFINITIONS AND INTERPRETATION

1. Electronics waste (E-waste)-The term E-waste will refer to the below mentioned electrical and electronics waste for the purpose of this agreement which includes;

- a) Computers & peripherals (CPU, keyboard, Mouse & Monitor)
- b) Laptops
- c) Servers
- d) PCBs
- e) Mobiles or communication devices
- f) Mother boards (computers& laptops)
- g) Security devices
- h) Telecom equipment
- i) Printers & scanners
- j) Military electronic
- k) Control systems
- l) Data cables &wires
- m) Batteries
- n) CD/DVD

2. In this agreement, unless the subject or context otherwise requires:

- a. Reference to the singular number shall include references to the plural number and vice-versa;
- b. Reference to a person shall include references to natural persons, partnership firms' companies, bodies corporate and associations whether incorporated or not or any other.
Organization or entity including any governmental or political sub-division, Ministry department or agency there of
- c. References to recitals, clauses and schedules are to recitals, clauses and schedules of this agreement;
- d. Reference here in to a statutory provision shall include such provision, as is in force for the time being and as from time to time, amended or re-enacted in so

far as such amendment or re-enactment is capable of applying to any transactions covered by this agreement.

- e. Clause headings used herein are only for ease of reference and shall not affect the interpretation of this agreement.
3. The schedules & annexure shall form an integral part of this agreement.
4. All capitalized terms used in this agreement shall have the meaning specifically defined in this agreement shall, unless inconsistent with the context under this agreement.

4. SCOPE OF THE AGREEMENT

1. Durga Enterprises shall collect, transport, and dispose the E-waste & Solid waste collected from the Premises of the generator. It shall be the responsibility of Durga Enterprises to demagnetize the hard disks before disposing them off in accordance with the terms of the contract. If the hard disks come along with the CPU the activity would be taken care by Durga Enterprises at free of cost. However, in case of an exclusive consignment of hard disks for demagnetization by the Generator. It shall be chargeable in accordance with the terms of the contract.
2. The generator shall segregate the E-waste & Solid waste at one designated place within the premises from where the representatives of Durga Enterprises collect the E-waste & Solid waste. All the segregated shall be stored in the appropriate bins and /or damage caused due to in appropriate storage of E- waste & Solid waste at the premises by the generator.
3. Upon intimation from the generator, Durga Enterprises shall within 15 days there from, arrange for collection of E-waste & Solid waste as per the applicable provisions. The generator shall issue delivery challan before collection of the E-waste & Solid waste from the designated place by Durga Enterprises
4. The E-waste & Solid waste collected shall be weighed by the parties at the nearest weighment center available as identified by the parties. The weighment of the E-waste & Solid waste shall be done in the presence of the representatives of both the parties shall acknowledge such weighment slip generated. In case of any discrepancy in the weighment as per delivery challan and the weighment slip, the details shall be considered for payment by Durga Enterprises.
5. The generator liability shall cease once the E-waste & Solid waste has been collected by Durga Enterprises from its premises except for any non-disclosure of any material information known to the generator with regard to E-waste & Solid waste from Durga Enterprises during the handover of such E- waste & Solid waste. It is specifically agreed and understood that compliances of applicable law during transportation and disposal of E-waste & Solid waste shall be exclusive responsibility of the Durga Enterprises.
6. Durga Enterprises shall issue a safe destruction certificate as per prescribed under applicable laws within fifteen (15) days from receipt of such request.

5. TERM AND TERMINATION

1. This agreement shall be in force for a period of 3 years from the date of signing of this agreement. Up on completion of the tem, the agreement may be renewed at the option of both the parties in writing on mutually agreed terms and conditions.
2. The agreement may be terminated by either party without assigning any reason by giving fifteen (15) days prior written notice to other party.

6. COMPLIANCE WITH LAWS

Durga Enterprises represents and warrants to the generator that it has all necessary statutory permissions, consents, approvals, and licenses to carry out business of collection transportation, storage, management and disposal of E-waste & Solid waste and it shall maintain all such permissions, consents, approvals and licenses during the term of this agreement.

Durga Enterprises further agrees that:

- a) It shall exercise all safety precaution and best management practices, required by law, in providing service under this agreement,
- b) It shall notify the generator immediately if any permit, licenses, certificate, consent under this approval or identification number required for the performance of its service agreement has been revoked, modified, expired, suspended or not been renewed;
- c) Durga Enterprises shall comply with all applicable laws, rules and regulations and shall indemnify and hold the generator harmless in this regard.

7. ENVIRONMENTAL AND SAFETY AUDITS

1. Durga Enterprises agrees and acknowledges that the generator or its authorized agent shall have the right to perform environmental and safety audit at any site at which Durga Enterprises conducting E-waste & Solid waste management services for the purpose of verifying environmental and safety procedures followed by Durga Enterprises.
2. Durga Enterprises shall also cooperate with the Generator, in the event any statutory agency conducts any audit or inspection to check the generator procurement, disposal and management of E-waste & Solid waste by relevant Information upon giving reasonable notice in advance of any such audits.

8. LIMITATIONS OF LIABILITY

Notwithstanding anything to the contrary mentioned in this Agreement, in no event shall parties be liable for any special, indirect, incidental or consequential damage including but not limited to loss of sales, business or data, lost profits or loss of use of other equipment or good will, incurred by any party or any direct or indirect loss or damage.

9. DISPUTE RESOLUTION

1. This Agreement shall be governed and construed in accordance with the laws of India.
2. Any dispute or breach arising out of or in relation to this Agreement shall be referred to arbitration to be conducted by a sole arbitrator mutually appointed by the parties here in, accordance with the arbitration and Conciliation Act, 1996. The venue of arbitration shall be Guntur and the proceedings shall be conducted in English. The decision of the arbitration shall be final and binding on both the parties. No party shall make the public the award of the arbitration without the prior written consent of the other party. The party in default shall bear the cost of arbitration.
3. Subject to the arbitration provisions herein, courts of component jurisdiction in Guntur shall have the exclusive jurisdiction on the matters arising out of or in

connection with this Agreement. No party shall be restrained from approaching the court for seeking interis in relief under this Agreement.

10. EXECUTION OF THIS AGREEMENT SHALL BE DEEMED TO BE.

1. A confirmation by both the parties that no benefit, either in cash or kind has been provided by either party to the other party or to any officer or employee, or any relative associate of any officer or employee of their party or of any their associate institutions/companies in order to enter into this Agreement;
2. An information by both the parties no to provide any benefit, either in cash or kind to any officer/employee/relative associate of any either party as reward or consideration either for entering into this agreement or other matter relating to this agreement.

11. DURATION AND TERMINATION

- a. This MOU enter into force from 20/04/2022 the moment of its execution and shall remain in full force till 19/04/2025 of the purpose.
- b. The MOU may be terminated by Parties by terminating its involvement in the activities set out in this MOU. Such termination shall be in writing to all other parties and should not result in any kind of liability towards the other parties.
- c. Party 2 shall recoup all the liabilities created under this agreement and the other parties' obligations that shall survive on termination expiration of this MOU.
- d. Under no circumstances, whether as a result of breach of agreements, warranty, guarantee indemnity. Tort (including negligence), strict liability or otherwise , shall any party or any of their subcontractors or suppliers, if any, be liable to any other party for any of the following categories of damages, costs, losses, or expenses and each party shall release the other parties from any liability therefore(a) loss of profit, loss of revenue, loss of goodwill, loss of use, loss of opportunity, loss of protection, downtime costs and costs and the costs of obtaining or maintaining financing (in all cases, whether direct, indirect consequential); or(b) insofar as not covered by subparagraph(a) above, indirect or consequential expanses of whatever nature.

12. SIGNATURES.

In testimony where off, the parties this MOU have here into set and subscribed for the continuance of this MOU.

For Durga Enterprises


Proprietor
(K.Ramesh)

DURGA ENTERPRISES

F-147, Vombay colony,
Azit Singh Nagar, Vijayawada.
Krishna Dt., Andhra Pradesh,
520015.

Witness 1) (Sri. G. Venkata Ratnam)

Witness 2) (Sri. K.Durga Prasad)


PRINCIPAL
VKR VNB & AGK COLLEGE OF ENGINEERING
Principal
Eluru Road, GUDIVADA, Kri Dt, A.P. 521 301
(Dr.S.H.V.Prasada Rao)
V.K.R., V.N.B. & A.G.K.
College of Engineering
Eluru Road, Gudivada,
Krishna Dt., Andhra
Pradesh, 521301.



DURGA ENTERPRISES

(Electrical, Electronics and Computers Equipment Scrap Item Purchasers)
F-147, VOMBAY COLONY, AZIT SING NAGAR, VIJAYAWADA.

K.RAMESH
Proprietor

Cell: 9440729843

Quote for the E waste & Solid waste

Date: 19-04-2022

As per the Memorandum of Agreement signed between VKR, VNB & AGK COLLEGE OF ENGINEERING and Durga Scrap Dealers on 19th day of April 2022, we are submitting the quotation for the scrap purchase.

(1) That, all the recyclable waste material of this campus will collect by the second party as per the approved rates as given below.

- a) All paper items: Rs.14.00/kg
- b) Aluminum Waste:Rs.90.00/kg
- c) Iron Scrap:Rs.17.00/kg
- d) Cardboard:Rs.05.00/kg
- e) Plastic:Rs.04.00/kg
- f) Fiber Plastic:Rs.17.00/kg
- g) All computers parts: Rs.18.00/Kg

2. This price is valid for a period of one month, commencing from 19th April 2022. The (2) relevant GST will be applicable for the rates.

For Durga Enterprises
K. Ramesh
Proprietor
