



தமிழ்நாடு தமிழ்நாடு TAMIL NADU

27 JAN 2024

R.m. கணினி

25AC 336448

ச. பாலமுத்துசாமி

முத்திரைத்தாள் விற்பனையாளர்

உ.எண்.1057-12/ஆ7/2021

திருவொற்றியூர், சென்னை - 600 019

E- WASTE DISMANTLER AGREEMENT

This agreement (hereinafter called the "Agreement") is made on the "22nd Jan 2024".

M/s.VIKAS COLLEGE OF ENGINEERING AND TECHNOLOGY is situated at Nunna, Vijayawada, Andhra Pradesh, Pin-521212 (hereinafter referred to as "Client") which expression unless repugnant to the context or meaning thereof shall include its successors assigns and administrators of the ONE PART.

R.M. COMPUTERS, a Company incorporated under the provisions of the companies Act, 1956 whose Corporate office is situated at S.F.No.136, Plot No.229, 9TH Street, SIDCO Industrial Estate, Pattravakkam, Ambatture, Chennai- 600 098 (hereinafter referred to "R.M.Computers") which expression unless repugnant to the next or meaning thereof shall include its successors assigns and administrators of the OTHER PART.

"Parties" mean Client and the "R.M. Computers" shall be construed accordingly

For R.M. COMPUTERS

A Mohan Lal
Proprietor

PRINCIPAL

VIKAS COLLEGE OF ENGG. TECH.

NUNNA - 521 212

Vijayawada Rural, NTR Dist., A.P.

WHEREAS:

R.M. Computers is a registered environment friendly Disposal of E- Waste with Tamil Nadu State pollution Control Board wide CCA (Consolidated Consent Authorization) No. EWM/AMB/029/2019 Dated 04.12.19 and it valid up to 31.12.2024

The Client is desirous of obtaining E-Waste Management services R.M. Computers subject to the terms & Conditions stated herein:

NOW THEREFORE THE PARTIES HERETO HEREBY AGREE AND THIS AGREEMENT WITNESS AS FOLLOWS:

ARTICLE 1 – DEFINITIONS

In this agreement the following Expressions shall have the meanings hereunder respectively assigned to them.

- 1.1 "Agreement" shall mean this agreement, declaration and indemnity and any and all schedules, appendices, annexures and exhibits attached to it or incorporated in it by reference.
- 1.2 "Applicable Laws" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.
- 1.3 "E-Waste" shall mean waste electrical and electronic equipment, whole or in part or scraps/rejects from electronic equipment of their in-house uses, or from their manufacturing process or repair process, which are discarded or intended to be discarded
- 1.4 "Effective Date" means the date on which this Agreement comes into force.
- 1.5 "Scope of Work" shall have meaning ascribed to it in article 3

ARTICLE 2 – AGREEMENTS

The principle contract as defined herein above including the contract into between the Owner and for the executions of complete said work together with all its enclosures and Annexure shall be deemed to be an Integral part of this Agreement

Not withstanding anything to the contrary contained herein the technical specifications and the drawings and the related provisions of the principal contract shall over-ride and prevail over all the provisions to the contrary contained herein or in other documents(s) forming part of Agreement

ARTICLE 3 – SCOPE OF WORK

R.M. COMPUTERS hereby agree provide services of collection, transportation and processing of the E-Waste & Electric Scraps provided by the client across the country as specified in and would maintain the terms and conditions contained herein.

For R.M. COMPUTERS

Mohan Lal
Proprietor

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PRINCIPAL
VIKAS COLLEGE OF ENGG. TE.
NUNNA - 521 212
Vijayawada Rural, NTR Dist., A.P.

The Client shall have to provide necessary documents and information for timely collecting of E-Waste of Disposal material R.M. Computers have to inspect and examine the E- waste at before collecting. R.M. Computers shall arrange logistic for lifting of materials at client's locations.

R.M. Computers shall provide certificate of destruction to client after environment friendly Disposal of E- waste.

The Client shall not engage the services with any third party in any manner to recycling of E-waste during the term of this agreement

ARTICLE 4 – PAYMENT TERMS

Client will provide detailed list of inventory for collection to R.M. Computers. R.M Computers shall make the payment as per mutually agreed prices for the lifted materials

Prices are including of all applicable taxes. Logistic will be scope of R.M Computers

The material wise rate for adjustable variation at the time of rate basis

ARTICLE 5 – Term and Termination

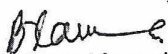
This Agreement is valid up to 1 years from the date of Agreement and may also continue as per mutual understanding

Both parties have right to terminate the agreement by providing notice period of one month in written

ARTICLE 6 – Jurisdiction

Parties agree that in the event any disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts at Chennai Tamil Nadu India only

IN WITNESS WHEREOF the parties herein have signed this Agreement on the date, month and year first above written.




Signed and delivered for and on behalf of
M/s.VIKAS COLLEGE OF ENGINEERING AND
TECHNOLOGY
PRINCIPAL
VIKAS COLLEGE OF ENGG. TE
NUNNA - 521 212
Vijayawada Rural, NTR Dist.,

Signed and delivered for and on behalf of
R.M.COMPUTERS

For R.M. COMPUTERS

Proprietor

WITNESS:

1. 
2. 


PRINCIPAL
VIKAS COLLEGE OF ENGG. TEC.
NUNNA - 521 212
Vijayawada Rural, NTR Dist., A.P



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and executed on 04th January 2020 at Nunna.

BY AND BETWEEN

VIKAS COLLEGE OF ENGINEERING AND TECHNOLOGY, Nunna represented by Principal, Dr. B. Ramana, Who is duly authorized to sign and execute the MoU.
Being the First Part

AND

Suraj Krishna Greenaries, an authorized agency of ITC having its principal office situated at D NO-37/1052-AI, Nehru Nagar, Kadapa-516002. Ph.8309657266 and Represented by Mr. K Rama Chandraiah, Managing Partner referred as "Suraj Krishna"

Being the Second Part

Whereas VIKAS COLLEGE OF ENGINEERING AND TECHNOLOGY has agreed to educate their students on waste management and form Swachh WOW club in the college with the students to spread the message of source segregation to other students, and also agree to collect and handover the dry recyclable waste.

1. NOW THIS MOU WITNESSETH AS UNDER:

This is an agreement for a synergic alliance between VIKAS COLLEGE OF ENGINEERING AND TECHNOLOGY and Suraj Krishna Greenaries for the social cause of recycling of Dry Waste and Environment Protection through recycling.

2. Time period: This MOU shall be for a period 1st Jan'2020 to 30th Jan'2022.



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Krishna Dt., A.P.



M/s Suraj Krishna Greenaries

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3. Roles and Responsibilities of VIKAS

- a. To ensure source segregation of dry and wet waste at College premises through its Teaching staff, housekeeping staff and Students.
- b. VIKAS will give away any kind of paper waste, plastic waste and other dry recyclable waste to Suraj Krishna Greenaries at price agreed mutually. Suraj Krishna will pay as rates mentioned below :
White paper & News Paper:Rs.8/kg.
Alta:Rs.3/Kg.
Carton Boxes:Rs. 7/kg.
- c. VIKAS COLLEGE OF ENGINEERING AND TECHNOLOGY shall form Swachh WOW club in the college with Student Volunteers and adopt nearby Schools or Colonies to promote Source Segregation through student volunteers.
- d. VIKAS COLLEGE OF ENGINEERING AND TECHNOLOGY shall provide students for Internship in WOW Program.
- e. VIKAS COLLEGE OF ENGINEERING AND TECHNOLOGY shall motivate students to bring dry recyclables like paper, plastic, metal etc. from their home and donate to WOW initiative.
- f. VIKAS COLLEGE OF ENGINEERING AND TECHNOLOGY will put-up color-coded bins for waste segregation at different points in College premises.

4. Roles and Responsibilities of Suraj Krishna Greenaries:

- a. ITC-WOW team will impart training to the students and housekeeping staff on source segregation and through them inculcate the habit of source segregation among the other students.
- b. Suraj Krishna Greenaries will collect dry recyclable waste and old records from VIKAS COLLEGE OF ENGINEERING AND TECHNOLOGY and bring to the Hub for sorting and baling of the material collected and dispatch to respective recycling Industries.
- c. Suraj Krishna Greenaries shall coordinate with ITC and undertake necessary measures for dispatch of the sorted recyclables for recycling at its own cost.
- d. Suraj Krishna Greenaries will make payment to VIKAS COLLEGE OF ENGINEERING AND TECHNOLOGY directly into their accounts for the dry recyclable waste collected



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M/s Suraj Krishna Greenaries

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against the accurate weight and the type or category of the dry waste. The payment shall be made no later than 15 days from the date of payment request raised by the college. Franchisee on the request of KSRM may give New Notebooks and Stationery against the value of dry recyclable waste lifted.

5. Performance of Obligations

- a. The details laid out in this MOU, notwithstanding the essence and spirit of this MOU is an understanding between VIKAS COLLEGE OF ENGINEERING AND TECHNOLOGY and Suraj Krishna Greenaries.
- b. Any notice or other communication under or in connection with this agreement shall be in writing in the English language and shall be delivered personally or sent by way of e-mail to the party due to receive the notice or communication at its address set out in this contract or such other address as either party may specify by notice in writing to other.

ADDRESS FOR COMMUNICATION:

Following are the address to which all notices shall be sent:

For Suraj Krishna Greenaries :

D.NO-37/1052-AI,
Nehru Nagar
Kadapa-516002
Ph:8309657266

For VIKAS COLLEGE OF ENGINEERING AND TECHNOLOGY :-

Dr.B.Ramana
Principal
Nunna
Vijayawada Rural
Krishna District
Andhra Pradesh

6. Execution of this Agreement shall be deemed to be

- a) 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



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relative/ associate of any officer or employee of either party or of any of their associate institutions/companies in order to enter into this Agreement, and

- b) An undertaking by both the parties not to provide any benefit, either in cash or kind to any officer/employee/relative/associate of any officer or employee of either party as reward or consideration either for entering into this MOU or other matter relating to this Agreement.

7. Other Terms:

Force Majeure: Neither party shall be liable for damages for any delay or failure to perform its obligations here under, if such delay or failure is due to reasons beyond the control of the concerned party including without limitation, strikes, riots, wars, fires, epidemics, quarantine restrictions, unusually severe weather, earth quakes, explosions, acts of God or state or any public enemy or acts mandated by applicable laws, regulation or order, whether valid or invalid, of any Governmental body.

- 8. **Dispute Resolution:** It is understood by both the parties that this Agreement is for a social cause and not to make any profit out of the understanding. The Parties covenant that they will comply with all applicable laws and regulations in their conduct pursuant to this Agreement. Any dispute arising out of this Agreement shall be first attempted to settle amicably between the parties

9. Arbitration

Any dispute which is not resolved amicably shall be finally settled by binding arbitration in respect to the matters concerning to the MOU with the Sole Arbitrator to be appointed by the mutual consent of both the parties. The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties.

Pending the submission of and/or decision on a dispute, the Parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such arbitration award

10. Governing and Jurisdiction:

This Agreement is subjected to the Jurisdiction of Courts at Vijayawada. the parties shall agree that it will not make use of, disseminate, or in any way disclose any confidential information to any person, firm or business. Furthermore, the existence of any discussions, negotiations or agreements in progress between the parties shall not be released to any form of public media without written approval of both parties.

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M/s Suraj Krishna Greenaries

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11. Amendments

This Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

12. NOTICE /Termination

Any notice required to be given hereunder shall be given in writing at the address of each party set forth as below in this agreement or to such other address either party may substitute by written notice to the other. Either party may terminate this Agreement by giving 30 days written notice to the other party.

In witness whereof the parties hereto have signed this agreement on the day, month and year mentioned hereinbefore

For VIKAS COLLEGE OF ENGINEERING
AND TECHNOLOGY
Mr. Dr. B. RAMANA
Principal

For SURAJ KRISHNA GREENARIES

Mr. K Rama Chandrish
Managing Partner

K. Rama Chandrish



Witness:

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B. Rama

Principal
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