



# M/s Suraj Krishna Greenaries

Reg. No. 328/2017

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made and executed on Date 01.03.2023 Bapatla Women's Engineering College , Bapatla

### BY AND BETWEEN

Bapatla Women's Engineering College, BAPATLA - 522101, Bapatla District, Andhra Pradesh represented by Principle Dr. G. Srinvasarao 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 - A1, Nehru Nagar, YSR KADAPA - 516 002. YSR Kadapa District, Andhra Pradesh (Mobile No.: 83096 57266) and Represented by Mr. K. RAMA CHANDRAIAH, Managing Partner referred as "Suraj Krishna"

### Being the Second Part

Whereas, Bapatla Women's Engineering College has Agreed to EDUCATE their Students on Waste Management and form Swachh BWEC Club(SBC) 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 Bapatla engineering college 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 of 12 Months commencing from the Date of Signing of this MOU.

3. Roles and Responsibilities of Acharya N. G. Ranga Agricultural University:

- To ensure Source Segregation of Dry and Wet Waste at College Premises through its Teaching Staff, House Keeping Staff and Students.
- To give away any Kind of Paper Waste, Plastic Waste to Suraj Krishna Greenaries at Price Agreed Mutually. Suraj Krishna Greenaries will Pay as Rates mentioned below :



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S. No.	Type of Paper	Procurement Cost / Kilogram (Rs.)
1.	White Paper	11
2.	Lab record cover (Atta)	05
3.	Carton Boxes	07
4.	Plastic waste	15
7.	Iron	20

- c. To form Swachh BWEC Club(SBC) in the College with Student Volunteers and Adopt nearby Schools or Colonies to promote Source Segregation through Student Volunteers.
- d. To motivate Students in bringing Dry Recyclables like Paper, Plastic, from their Home and Donate to Swachh BWEC Club(SBC) Initiative.

#### 4. Roles and Responsibilities of Suraj Krishna Greenaries:

- a. To collect Paper waste, exam papers and Old Records from Bapatla Women's Engineering College and bring to the Hub for Sorting and Baling of the Material collected and dispatch to respective Recycling Industries( ITC)
- b. To Co-Ordinate with ITC and undertake necessary Measures for Dispatch of the Sorted Recyclables for Recycling at its Own Cost.
- c. To make Payment to Bapatla Women's Engineering College directly into their Accounts for the Paper waste Collected against the Accurate Weighment and the Type or Category of the Paper Waste. The Payment shall be made not later than 15 days from the Date of Payment request raised by the College. Franchisee on the request of Bapatla Engineering College may give New Note books and Stationery against the Value of Paper 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 Govt college for women (A) Guntur 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 Addresses to which all Notices shall be sent:

For Suraj Krishna Greenaries :  
D.NO-37 / 1052 - A1, Nehru Nagar  
YSR KADAPA - 516 002  
YSR Kadapa District  
Andhra Pradesh  
Mobile No.: 83096 57266



# M/s Suraj Krishna Greenaries

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For Bapatla Women's Engineering College  
BAPATLA - 522101, Bapatla District  
Andhra Pradesh  
Mobile No. 8332854767

6. Execution of this Agreement shall be Deemed as

- 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 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.



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## 10. 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 and Evidenced hereto in writing.

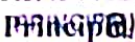
## 11. Notice /Termination

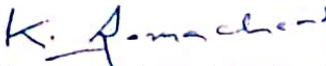
Any Notice required to be given hereunder shall be given in writing at the Address of Each Party set forth as below in this Agreement or to such Other Address either Party may Substitute by Written Notice to the Other. Either Party may terminate this Agreement by giving 30 Days Written Notice to the Other Party.

In witness where of the Parties hereto have signed this Agreement on the Day, Month and Year mentioned here in before.

For Bapatla Women's Engineering College and, For Suraj Krishna Greenaries

  
Dr. G. SRINIVASARAO

  
BAPATLA WOMEN'S ENGINEERING COLLEGE  
BAPATLA

  
Mr. RAMACHANDRAIAH  
Managing Partner



Witnesses:

1. A.V. Mutyabalinga



2. D. Srinivasa

D C I F C W O W

# DURGA ENTERPRISES

(Electrical, Electronics and Computers Equipment Scrap Item Purchasers)

F-147, VOMBAY COLONY, AZIT SING NAGAR, VIJAYAWADA.

**K. RAMESH**

**Proprietor**

**Cell: 9440729843**

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## MEMORANDUM OF UNDERSTANDING BETWEEN

### **BAPATLA WOMEN'S ENGINEERING COLLEGE:: BAPATLA AND DURGA ENTERPRISES, VIJAYAWADA**

This memorandum of understanding (the "MOU") made effective this day of 1<sup>st</sup> March 2023 by and between BAPATLA WOMEN'S ENGINEERING COLLEGE (here in after referred to as "Party 1"); having its at Bapatla and Durga Enterprises having its office at Azitsingh Nagar, Vijayawada (herein after referred to as "Party2"); with signatories of this MOU being sometimes referred to herein individually as "Party" or Collectively as "Parties".

#### **WHERE AS**

- a. 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.
- b. The party 2 has been providing such facilities.
- c. The generator has approached Durga Enterprises and desires to appoint Durga Enterprises for the purpose of collection and disposal of its segregated E- 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 management as indicated at schedule I through the III services. ("The purpose").

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Proprietor

Cell: 9440729843

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## 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 to be carried out by the party 2 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 electronic waste for the purpose of this agreement which includes;
  - a) Computers & peripherals (CPU, Keyboards, Mouse & Monitor)
  - b) Laptops
  - c) Servers
  - d) PCBs
  - e) Mobiles or communication devices
  - f) Mother boards (Computer & 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:

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- 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 thereof
  - c. References to recitals, clauses and schedules are to recitals, clauses and schedules of this agreement;
  - d. References 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 covered by 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 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 disk 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.

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2. The generator shall segregate the E-waste at one designated place within the premises from where the representatives of Durga Enterprises collect the E- waste. All the segregated damage caused due to in appropriate storage of E-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 as per the applicable provisions. The generator shall issue delivery challan before collection of the E- waste from the designated place by Durga Enterprises.
4. The E- waste collected shall be Weighted by the parties at the nearest weighment center available as identified by the parties. The weighment of the E- 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 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 from Durga Enterprises during handover of such E- waste . it is specially agreed and understood that compliances of applicable law during transportation and disposal of E- waste shall be exclusive responsibility of 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 them, the agreement may be renewed at the potion of both the parties in writing on mutually agreed terms and conditions.



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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 and it shall maintain all such permissions, consents, approvals and licenses during the term of this agreement.

Durga Enterprises further agdress 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 management services for the purpose of verifying environmental and safety procedures followed by Durga Enterprises.
2. Durge 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 by relevant information upon giving reasonable notice in advance of any such audits.

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## 8. LIMITATIONS OF LIABILITY

Not with standing 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 constructed 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 here in, 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 inters 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 institutions/ companies in order to enter into this Agreement; 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.

# DURGA ENTERPRISES

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**K. RAMESH**

Proprietor

Cell: 9440729843

## 11. DURATION AND TERMINATION

- a. This MoU enter into force from 01/03/2023 the moment of its execution and shall remain in full force till 28/02/2025 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 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 maintaing financing ( in all cases, whether direct, indirect or consequential); or (b) in so far 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*  
(K. Ramesh)  
**DURGA ENTERPRISES**  
F-147, vombay colony,  
Azit Singh Nagar, Vijayawada.  
Krishna dt., Andhra pradesh,  
520015

*A. V. mutyalu.*  
Witness: 1) A. V. Mutyalamma



*Dr. G. Srinivasa Rao*

Principal  
(Dr. G. srinivasaRao)  
BWEC, Bapatla

PRINCIPAL  
BAPATLA WOMEN'S ENGINEERING COLLEGE  
BAPATLA

*G. Venkateswari*  
Witness: 2) G. Venkateswari

# DURGA ENTERPRISES

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**K. RAMESH**

Proprietor

Cell: 9440729843

## Quote for the E-waste

Date:-02-03-2023

As per the memorandum of Agreement signed between BAPATLA WOMEN'S ENGINEERING COLLEGE and Durga Scrap Dealers on 2<sup>nd</sup> day of March 2023, we are submitting the quotation for the Scrap Purchase.

[A] That all the recyclable waste material of this campus will collect by the second party as per the approved rates as given below

[1] Computers & peripherals (CPU, Keyboards, Mouse & Monitor)---10Rs/- Kg

[2] LCD Monitors---50Rs/- each

[3] CPU( With HDD with out CD Drive )---200Rs/- each

[4] CPU( With HDD with CD drive)---300Rs/- each

[5] CPU( Without HDD and CD drive)---150Rs/- each

[6] Batteries---50Rs/- each

[B] This prices valid for period of one month from 02/03/2023. The (B) relevant GST will be applicable for the rates.

For DURGA ENTERPRISES  
K. RAMESH  
PROPRIETOR