

পশ্চিমৰুগ पश्चिम बंगाल WEST BENGAL

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Memorandum of Understanding

MOU Number: VW/2022-2023/MOU/0011

This Memorandum of Understanding (hereinafter called as "**MOU**") is made and executed at Kolkata on this day 15th of May 2023 by and between;

Gokhale Memorial Girls' College, having its registered office at 1/1, Harish Mukherjee Road, Kolkata-700020, West Bengal, acting through its Authorized Signatory **Dr. Atashi Karpha & Dr. Sanchita Sen** (hereinafter referred to as **'The CLIENT'**, which expression unless repugnant to the context or subject shall mean and include its successors, representatives, assigns, administrators and executors) of the party of **FIRST PART**.

AND

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S. C. Halder Licenced Stamp Vendor Alipore Judges Court Kolkata-700027

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M/s. Redivivus Recyclers Private Limited, a CLIENT incorporated under the provisions of Companies Act, 1956 having its registered office at 10/2A, Alipore Park Place, Kolkata - 700027 and Operation office at 54/7B, D.C Dey Road, Kolkata - 700015 acting through its Authorized Signatory Pranav Goel duly Authorized by board (hereinafter referred to as Vital Waste', which expression unless repugnant to the context or subject shall mean and include its successors, representatives, assigns, administrators and executors) of the party of SECOND PART.

The expressions **"The CLIENT"** and **"Vital Waste"** are hereinafter collectively referred to the 'Parties' and individually as the 'Party'.

WHEREAS

- A. **Vital Waste** is engaged in providing Recycling and Waste Management services in India.
- B. Vital Waste approached **The CLIENT** to provide recycling and allied waste management services for its premises in Kolkata and **The CLIENT** agreed to appoint Vital Waste for providing the aforementioned services on the following terms and conditions as set herein.

NOW THE PARTIES MENTIONED HEREIN HAVE WITNESSETH AND HEREBY DECLARE, UNDERTAKE AND AGREE AS UNDER:

ARTICLE-1

DEFINITIONS

- (i) Unless otherwise clearly required by the context, the following terms shall have the respective meanings as defined below:
 - a. **"Collection Staff"** shall mean employees/staff of Vital Waste responsible for packaging and collection of Recyclables and other waste
 - b. **"Main Storage Location"** shall mean storage location where all the Dry Recyclables and other waste will be stored for collection

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and this location should be accessible to collection vehicle of Vital Waste.

 "Collection Site" shall be at 1/1, Harish Mukherjee Rd, Gokhel Road, Bhowanipore, Kolkata, West Bengal 700020.

ARTICLE-2

APPOINTMENT OF VITAL WASTE

The CLIENT hereby appointed Vital Waste to provide the recycling and allied waste management services for its **Collection Site**.

(ii)

(i)

Vital Waste will collect the dry recyclables and other waste from the premises of **The CLIENT** as per the terms and conditions mentioned in this MOU.

ARTICLE-3 WASTE MANAGMENT PROGRAMME

- (i) **The CLIENT** will collect all the Dry Recyclables and other waste from the main storage location.
- (ii) The representative of **The CLIENT** shall intimate to Vital Waste to collect Recyclables and other waste. Minimum collection quantity being 100 kgs.
- (iii) After expiry of first 1 (one) month from the date of first collection,
 Vital Waste will decide the collection frequency of future collections
 with mutual discussion with The CLIENT.
- (iv) After finalization of the collection frequency, Collection Staff of Vital Waste will call **The CLIENT** and check the collection requirement of Recyclables and other waste.
- (v)

Collection Staff of Vital Waste will collect the Recyclables and other waste from the premises of **The CLIENT** after getting the collection requirement from the office of **The CLIENT** on next day or within 3 working days from the receipt of collection request from the office of **The CLIENT**.

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- (vi) If the office of **The CLIENT** is located in high rise building in such case the housekeeping staff of **The CLIENT** will bring the Recyclables and other waste to location accessible to Collection Staff of Vital Waste or assist the Collection Staff of Vital Waste for collections of Recyclables.
- (vii) Collection Staff of Vital Waste will be equipped with the weighing machines to perform the measurement of Recyclables and other waste in the presence of representative of **The CLIENT**.
- (viii) Collection summary will be given to **The CLIENT** upon collection either in physical or electronic form.
- (ix) If average collection quantity in five (5) consecutive collection cycle is less than fifty (500kg) than Vital Waste has all the rights to discontinue the Waste Management Program.
- (x) This agreement will be valid for 60 months.
- (xi) Rate would be 20% hike every year or mutual consideration.
- (xii) Yearly one seminar from college end and one industrial visit from Vital Waste.

ARTICLE-4

EARNINGS, INVOICING AND PAYMENTS

- (i) All Recyclables and other waste so collected from The CLIENT shall be divided into various Categories in accordance with the 'Pricing Annexure' as is provided in ANNEXURE 1.
- (ii) Vital Waste shall determine category-wise quantity of Recyclables collected from The CLIENT. Such figures of the quantity of each category of Recyclables so collected from The CLIENT shall be represented in the collection summary.
- (iii) For Recyclables and Waste Collected having positive value as per ANNEXURE 1:

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- a. The CLIENT shall issue a sales invoice for such material to Vital Waste with the applicable rate of taxes, if the CLIENT is registered under GST; or
- b. The CLIENT shall issue a collections receipt / Gate pass based for such material to Vital Waste, if the CLIENT is not registered under GST; or
- c. The CLIENT may purchase such different types of recycled merchandise sold by Vital Waste.
- For Waste Collected having negative value as per ANNEXURE 1; (iv) Vital Waste shall issue an invoice to the CLIENT with the applicable rate of taxes. The CLIENT shall release payment against all such invoices within 45 days from the date of invoice.

IN WITNESS WHEREOF the Parties hereto have executed this MOU the day and year first herein above written.

Principal

Signed and delivered for and on behalf of:

Gokhale Memorial Girls' College nator

(Gokhale Memorial Girls Gioffege) Dr. Atashi Karpha & Dr. Sanchita Sen



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(VITAL WASTE) **Pranav Goel**



ANNEXURE - 1 PRICING ANNEXURE

ITEM NAME	RATE IN INR/KG
PAPER	15
METAL	33
E - WASTE	35
HAZARDOUS WASTE	-75

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