



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

70AB 196640

Memorandum of Understanding

MOU Number: VW/2022-2023/MOU/0009

This Memorandum of Understanding (hereinafter called as "MOU") is made and executed at Kolkata on this 10th day of April 2023 by and between;

Ramakrishna Sarada Mission Vivekananda Vidyabhavan established in 1961 having its office and institution at 33, Sree Maa Sarada Sarani, South Dum Dum, Kolkata 55, represented by its authorized representative and Principal Pravrajika Vedarupaprana, hereinafter referred to as RKSMVV, (which expression wherever the context admits or permits shall mean and include its members of the Governing Board for the time being their successors-in-interest and successors in office and assigns) of the OTHER PART

P. Vedarupaprana
Principal
Ramakrishna Sarada Mission
Vivekananda Vidyabhavan

Pravrajika Vedarupaprana
10/4/23



Whereas

1. RKSMVV is a partly residential degree college for girls, built under the auspices of Sri Sarada Math as a humble effort to carry out Swami Vivekananda's ideals of education among women.
2. RKSMVV today stands among the premier girls' colleges of the State.
3. It is a NAAC 'A' Grade college. In the 2020-21 list issued by the Education World of India's top 500 Colleges, this College ranks as the fifth best college in West Bengal and 28th in India among nation-wide All Non-Autonomous Colleges.

AND

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 **Pranov 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 "**RKSMVV**" 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 **RKSMVV** to provide recycling and allied waste management services for its premises in Kolkata and **RKSMVV** agreed to appoint **Vital Waste** for providing the aforementioned services on the following terms and conditions as set herein.

P. N. Vad
Principal
Ramakrishna Sarada Mission
Vivekananda Vidyalayan

Pranov Goel
16/4/23



**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:
- "Collection Staff"** shall mean employees/staff of Vital Waste responsible for packaging and collection of Recyclables and other waste
 - "Main Storage Location"** shall mean storage location where all the Dry Recyclables and other waste will be stored for collection and this location should be accessible to collection vehicle of Vital Waste.
 - "Collection Site"** shall be at
**33, Sree Maa Sarada Sarani, South Dumdum,
Kolkata, West Bengal 700055**

P. V. Vaidyanathan
Principal
Ramakrishna Sarada Mission
Vivekananda Vidyabhavan

ARTICLE-2

APPOINTMENT OF VITAL WASTE

- RKSMVV** hereby appointed Vital Waste to provide the recycling and allied waste management services for its **Collection Site**.
- Vital Waste will collect the dry recyclables and other waste from the premises of **RKSMVV** as per the terms and conditions mentioned in this MOU.

P. V. Vaidyanathan
10/4/23




ARTICLE-3

WASTE MANAGMENT PROGRAMME

- (i) **RKSMVV** will collect all the Dry Recyclables and other waste from the main storage location.
- (ii) The representative of **RKSMVV** shall intimate to Vital Waste to collect Recyclables and other waste. Minimum collection quantity being 100 kgs.
- (iii) Collection Staff of Vital Waste will collect the Recyclables and other waste from the premises of **RKSMVV** after getting the collection requirement from the office of **RKSMVV** on next day or within 3 working days from the receipt of collection request from the office of **RKSMVV**.
- (iv) If the office of **RKSMVV** is located in high rise building in such case the housekeeping staff of **RKSMVV** 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.

P. V. Lakshminarayana
Principal
Ramakrishna Sarada Mission
Vivekananda Vidyalayam

Raman
10/4/23



- (v) Collection summary will be given to **RKSMVV** upon collection either in physical or electronic form.
- (vi) If average collection quantity in five (5) consecutive collection cycle is less than fifty (50kg) than Vital Waste has all the rights to discontinue the Waste Management Program.


ARTICLE-4

EARNINGS, INVOICING AND PAYMENTS

- (i) All Recyclables and other waste so collected from **RKSMVV** 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 **RKSMVV**. Such figures of the quantity of each category of Recyclables so collected from **RKSMVV** shall be represented in the collection summary.
- (iii) For Recyclables and Waste Collected having positive value as per ANNEXURE 1:
- a. The CLIENT shall issue a Gatepass based for such material to Vital Waste, if **RKSMVV** is not registered under GST; or
- b. The CLIENT may purchase such different types of recycled merchandise sold by Vital Waste.

P. V. Anandaprasanna
Principal
Ramakrishna Sarada Mission
Vivekananda Vidyapeetham

Seenar
16/4/23



- (iv) For Waste Collected having negative value as per ANNEXURE 1; 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.

ARTICLE-5

MISCELLANEOUS

- (i) This MOU, its existence and all information exchanged between the Parties under this MOU shall not be disclosed to any Person by any Party. Each Party shall hold in strictest confidence, shall not use or disclose to any third party, and shall take all necessary precautions to secure any Confidential Information of the other Party. Disclosure of such information shall be restricted solely to employees, agents, consultants and representatives who have been advised of their obligation with respect to Confidential Information. The obligations of confidentiality do not extend to information which:
- is disclosed to employees, legal advisers, auditors and other consultants of a Party provided such persons have entered into confidentiality obligations similar to those set forth herein; or
 - is disclosed with the consent of the Party who supplied the information; or
 - is, at the date this MOU is entered into, lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information; or
 - is required to be disclosed pursuant to applicable law or is appropriate in connection with any necessary or desirable intimation to the Government of India; or

P. V. Subashchandra
Principal
Ramakrishna Sarada Mission
Vivekananda Vidyabhavan

Prasanna
10/4/23



Kolkata shall have jurisdiction to decide all matters arising out of this agreement and/or directly / impliedly concerning this MOU.

(vi) That at all times during the currency of this MOU as the case may be, the Parties shall use their best efforts to resolve by mutual agreement any dispute or difference arising between the Parties as to their respective rights, duties and obligations there under or as to any matter arising out of or in connection with the subject matter of this MOU or as to the meaning or construction of thereof ("**Dispute**"). If the Parties are unable to resolve any Dispute by negotiation within 30 days, either Party may propose to the other in writing that the Dispute should be referred to a sole arbitrator appointed by mutual consent of both the Parties for adjudication of such dispute. If the Parties are unable to agree on a sole arbitrator within fifteen (15) days of the proposal in writing by any Party to refer the Dispute for adjudication by arbitration, each Party shall name and appoint one arbitrator of its choice within thirty (30) days thereafter. The two arbitrators so appointed shall by mutual consent appoint a third arbitrator within fifteen (15) days thereafter, who shall act as the presiding arbitrator. The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The language of arbitration shall be English and the venue of arbitration shall be Kolkata. The decision of the arbitrator / arbitral tribunal shall be final and binding on the Parties.

(vii) Nothing contained in this clause shall prevent the Parties from approaching a court of competent jurisdiction to obtain an interim injunctive relief, irrespective of whether

P. V. Satyaprasanna
Principal
Ramakrishna Sarada Mission
Vivekananda Vidyalayavan

P. Ramon
10/4/23



P. Velazquezpapana
Principal
Zamekiahna Sarada Mission
Vivekananda Vidyapeethan

- the subject matter of dispute is under negotiation or pending arbitration.
- (viii) Nothing contained in this MOU shall constitute or be deemed to constitute a partnership between the Parties, and no Party shall hold himself out as an agent for the other Party, except with the express prior written consent of the other Party.
- (ix) This MOU may be executed in two counterparts, both of which taken together shall constitute one and the same agreement, and either Party may enter into this MOU by executing a counterpart.
- (x) No waiver of any breach of any provision of this MOU shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.
- (xi) If any provision of this MOU is invalid, unenforceable or prohibited by law, this MOU shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others, and the remainder of this MOU shall be valid, binding and of like effect as though such provision was not included herein.

Jeevan
16/4/23



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


Signed and delivered for and on behalf of:

P. Vedarupaprana
.....
PRAVRAJKA VEDARUPAPRANA
(PRINCIPAL)

Principal
Ramakrishna Sarada Mission
Vivekananda Vidyabhavan

RAMAKRISHNA SARADA MISSION VIVEKANANDA VIDYABHAVAN

Pranov Goel
.....
PRANOV GOEL (DIRECTOR)
(VITAL WASTE)

Pranov
16/4/23


**ANNEXURE - 1
PRICING ANNEXURE**

ITEM NAME	RATE IN INR/KG
METAL (IRON)	25
PAPER	15
LOW GRADE PAPER	1
E-WASTE	25
LOW GRADE E-WASTE (WHICH IS BROKEN FULLY)	-10
PLASTIC	10
HAZARDOUS WASTE	-75
ALUMINIUM	75
COPPER	350
NEWSPAPER	20

P. Vedarupaprasanna
Principal
Ramakrishna Sarada Mission
Vivekananda Vidyalayam

Pranav
10/4/23

