



सत्यमेव जयते

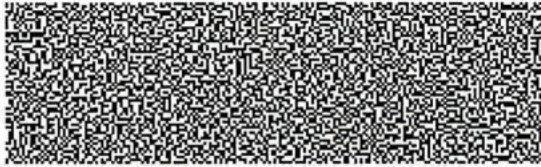
INDIA NON JUDICIAL

Government of Karnataka

Rs. 100

e-Stamp

Certificate No. : IN-KA29356868754387V
Certificate Issued Date : 17-Jul-2023 02:34 PM
Account Reference : NONACC (FI)/ kagcs108/ L B S NAGR/ KA-GN
Unique Doc. Reference : SUBIN-KAKAGCSL0835578495324288V
Purchased by : COMMERCIAL WASTE MANAGEMENT SERVICES
Description of Document : Article 12 Bond
Description : AGREEMENT
Consideration Price (Rs.) : 0
 (Zero)
First Party : PRESIDENCY UNIVERSITY
Second Party : COMMERCIAL WASTE MANAGEMENT SERVICES
Stamp Duty Paid By : COMMERCIAL WASTE MANAGEMENT SERVICES
Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write or type below this line

MEMORANDUM OF UNDERSTANDING (MOU): VENDOR AGREEMENT FOR WASTE MANAGEMENT.

This Agreement is executed on this, The 17th July 2023, at Bangalore, by and between :

M/s Presidency University (hereinafter referred as **Client**) registered & is working in the development field of Education having its principal office at Presidency University
Address: Itgalpur Rajanakunte, Yelahanka, Bangalore, Karnataka 560064



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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Represented by **Ms. Sameena Noor Ahmed Panali, Registrar** (Who herein after shall be termed as the "CLIENT" of the first part which expression shall, unless repugnant to the context mean and include her heirs, executors and Administrators) on the **ONE PART**.

and

M/s Commercial Waste Management Services (Envirotap Group) registered in the year 2016 is working in the development field of Enviroment , Education and Social having its principal office at Commercial Waste Management, NO. 214/1B, 8th Main Road , G.M Palya , Bangalore 560075 represented by its Director **Mr Aiyanna** (hereinafter referred as "**VENDOR** "), being the Party of the Second Part (herein refereed as **Vendor**) for segregating dry waste collected from allocated **Dry Waste Collection Centers (DWCC"s)** from various Divisions.

WHERE AS **M/s Commercial Waste Management Services** is engaged in Solid Waste Management bringing awareness to all the stake holders about Solid Waste & segregation of waste at source.

WHEREAS **VENDOR** who is collecting all the Dry/Wet waste from various stakes of **Client**. While they collect all the dry waste & Mixed Food Waste - Paper, Plastic cups, Tissue paper and Chemical also collects LVP/MLP for sale/ disposal thereby these materials will not get into landfills. The vendor will handle all waste except E-Waste, Bio Medical Waste & Debris.

WHEREAS **VENDOR** is appointed to collect all dry recyclable waste from allocated DWCCs and bring it to their facility for sorting, processing, baling and transporting to recycling industries as a raw material to the recycling industries. Apart from that to collect LVP / MLP waste from allocated DWCCs and send to Cement Industries for co-processing.

ROLES OF VENDOR:

1. Shall collect the dry waste and Mixed food waste from DWCCs under Client which will be allocated / informed by Client from time to time.
2. Shall collect the dry waste – 100 Kg or lesser on a daily basis from Presidency university campus. And collect mixed food waste 800 to 1000 KG or lesser from Presidency University / Paripoorna / Chokkanahalli site.
3. The operation will start after the construction of the Garbage Yard, from then onwards the billing will be considered.
4. Shall collect Mixed Food Waste 365 days on a daily basis.
5. Shall clear dry waste/Chemical waste Twice a week. if needed, based on more waste collection the same shall be transported accordingly.
6. The Vendor has to submit statistical report along with required documents on material received at the facility from various wards to Client office in required format (like quantity received deduction due to quality issues - if any, on Monthly as and when required



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7. The Vendor shall submit the certificate of Recycling once in 2/3 months or 6 months from the certified recycling agencies with authorized license by the Pollution Control Board.
8. **Manpower:** shall segregate the recyclable (dry) by engaging their own labor force / rag pickers etc. 1 Supervisor and 2 Helpers will be assisting at the site on 9 hours shift, they will wear the proper ID Card and obey the campus rules & regulation.
9. Shall do the collection and segregation of dry waste using hub, weighing machines and all other required equipment / infrastructure Attached a copy of PCB License and Recycling Agencies Certificate.
10. Shall provide the Vehicle empty Weighment / Gross Weighment slip of the authorized weigh bridge (Computer Generated only) of the vehicle which is going to collect the material from the DWCC operator.
11. Should not collect material from DWCC centers without Material Gate Pass, even though operator may request or in any situation.
12. All the material thus collected from the DWCCs of M/s Client, **VENDOR** will have sorted and baled as per the quality requirements of the recycling industries.
13. Shall adhere to the safety measures prescribed in the MSW Rules, Plastic Waste Management Rules which are in force in time to time and shall be solely responsible for the safety and health of the workers and any claim arising out of the breach.
14. Shall take due care in establishing and maintaining storage facilities, in such a manner as they do not create overloading, unhygienic and unsanitary conditions around it.
15. Shall follow all the statutory requirements / safety norms requirement and they are solely responsible for any liabilities under various statutory requirements which are in force in time to time.
16. Vendor must have the ability to fetch sorters, and required labour to carry on the segregation operations and maintain their facility.
17. Client will not be liable for any incidents or damages occurring in **VENDOR** facility or any other place where the VENDOR carrying similar activities with notice or without notice.
18. Shall maintain all statutory compliance intact of the vehicle used for collection / dispatch at any time.

Commercials:

1. The Cost is Rs 105000.00 Charged per month (Amount in words Rupees One Lakh Five Thousand Only) Plus 18% GST.
1. The Costing will be revised on a yearly basis with 10% Increment as per the market standard, provided the performance of the vendor is good & Satisfactory.



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GENERAL OBLIGATIONS: -

M/s Commercial Waste Management Services (Envirotap Group)- Vendor:

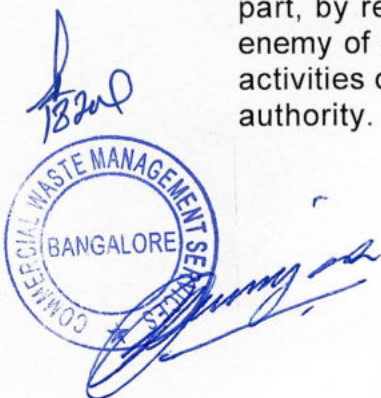
1. **VENDOR** shall maintain the confidentiality of this agreement and shall not disclose any content to any third party either written or mail except to the persons authorized by **Client**.
2. **VENDOR** shall upgrade their facility centers on a par with standards of similar industry on time to time.

M/s Presidency University – Client Scope:

1. Infrastructure Required –
 - Area 2000 to 3000 Sq. Ft.
 - The Dump Yard Site will be @ client scope with an Allocated Over & Side Fabricated shed / Furniture/ Weighing Machines/ Electricity/ water / Bins / Fire Extinguisher. and Segregation compartments (Refer to the Diagram).
 - Office Area.
2. While the entire infrastructure is maintained, Client shall look in to the needs and may provide some equipment at its own discretion to speed the process of sorting.
3. In course of Events or functions in the campus, the waste generated will be more than 100 KG (Dry waste) and Food waste (1000 KG) thus the charges will be extra based on the waste dumped.
4. Payment process facilitation be made on submission of Invoice.
5. Payments to be cleared after 15 days of Invoice Submission.

OTHER TERM & CONDITIONS AND TERMINATION:

1. This MOU is valid for a period of 36 months from the date of signing and may be renewed or extended for a further period on the same terms and conditions on mutual understanding.
2. This MOU shall stand terminated on the expiry of the term subject to extension.
3. **Client** has the right to terminate the MOU with one month's notice if **VENDOR** does not observe the spirit and letter of this MOU.
4. Force Majeure: If at any time during the term of the Agreement, the performance of either of the parties is prevented or delayed, in whole or in part, by reason of: War, hostilities (whether or not war is declared) or act of an enemy of the government, strikes, riots, rebellion, or civil commotion, terrorist activities or military or usurped power; Order of the government, public or local authority.



5. Natural Disaster, Pandemic, Acts of God etc,
The party whose performance is delayed or prevented, as the case may be, shall be relieved of its obligation and its duty to the extent of its performance is delayed by the presence of the aforesaid conditions

Any disputes arising between **Client** and **VENDOR** will be dealt by mutual discussion and through arbitration within the jurisdiction of Bangalore.

Annexure

| | |
|----|---|
| 1 | Name & Address of Vendor and Client (MOU Agreement) |
| 2 | State/ UT (MOU Agreement) |
| 3 | Detailed Project Report (Enclosed) |
| 4 | Site Layout Plan (Enclosed) |
| 5 | Copy of Registration (Enclosed) |
| 6 | Validity date of Registration (Enclosed) |
| 7. | Commercials - (Quotation Dry waste) Enclosed. |

1. Witness:

For Presidency University

Lawrence



COMMERCIAL WASTE MANAGEMENT SERVICES
(ENVIRO-TAP GROUP)

[Signature]
Authorised Signatory

For Commercial Waste Management Services

2.

[Signature]
[Signature]

