22 28 1 20 EN EES IP ٥ INDIA INDIA NON JUDICIAL পশ্চিমবজ্ঞা पश्चिम बंगाल WEST BENGAL 73AB 680176 OF 内害害 OTAR SEAT 05/2002 KQL-27 udges Memorandum of Understanding This Memorandum of Understanding (hereinafter called as "MOU") is made and executed at 28th day of July 2022 by, and between; Bidhannagar College, acting through its Authorized Signatory Mr.Dr Saurabh Chakraborti (hereinafter referred to as 'The Company', 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 A/s. Redivivus Recyclers Private Limited, a company incorporated under the provisions of Companies ct, 19% having its registered office at 11, Allenby Road, Kolkata 700020 acting through its Authorized Mr. Promay Goel duly Authorized by the board (hereinafter referred to as 'Vital Waste', which 199 unless repugnant to the context or subject shall mean and include its successors, representatives, inistrators and executors) of the party of SECOND PART. ns, a d' Gre Koran 2 8 JUL 2022 掘

1. Policy documents (MoU) with Vital Waste for waste management

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20 JUN 2022 SL. No. 1976 Date Date B. C. LAHIRI, Afrocate Kolkate-700 087

Vendor Sig 1 24

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TAPAN KUMAR DAS Alipore Police Court Korkate-200027

apressions "The Company" and "Vital Waste" are hereinafter collectively referred to the 'Parties' and idually as the 'Party'.

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- A. 'The Company' is an undergraduate college affiliated with the West Bengal State University in Barasat, North 24 Parganas, West Bengal.
- B. Vital Waste is engaged in providing Recycling and Waste Management services for dry recyclables such as Paper, Cardboard, Plastic, Metal and E-waste in India.
- C. Vital Waste approached The Company to provide recycling and allied waste management services for its premises in Kolkata and The Company 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 WITNESSED AND HEREBY DECLARE, UNDERVAKE AND AGREE AS UNDER:

ARTICLE-1 DEFINITIONS

451 d° 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.

(6) "Main Storage Location" shall mean storage location where all the Dry Recyclables will be stored for collection and this location should be accessible to collection vehicle of Vital Waste.

(c) "Recyclables" means any type of dry waste (Non Hazardous) which is not contaminated and can be reused or recycled into a new product.

ecycle Points" means points awarded by Vital Waste for per kg of Recyclables. 1 Recycle Point 1.00 INR.

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(c) "Collection Site" shall be at Bidhannagar College, EB-2, Sector 1, Salt Lake, Kolkata, West Bengal 700064

ARTICLE-2

APPOINTMENT OF VITAL WASTE

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

Whosever shall provide waste, will get E-certificate for recycling the waste.

ARTICLE-3 RECYCLING PROGRAMME

- 3.1 The Company will collect the entire waste in main storage location within the premises.
 - After collection of minimum quantity of 500 kg waste, the representative of The Company shall provide an intimation to Vital Waste to collect waste and to initiate the recycling Program.
 - Vital Waste will carry out collection activity.

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- 3.5 Collection Staff of Vital Waste will collect the Recyclables from the premises of The Company after getting the collection requirement from the office of The Company on next day or within 3 working days from the receipt of collection request from the office of The Company.
 - Collections are to be performed on working days i.e. Monday to Saturday of every week between 10.00 am to 7.00 pm except public holidays.
- 3.7 In case the office of The Company is located in high rise building, the housekeeping staff of The Company will bring the Recyclables to such location which is accessible to Collection Staff of Vital Waste or assist the Collection Staff of Vital Waste for collections of Recyclables.
 - collection Staff of Vital Waste will be equipped with the weighing machines to perform the measurement Representative of The Company.

summary will be emailed to The Company upon collection.

e average collection quantity in five (5) consecutive collection cycle is less than fifty (50kg) then Vital the has all the rights to discontinue the Recycling Program.

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ARTICLE-4

EARNING & RECYCLE POINTS

- All Recyclables so collected under the Recycling Program from The Company shall be divided into various Categories in accordance with the 'Exchange Point Card' as is provided in ANNEXURE 2.
- 4.2 Vital Waste shall determine category-wise quantity of Recyclables collected from The Company. Such figures of the quantity of each category of Recyclables so collected from The Company shall be represented in the collection summary.

ARTICLE-5

REDEMPTION

- 5.1 Rates quoted in Exchange Point Card (Annexure 2) are appropriate to the particular recyclable product at the time of quoting.
- 5.2 All payments of recycle and hazardous waste will be netted at the time of collection.

5.3 All netted points, in case positive, will be paid in the same financial year (April to March) and in case negative, it shall be carried forward to the next financial year.

ARTICLE-6

MISCELLANEOUS

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

(c) 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

renerally and publicly available, other than as a result of breach of confidentiality by the Person iving the information.

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The Parties acknowledge and agree that this MOU is effective as of date of execution of this MOU and shall be valid from the effective Date until terminated by any of the party by giving 30 days written notice to other party.

- Any notice required or permitted to be given hereunder shall be in writing and shall be effectively served (i) if delivered personally, upon receipt by the other Party; (ii) if sent by prepaid courier service, airmail or registered mail, within five (5) days of being sent; or (iii) if sent by facsimile or other similar means of electronic communication (with confirmed receipt), upon receipt of transmission notice by the sender. Any notice required or permitted to be given hereunder shall be addressed to the address as given in the title to this Agreement.
- 6.4 The parties hereto agree that, in the event that either of them suffers any harm of any description whatsoever, including losses, costs, damages, advocates or other consultant's fees and expenses or other expenses of any nature whatsoever, resulting from any inaccuracy in any of the respective representations and warranties of the either party, as set forth in this MOU, the party hereto whose representation and warranty is false or inaccurate shall immediately and fully, protect, hold harmless, S. representation and warranty hereto. The indemnification contained in this Article shall not in any way hereto from any indemnification provided to any of the other party hereto pursuant KO105/2002.
 - This MOU shall be governed and interpreted by, and construed in accordance with the laws of India.
- 6.6 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 unstage of arbitration shall be English and the venue of arbitration shall be Kolkata. The decision of unstage of arbitrator arbitrat tribunal shall be final and binding on the Parties.

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othing contained in this clause shall prevent the Parties from approaching a court of controlent jurisdiction to obtain an interim injunctive relief, irrespective of whether the subject matter of dispute is under negotiation or pending arbitration.

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- 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.
- 6.9 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.
- 6.10 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.
- 6.11 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 S. K valid, binding and of like effect as though such provision was not included herein. NOTARY

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

Signed and delivered for and on behalf of: **Bidhannagar College**

Bidhannagat College, ant Lai Name: Saurabh Chakrabort Title: /Principal

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Signed and delivered for and on behalf of:

M/s Redivivus Recyclers Private Limited

REDIVIVUS RECYCLERS PVT. LTD.

Name: Pranav Goel Title: Director

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BYME 1659/22 Advocal*

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Director 140.00

6311116 ALC: NO 1111434 023

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ANNEXURE -2 EXCHANGE POINT CARD

THE MESSAR	QUOTATION	
LOCATION	PARTICULARS	RECYCLE POINT/KG
	1. PAPER	7
	2. LOW GRADED PAPER	1
	3. PLASTIC - PET	2
KOLKATA	4. PLASTIC – HDPE & Others	3
- Stronger - Free	5. METAL	4
	6. COPPER	88
	7.TUBE LIGHT AND MISSLENIOUS ITEM	(-15)
	8.HAZARDOUS WASTE	(-75)
	9. MIXED IT SCRAP LOT	28
	10.MIXED ELECTRICALS	42
	11.UPS BATTERY	75
	12.INDUSTRIAL BATTERY	85
	13.COPPER CABLES	185
	14.ALUMINIUM CABLES	58
	15. AIR CONDITIONERS	55
7 8 P	16,CABLES	12
1	17,MOTORS(AC/DC)	68
S. K. DE	18.MISCELLANEOUS CONSUMER ITEMS	12

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2. Policy documents for Barrier free environment for specially abled and Rain water harvesting

Being a Government College, all the construction work is funded by the Department of Higher Education, Government of West Bengal. Rainwater harvesting system, ramps and lifts for specially abled was funded by the Department of Higher Education, Government of West Bengal. However, construction and renovation of toilets for specially abled were funded by RUSA 2.0, a Central Government scheme. All the construction work of Government College is carried out by Public Works Division (PWD), Bidhannagar.

IANNAGAR COLLEGE

Nest Bengal tor-I, Salt Lake 700064 33) 2337-4761, 2337-4782 ncipal@bidhannagarcollege.org



বিধাননগর কলেজ

পশ্চিমঝগ সরকার রক-ই.খি.-২. সেষ্টর-১. সণ্টলেক কলকাতা-৭০০০৬৪ দুরভাষ- (০৩৩) ২৩৩৭-৪৭৬১ 5-4128-1006 (000)

Date: 06.06.2018

O/C

he Executive Engineer, PWD (Civil) 0 idhannagar West Division urta Bhavan (First Floor) ector-II, Salt Lake olkata-700091

Sub: Estimate for Construction of Hostel and Renovation work at different places of Bidhannagar College

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n connection to the above mentioned subject, the undersigned requests your kind self to do he needful for inspecting the College and accordingly, give estimates for Construction and avation works of the following :

	Particular Particular		
SL No.	Construction of Canteen on the roof of the existing structure		
2	Construction of toilet for Physically Disabled Students (Separately for Boys and Girls) at ground floor of old Building		
3	Construction of Girls' Toilet on the First floor of the New building (adjacent to Principal's Room)		
4	Construction of Computer Centre (Light Structure on the First floor of the New building adjacent to Principal's Room)		
5	Construction of Research Laboratory in Anthropology and Botany Department in old building		
6	Renovation of Toilets of Physically Disabled Students (Separate for boys and girls) at the 2 nd floor of the old building		
7	Renovation of three science Laboratories		
8	Renovation of Computer Centre (ground floor of the new building)		
9	Renovation and rearrangement of Class rooms		
10	Campus Development		
11	Renovation of Auditorium		
12	Renovation of Library		

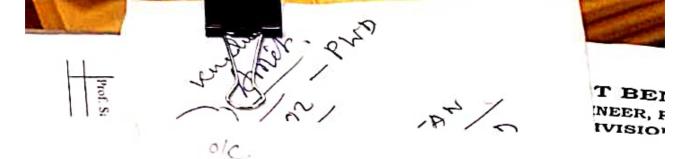
lease do the needful at your earliest. hank you,

Executive Engineer, FWD Bishenneger Higge Division

Yours sincerely

M. hann

Principal Bidhannagar College Salt Lake - Principal Bidhannagar College Salt Lake, Kol 64



BIDHANNAGAR COLLEGE

EB-2, Sector-I, Salt Lake Kolkata- 700064 Phone: (033) 2337-4761, 2337-4782 E-mail: rusa.bnc18@gmail.com



Date: 04 / 01/20.19

Memo No. 701/RUSA 2.0/1/2019

Τo

The Executive Engineer, PWD (Civil) Bidhannagar West Division Purta Bhavan (First Floor) Sector-II, Salt Lake Kolkata-700091

Subject: Administrative approval for different PWD civil work under RUSA 2.0 Sir,

In connection to the above mentioned subject the undersigned likes to inform you that the College hereby gives your office administrative approval for the below mentioned PWD Civil works at Bidhannagar College, Kolkata from the RUSA 2.0 Grant:

SI.No.	Particulars	Estimate No.	Amount (Rs.)
1	Construction of Toilet for Physically disabled students at ground floor of old building	18/BNWSD-1/2018- 2019	11,08,242.00
2	Construction of Canteen at Bidhannagar College	23/ BNWSD-1/2018- 2019	39,20,189.00
3	Renovation of toilet for physically disabled person at 2nd floor of the old building	24/ BNWSD-1/2018- 2019	9,10,293.00

The undersigned requests your good self to take necessary action for completion of the above mentioned works at the earliest.

Thank you.

Sincerely yours,

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Principal Bidhannagar College

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GOVERNMENT OF WEST BENGAL OFFICE OF THE ASSISTANT ENGINEER, PWD, BIDHANNAGAR WEST SUB DIVISION-I,

Room No.- 125, First floor, PURTA BHAVAN, BIDHANNAGAR, Salt Lake, KOLKATA - 700091.

Memo No. 502

Date: 26.11.19

ro The Principal, Bidhannagar Govt. College;

Sub : <u>Handing over of the Construction of two nos toilet blocks for Physically Disabled</u> Students at Ground floor and 2nd floor of Old Building at Bidhannagar College.

- Ref: (1) Tender No. 28/EE/BNWD of Executive Engineer PWDte, Bidhannagar West Divn.
 - (2) Tender No. 49/EE/BNWD of Executive Engineer PWDte, Bidhannagar West Divn
 - (3) G.O. No.701/RUSA 2.0/1/19

Dear Madam,

I am directed to inform you that all the works related to "<u>Construction of two nos toilet</u> <u>blocks for Physically Disabled Students at Ground floor and 2nd floor of Old Building at</u> <u>Bidhannagar College.</u>" have been completed in all respect during the end of Oct'2019. You may proceed for smoothly running the same with immediate effect.

So, you are requested to take the necessary steps for taking over the possession of the said Toilet Block and this letter should be treated as the formal handing over of the same from this end.

sugary Das

ASSISTANT ENGINEER, PWD BIDHANNAGAR WEST SUBDIVISION-I

Date: 26.11.19

Memo No.

Copy forwarded for information to

- 1. The Superintending Engineer, PWD, Bidhannagar Circle, Purta Bhavan, Saltlake.
- 2. The Executive Engineer, PWD, Bidhannagar West Division, Purta Bhavan, Saltlake.

Sd/- Sujay Das

ASSISTANT ENGINEER, PWD BIDHANNAGAR WEST SUBDIVISION-I

Торіс	Allotted amount in 1" Phase	ltem(s)	Vendor	Expenditure
Construction creation of new facilities	Rs 50_28,431 -	Canteen	PWD	Rs 39,00,431.
		Toilet for disabled		Rs. 11.28,000 -
Renovation/upgradation of new facilities	Rs. 9.10,293/-	Toilet for disabled	PWD	Rs. 9.10.293 .
New equipments	Rs. 40.61.276-	Oscilloscope	Digit-all	Rs. 44.663
		Trinocular Microscope	Annapurna Sc.	Rs. 1.74,404
		-20 Freezer	Indo Se	Rs 66.130.
		Honzontal gel etc.	Indian Inst	Rs 74 307
		Gel Doc	Indian Inst.	Rs 3.56.453
		Digital balance etc.	Frontline	Rs. \$5.870 -
		Milipore Water punificatin	Merck	Rs 4.53.014
		Colorimeter etc	Digatech	Rs 1.25 348
		Fermenter	Digitech	Rs 1,00 (m)
		ELINA reader etc.	Annapuma Se	Rs 3,40,028
		Fluorescent Microscope	ASE Inst.	Rs. 7,00,000
		UV transilluminator etc.	Loknath suppl.	Rs 1.52.002
		DD refrigerator (5)		Rs. On This.
		Digit skinfold calliper etc		Rs. 26.550
		Pelvimeter etc.		Rs 24.390. (Total =
TOTAL	Rs. 1,00,000,00/-			32_20_214 - Rs. 91.58.938

Work on progress Completed Completed

> Installed & Hill paid Installed & Bill paid

Work status

Sandip Borphy) Coordinate RIS (Committee

Nº 1

Birthinativi, KLS V Form Bidhannagar (ollege Coordinator RUSA Committee Bidhannagar Cohege Govt, ol Wast Dengal Keliszta-M

Residual Amount: Rs. 8,41,062/-

Expenditure Details of RUSA 2.0 grant of 1" Phase

M.L Principal

Bidhannayar College Principal

Bidhannagar College EB-2, Sec.- I, Sell Lake Kol



BIDHANNAGARCOLLEGE

Government of West Bengal EB-2, Sector-I, Salt Lake, Kolkata- 700064 Phone: (033) 2337-4761, 2337-4782 E-mail: rusa.bnc18@gmail.com info.bidhannagarcollege@gmail.com



Name of the Institution: Bidhannagar College

New Construction		
Project Cost:	Rs. 50,28,431/- (Canteen + toilet for specially abled in the ground floor of the old building, As per DPR)	
Project Completion date: (to be checked from PWD/Agency)	03.03.2020	
Expenditure incurred so far including paid to agency (in %)	Rs. 50,28,431/- (100%)	
Physical Progress (in %)	100%	

Renovation		
Project Cost:	Rs. 9,10,293/- (Toilet for specially abled in the 2 nd floor of the old building, As per DPR)	
Project Completion date: (to be checked from PWD/Agency)	26.11.2019	
Expenditure incurred so far including paid to agency (in %)	Rs. 9,10,293/- (100%)	
Physical Progress (in %)	100%	

Procurement		
Project Cost:	Rs. 40,01,925/- (Purchase of instruments, As per DPR)	
Project Completion date:	March, 2020	
Expenditure incurred so far (in %)	Rs. 32,20,214/- (100%)	
Physical Progress (in %)	100%	



T.A

Signature

Seal

Officer-in-Charge Bidhannagar College EB-2, Salt Lake, Kol.-64



