Veda computers

Sales and Service

Office -Near Haralayya Chowk, Jai Shankar Colony, Basavakalyan. Email: - patil.shiva44@gmail.com Phone: -08481-250511 Mobile:-7411244511, 96634478

Memorandum of Understanding

BETWEEN

S.S.K.Basaveshwar Arts, Science, Commerce UG & PG College, Basavakalyan

AND

Veda Computers, Basavakalyan

For the purpose of disposal of E-waste like worn-out & outdated Computers, monitors Servers, obsolete Telephone instruments & projectors, Audio & video equipment's accumulated in the college once they become obsolete

S.S.K.Basaveshwar Arts, Science, Commerce UG & PG College, Basavakalyan. Run by the Sharanabasaveshwar Vidya Vardhak Sangha, Kalaburgi here in after referred to as the party of the FIRST PART which expression includes its Managing trustee & trustees authorized to on behalf of the college.

Veda Computers, Basavakalyan is an E-waste trader authorized to deal in all kinds of E-waste & is a proprietary concern owned by **Veda Computers** & having their office in Basavakalyan here in after referred to as the party of SECOND PART which expression includes his legal successors, legal heir, assignees.

Whereas:

1-The party of first party is S.S.K.Basaveshwar Arts, Science, Commerce UG & PG College, Basavakalyan

2-the party of the SECOND PART is a proprietary firm managed by dealing in buying & disposing of E-waste as per govt. norms having an is operating a faculty for the collections, transportations, dismaintaining refurbishing & disposal of E-waste.

Have agreed to enter into an understanding for the disposal of E-waste generated by the party of the FIRST PART in compliance of the E-waste management & handling rules 2011& the party of SECOND PART has agreed to

Procure & remove all E-waste generated & disposed off as per the executive directions of the govt. in disposing off, of the E-waste under the following

Terms & conditions:

- 1.As & when E-waste materials is accumulated in premises of the party of FIRST PART, they will inform the party of the SECOND PART the details of the E-waste in writing giving description of the electronic items & quantity Available
- 2. The party of the FIRST PART sales aggregates the E-waste of one tone at one designated place within the premises from where the representative of the party of SECOND PART shall collect the E-waste.
- 3. All the segregate E-waste shall be stored in the appropriated bins & / Containers as prescribed under the applicable law & party of the second part shall not be liable for any damage cause due to in appropriated storage of E-waste at the premises by the college.
- 4. Upon intimation by the party of the FIRST PART, the party of the SECOND PART shall within 15 days there form, arrange for collections of E-waste as per the applicable provisions.
- 5. The party of the FIRST PART shall issue delivery challan before collection so the E-waste from the designated place.
- 6. The party of the FIRST PART liability shall cease once the E-waste has been collected by the party of the SECOND PART from its premises except for any non disclosers of any materials information known to them with regards to E-waste during the handover of such E-waste.
- 7. It is specifically agreed & understood that compliance of applicable law during transportations & Disposal of E-waste shall be exclusive responsibilities of the SECOND PART.
- 8. It shall be the responsibility of the party of the SECOND PART to demagnetize the hard disc before disposing them off in accordance of the terms of the contracts
- 9. When the hard disks come along with the CPU the activity would be taken care by the party of the SECOND PART at free of cost. However in case of exclusive consignment of hard disks for demagnetization by the party of the FIRST PART it shall be chargeable in accordance with the terms of the contract.
- 10. The E-waste collected shall be weighed by the both the parties at the nearest weighment center available. The weighment of the E-waste shall be done in the presence of the representatives of the both the parties shall Acknowledge such

weighment slip generated in case of any discrepancy in the weighment slip shall be considered for payment.

- 11. The party of the SECOND PART, shall issue a safe destruction certificate as prescribed under applicable laws within fifteen days from receipt of such request.
- 12. The party of the SECOND PART shall pay an amount of Rs.800 inclusive of all taxes for each kilogram of E-Waste collected as per the weighment slip submitted & Accepted by both parties.
- 13. The payment shall be made by the party of SECOND PART within thirty days (30) of the collection of the E-waste in the form of an electronic transfer /cheque. The party of the SECOND PART may withhold any payment in case of any dispute regarding the weighment of E-waste & any such withholding of payment shall under this clause shall not be considered as a material breach of this Memorandum of Understanding.
- 14. This Memorandum of Understanding shall be in force for a period of 3 years from the date of signing of this Memorandum of Understanding upon completion of the term, the Memorandom of Understanding may be removed at the option of both the parties in writing on mutually agreed terms & Conditions.
- 15. This Memorandom of Understanding may be terminated by either party without assigning any reason, by giving one month written notice to the other party.
- 16.The party of SECOND PART represents & warrants the party of the FIRST PART that it has all necessary statutory permissions, consents, approvals, & Licenses to carry out business of collection, Transportation, storage management & Disposal off E-waste & it shall maintain all such permissions, consents ,Approvals, & Licenses during the term of this Memorandom of Understanding.
- 17. The party of the SECOND PART shall exercise all safety precautions& best management practices required by law, in providing service under this Memorandom of Understanding.

The party of SECOND PART shall notify the party of the FIRST PART immediately if any permit, license ,certificate ,consent, approval or identification number required for the performance of its service under this Memorandom of Understanding has been revoked , modified ,expired , suspended or not been renewed.

- 18. The party of the SECOND PART shall comply with all applicable laws, Rules & regulations & shall indemnify & hold the party of the first part harmless in this regards.
- 19. The party of the SECOND PART agrees & acknowledges that that the party of FIRST PART or its unauthorized agents shall have rights to perform environmental & safety Audit at any sight at which the party of the SECOND PART is conducting E-waste management services for the purpose of verifying environmental safety procedures following by the party of the SECOND PART.
- 20. The party of the SECOND PART shall also co-operate with the college in the events any statutory agencies conducts any audit or inspection to check the college procurements disposals & managements do E-waste by providing necessary reports , documents ,certificates & other relevant information's upon giving reasonable notice in advance of any such audits.
- 21. Notwithstanding anything to the contrary mentioned in this memorandum of understanding in no events shall parties of the first & second part be liable for any special, indirect incidental or consequential damage, including but not limited to loss of sales, business or data lost profit, or loss of use or other equipment or goodwill incurred by any party or any direct or indirect loss or damage.
- 22. Both the parties have understand the role & responsibilities & agree to stand by & do as said above for the benefit of students & college, making our environment clean.

For,

S.S.K.Basaveshwar Arts, Science, Commerce, UG & PG College, Basavakalyan 585 327 Dist. Bidar.

Haralayya Chowk, Jai Shankar Colony E. SAVAKALYAN Dist. Bidar Celi: 7411244511, Ph. 08481-250511

Date: 03/08/2021

Place: Balavakalyan

For,

Prop. VEDA Computers

Date: 03/08/2021

Place: Baravakalyan

*K Basaveshwar Arts, Science, ommerce, UG & PG College Basavakalyan Dist. E.dar

JAVEED SCRAP MERCNANT

Office -Near Darga road, Basavakalyan. Email: - javeed.44@gmail.com Phone: -08481-260522

Phone: -08481-26052. Mobile:-9945512335

Memorandum of Understanding

BETWEEN

S.S.K.Basaveshwar Arts, Science, Commerce UG & PG College, Basavakalyan

AND

Javeed scrap Merchant, Basavakalyan

For the purpose of disposal of Scrap like worn-out & outdated materials accumulated in the college once they become obsolete

S.S.K.Basaveshwar Arts, Science, Commerce UG & PG College, Basavakalyan. Run by the Sharanabasaveshwar Vidya Vardhak Sangha, Kalaburgi here in after referred to as the party of the FIRST PART which expression includes its Managing trustee & trustees authorized to on behalf of the college.

Javeed Scrap merchant, Basavakalyan is an Scrap trader authorized to deal in all kinds of Scrap & is a proprietary concern owned by Javeed Scrap merchant & having their office in Basavakalyan here in after referred to as the party of SECOND PART which expression includes his legal successors, legal heir, assignees.

Whereas:

1-The party of first party is S.S.K.Basaveshwar Arts, Science, Commerce UG & PG College, Basavakalyan

2-the party of the SECOND PART is a proprietory firm managed by dealing in buying & disposing of Scrap as per govt. norms having an is operating a faculty for the collections, transportations, dismaintaining refurbishing & disposal of Scrap.

Have agreed to enter into an understanding for the disposal of Scrap generated by the party of the FIRST PART in compliance of the Scrap management & handling rules 2011& the party of SECOND PART has agreed to

Procure & remove all scrap generated & disposed off as per the executive directions of the govt. in disposing off, of the Scrap under the following.

Terms & conditions:

- 1. As & when Scrap materials are accumulated in premises of the party of FIRST PART, they will inform the party of the SECOND PART the details of the Scrap Available.
- 2. The party of the FIRST PART sales aggregates the Scrap of one tone at one designated place within the premises from where the representative of the party of SECOND PART shall collect the Scrap.
- 3. All the segregate Scrap shall be stored in the appropriated bins & / Containers as prescribed under the applicable law & party of the second part shall not be liable for any damage cause due to in appropriated storage of Scrap at the premises by the college.
- 4. Upon intimation by the party of the FIRST PART, the party of the SECOND PART shall within 15 days there form, arrange for collections of Scrap as per the applicable provisions.
- 5. The party of the FIRST PART shall issue delivery challan before collection so the Scrap from the designated place.
- 6. The party of the FIRST PART liability shall cease once the Scrap has been collected by the party of the SECOND PART from its premises except for any non disclosers of any materials information known to them with regards to Scrap during the handover of such Scrap.
- 7. It is specifically agreed & understood that compliance of applicable law during transportations & Disposal of Scrap shall be exclusive responsibilities of the SECOND PART.
- 8. It shall be the responsibility of the party of the SECOND PART to demagnetize the any valuable material before disposing them off in accordance of the terms of the contracts.
- 9 .The Scrap collected shall be weighed by the both the parties at the nearest weighment center available. The weighment of the Scrap shall be done in the presence of the representatives of the both the parties shall Acknowledge such weighment slip generated in case of any discrepancy in the weighment slip shall be considered for payment.
- 10. The party of the SECOND PART, shall issue a safe destruction certificate as prescribed under applicable laws within fifteen days from receipt of such request.

- 11. The party of the SECOND PART shall pay an amount of Rs.800 inclusive of all taxes for each kilogram of Scrap collected as per the weighment slip submitted & Accepted by both parties.
- 12. The payment shall be made by the party of SECOND PART within thirty days (30) of the collection of the Scrap in the form of an electronic transfer /cheque. The party of the SECOND PART may withhold any payment in case of any dispute regarding the weighment of E-waste & any such withholding of payment shall under this clause shall not be considered as a material breach of this Memorandum of Understanding.
- 13. This Memorandum of Understanding shall be in force for a period of 3 years from the date of signing of this Memorandum of Understanding upon completion of the term, the Memorandum of Understanding may be removed at the option of both the parties in writing on mutually agreed terms & Conditions.
- 14. This Memorandum of Understanding may be terminated by either party without assigning any reason, by giving one month written notice to the other party.
- 15. The party of SECOND PART represents & warrants the party of the FIRST PART that it has all necessary statutory permissions, consents, approvals, & Licenses to carry out business of collection, Transportation, storage management & Disposal off Scrap & it shall maintain all such permissions, consents, Approvals, & Licenses during the term of this Memorandum of Understanding.
- 16. The party of the SECOND PART shall exercise all safety precautions& best management practices required by law, in providing service under this Memorandum of Understanding.

The party of SECOND PART shall notify the party of the FIRST PART immediately if any permit, license ,certificate ,consent, approval or identification number required for the performance of its service under this Memorandum of Understanding has been revoked , modified ,expired , suspended or not been renewed.

- 17. The party of the SECOND PART shall comply with all applicable laws, Rules & regulations & shall indemnify & hold the party of the first part harmless in this regards.
- 18. The party of the SECOND PART agrees & acknowledges that that the party of FIRST PART or its unauthorized agents shall have rights to perform environmental & safety Audit at any sight at which the party of the SECOND PART is

conducting Scrap management services for the purpose of verifying environmental safety procedures following by the party of the SECOND PART.

- 19. The party of the SECOND PART shall also co-operate with the college in the events any statutory agencies conducts any audit or inspection to check the college procurements disposals & managements old Scrap by providing necessary reports , documents , certificates & other relevant information's upon giving reasonable notice in advance of any such audits.
- 20. Notwithstanding anything to the contrary mentioned in this memorandum of understanding in no events shall parties of the first & second part be liable for any special, indirect incidental or consequential damage, including but not limited to loss of sales, business or data lost profit, or loss of use or other equipment or goodwill incurred by any party or any direct or indirect loss or damage.
- 21. Both the parties have understand the role & responsibilities & agree to stand by & do as said above for the benefit of students & college, making our environment clean.

For.

S.S.K.Basaveshwar Arts, Science, Commerce, UG & PG College, Basavakalyan 585 327 Dist. Bidar.

Date: 03/08/2021

Place: Barava kalyan

PRINCIPAL S.S.K Basaveshwar Arts, Science.

Commerce, UG & PG Coffege Rasavakalyan Dist. Bidar

For.

Javeed Scrap Merchant

Date: 03/08/2021
Place: Baravakalyam

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JAVEED SCRAP SHOP Darga Road, Basavakalyan Dist. Bidar-585327