



उत्तर प्रदेश **UTTAR PRADESH**

**ER 653011**

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") entered into this \_\_\_\_\_ day of 19-02- 2019 ("Effective Date") at.....

BY AND BETWEEN

Ch. Charan Singh University having its registered address at CCS University Main Road, Meerut, Uttar Pradesh PIN - 250004 (UP), hereinafter referred to as **PARTY-1**

AND

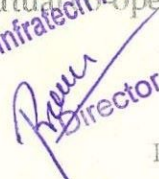
M/s Garbage Clinic & Infratech Private Limited having its registered office 003 Arsh Complex Alfa-1 Greater Noida PIN - 201308 (UP), hereinafter referred as **PARTY-2**

(hereinafter collectively referred to as the "Parties" and individual referred as "Party").

**RECITALS**

- WHEREAS **PARTY-1** has entered an MOU with **PARTY-2** to establish & to run a solid waste management project in the name of "Swachhata Prerna Udyan" named as "SPU".
- WHEREAS **PARTY-2** is in the business of providing end-to-end solution for waste management with supply of all kind of machines & tools required in the solution.
- Both the Parties are desirous to enter this agreement for mutual cooperation for the project to be undertaken.

  
Finance Officer  
Ch. Charan Singh University  
Meerut

  
Garbage Clinic & Infratech Pvt. Ltd.  
Director



NOW, THEREFORE, in consideration of the foregoing and mutual covenants contained herein, it is agreed as follows:

## 1. PURPOSE OF THE MOU

### A. Below are the roles/responsibilities of PARTY-1:

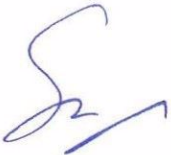
1. Finalization of suitable land for the Waste Resource Recovery Management Centre ("WRRMC") along with PARTY-2. It must have basic concrete flooring as part of it.
2. Provide two separate dustbins for each and every hostels/departments/administrative-blocks for the collection of garbage from the central location.
3. Administrative support to be facilitated by PARTY-1 for local clearance.
4. Supply of electricity, water and Broadband/ telephone facility.
5. Deployment of security guard at WRRMC center.
6. Advance payment to PARTY-2 for:
  1. Construction of WRRMC center.
  2. Procurement of compost machine & STP.
  3. Other tools/equipment and misc. items.

The detailed advance payment plan is mentioned in Annexure-1.

7. Payment of transportation cost (on actual) for Compost machine and STP.
8. Complete maintenance of WRRMC center, equipment, machines, rickshaw etc. through PARTY-2.

### B. Below are the roles & responsibilities of PARTY-2:

1. Model Concept, Technical feasibility and Project planning of Swachhata Prerna Udyan.
2. Finalization of suitable land for the creation of WRRMC.
3. Construction and supervision of WRRMC center.
4. Finalization & procurement of aerobic compost machine.
5. Finalization & procurement of STP.
6. Formation of Self Help Group.
7. Finalization & high-level dress design of Self Help Group members.
8. Finalization & list hand over of - Tools, Equipment, dress etc.
9. Procurement of rickshaws, tools, dress, uniform, I-card, gloves, masks, shoes, socks, apron etc.
10. Capacity building of Self Help Group members.
11. Normal health check-up of Self Help Group members.
12. Quality control of WRRMC material & tools.
13. Digital enablement of self-help-group (SHG) members.
14. End-to-End supervision/ consultancy of Swachhata Prerna Udyan during project commissioning.
15. End-to-End supervision/ consultancy of Swachhata Prerna Udyan after project commissioning.

  
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Director

16. Vendor tie-up for the sales of resources (compost & industrial waste).
17. Deposit generated revenue in **PARTY-1** bank account.
18. Conduct seminars in latest waste management technologies (on need basis) at a minimum 3-4 seminars in a year.

C. **PARTY-1** shall pay below fees (which is part of total cost) to **PARTY-2** during setting up the Swachhata Prerna Udyan:

1. Project Initiation & Ground-work: INR 1,50,000/- (excluding applicable 18% GST).
2. IEC Program: INR 1,50,000/- (excluding applicable 18% GST).
3. SHG Formation: INR 60,000/- (excluding applicable 18% GST).
4. Supervision, Monitoring, Training: INR 1,40,000/- (excluding applicable 18% GST).
5. Vendor Tie-up: INR 35,000/- (excluding applicable 18% GST)

The detailed payment plan, deliverables and target dates are mentioned in **Annexure-2**.

D. **PARTY-1** shall pay below fees to **PARTY-2** on monthly basis for running the Swachhata Prerna Udyan after the project commissioning: INR 1,20,000/- (excluding applicable 18% GST).


This will include the following:

1. Ensuring proper dry & wet waste collection from the house-holds and from departments/hostels/administrative-blocks central point.
2. Ensuring proper dry & wet waste segregation & cleaning at WRRMC.
3. Ensuring proper cleaning of required machine & tools.
4. Performance/ attendance monitoring of Self Help Group members.
5. Filling of vacancies in case of attrition of Self Help Group members.
6. Deployment of in-house local Garbage-Clinic supervisor.
7. Monthly data collection – for revenue resource.
8. Monthly visit of **PARTY-2** central team for audit & quality-check.

**Note:**

1. Above monthly project maintenance cost/fees will be renewed/revised annually as per mutual agreement between the parties.
2. Any material & service cost for machine/equipment maintenance needs to be borne by **PARTY-1**.

E. Invoices raised from **PARTY-2** shall be paid in full within a week by the **PARTY-1**.

  
In-charge Officer  
Dr. Charan Singh University  
Meerut

  
Garbage Clinic & Infratech Pvt. Ltd.  
Director



## 2. ASSIGNMENT

None of the Parties shall assign this MOU or any of its respective rights or obligations hereunder, to any other third party without the prior written consent of the other, which shall not be unreasonably withheld.

## 3. LIABILITY

- a. Each Party hereto in performing its obligations under this Agreement shall bear its costs, fees and other expenses;
- b. In no event shall either Party be liable to or through the other Party or any third party for any actual, consequential, incidental or special damages including, but not limited to loss of business or reputation, lost profits arising from any claim or action hereunder, whether based on contract, tort, or other legal theory, whether the Party knew or should have known of the possibility of such loss.

## 4. DURATION OF THE MOU

This agreement shall be effective on the Effective Date and will be valid for three years unless otherwise renewed with mutual written consent. Also, this agreement can be terminated by either parties after giving one month's notice to the other party.

## 5. CONFIDENTIALITY

It is the intent of the Parties to exchange of technical and commercial information that each Party deems appropriate to fulfill the objectives of this Agreement. Each Party shall at all times use its best endeavours to keep confidential (and to procure that its employees and agents shall keep confidential) any confidential information which it or they may acquire in relation to the business and affairs of the other party to this agreement and shall not use or disclose such information except with the consent of that other Party or in accordance with the order of a court of competent jurisdiction.

## 6. MEETINGS


All meetings shall take place at a venue mutually decided by the Parties with participation by the authorized representatives of the Parties.

## 7. FORCE MAJEURE

Neither Party shall have any liability for any failure to perform, or delay in performance of its obligations due to governmental decision, war (including acts of terrorism and warlike acts, even if no formal state of war has been declared), civil or military uprising, sabotage, fire, flood, droughts, monsoon, natural calamities, epidemics, quarantine restrictions, disturbance in supplies from normally reliable sources (including, but not limited to electricity, water, fuel and Each Party-Lucent shall promptly notify other Party of any delay caused by force



Finance Officer  
Dr. Charan Singh University  
Meenu

Garbage Clinic & Infratech Pvt. Ltd.  
  
Director

majeure. If the delay resulting from force majeure exceeds three (3) months, either Party may terminate this MOU.

## 8. AMENDMENTS

Any amendments to this agreement shall be in writing and signed by the authorized representatives of the Parties.

## 9. NOTICES

All notices and communications shall be sent to following addresses of the Parties:

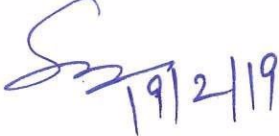


**PARTY-1 :** CCS University Main Road, Meerut, Uttar Pradesh PIN -250004 (UP)

**PARTY-2:** 003 Arsh Complex, Alpha - 1, Greater Noida, UP - 201308

## 10. APPLICABLE LAW AND JURISDICTION

This MOU will be subject to the laws of India. This Agreement shall be governed by and construed as a sealed instrument under and in accordance with the laws of India and the Courts at Noida or Meerut shall have the jurisdiction over any dispute in relation to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument by duly authorized representatives on the day and year first above written.

<p>For Ch. Charan Singh University Meerut</p> <p>Signature  Name Designation Date - <b>Finance Officer</b> Place - <b>Ch. Charan Singh University</b> <b>Meerut</b></p>	<p>For Garbage Clinic &amp; Infratech Private Limited</p> <p>Signature  Name - Praveen Nayak Designation - Director Date - Place -</p> <p><b>Garbage Clinic &amp; Infratech Pvt. Ltd.</b> <b>Director</b></p>
<p>WITNESS In presence of</p> <p>1.) Signature  Name Address</p>	<p>WITNESS In presence of</p> <p>1.) Signature Name Address</p>

**Garbage Clinic & Infratech Pvt. Ltd.**  
  
**Director**

**Annexure-1**  
**Advance Payment Plan for PARTY-2**

Item	Cost (before GST)	% GST	Cost (after GST)	Advance 70%	Target Payment Date
WRRMC shed construction + Storage + Toilet	INR 20,00,000/-	18%	INR 23,60,000/-	INR 16,52,000/-	T0+1 Week  (Note: Full payment on construction)
TALLBOY® Organic Waste Converters (2000 KGPD) + 16 Bio Bins + Bioculam + Absorbent	INR 23,56,000/-	12%	INR 26,38,720/-	INR 18,47,104/-	T0+1 Week  (Note: Full payment on delivery)
Manual Rickshaw: (INR 40,000/-), E-Rickshaw: (INR 1,50,000/-)	INR 1,90,000/-	28%	INR 2,43,200/-	INR 1,70,240/-	T0+4 Week  (Note: Full payment on delivery)
Tools & Equipment, dress, I-Card, gloves, masks, shoes, socks, apron etc.	INR 1,50,000/-	12%	INR 1,68,000/-	INR 1,17,600/-	T0+4 Week  (Note: Full payment on delivery)
Reju WATER™ STP Unit (10 KLD) – One Unit	INR 4,55,000/-	12%	INR 5,09,600/-	INR 3,56,720/-	T0+1 Week  (Note: Full payment on delivery)
Data center connectivity, GPS Tracking, Bio metric, CCTV, Centralized monitoring	INR 2,00,000/-	12%	INR 2,24,000/-	INR 1,56,800/-	T0+4 Week  (Note: Full payment on delivery)



Finance Officer  
Ch. Charan Singh University  
Meerut


Garbage Clinic & Infotech Pvt. Ltd.  
  
Director



**Annexure-2**  
**Payment Plan for PARTY-2**

Payment Milestone	Cost	PARTY-2 Deliverables	Target Date
<b>Project Initiation &amp; Ground-work:</b> 1. Model Concept & Project Planning 2. WRRMC site finalization. 3. Work Order and MoU signing between PARTY-1 & PARTY-2. 4. Aerobic compost machine finalization/procurement. 5. SIP finalization/procurement. 6. Finalization/procurement & list hand over of - Tools, Equipment, dress etc. 7. Finalization/procurement & high level dress design for Self Help Group members.	INR 1,50,000/-  (Excluding applicable 18% GST)	PARTY-2 to prepare & submit the report on "Project Initiation & Ground-Work" to Party 1.	T0+2 Weeks  (T0 is project start date)
<b>IEC Program:</b> 1. Awareness program in university regarding Solid Waste Management. 2. Information sharing regarding Swachhata Prerna Udyan and its benefits. 3. Awareness program in university regarding waste segregation. 4. Arrange meeting with university representative regarding IEC program. 5. Distribution of swachhata pamphlets.	INR 1,50,000/-  (Excluding applicable 18% GST)	PARTY-2 to prepare & submit report on "IEC Program" activities to PARTY-1.	T0+4 Weeks  (T0 is project start date)
<b>SHG Formation:</b> 1. Selection of SHG members. 2. Normal Health Check-Up of SHG members (assisted by PARTY-1).	INR 60,000/-  (Excluding applicable 18% GST)	PARTY-2 to prepare & provide complete list of selected SHG members to PARTY-1.	T0+5 Weeks  (T0 is project start date)
<b>Supervision, Monitoring, Training:</b> 1. Data Center Design, Bio-Metric, Web-Cam, installation. 2. Supervision and quality control during WRRMC construction. 3. Training of SHG members. 4. Supervision of compost machine installation.	INR 1,40,000/-  (Excluding applicable 18% GST)	PARTY-2 to prepare & provide report regarding training, completion and readiness of WRRMC to PARTY-1.	T0+8 Weeks  (T0 is project start date)
<b>Vendor Tie-up:</b> 1. MoU between PARTY-1 and vendor for organic products. 2. MoU between PARTY-1 and vendor for non-organic products.	INR 35,000/-  (Excluding applicable 18% GST)	PARTY-2 to prepare & provide list of selected vendors to PARTY-1.	T0+10 Weeks  (T0 is project start date)

  
 Finance Officer  
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 Director