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Sr. No.....
Amount.....
Purpose..... 29 AS

01 JUL 2023

RAJ SINGH STAMP VENDOR
GURUGRAM (HARYANA)

133

AGREEMENT FOR SAFELY DISPOSAL OF HAZARDOUS WASTE (USED LUBE OIL)

This agreement is made and executed at Gurgaon on **08TH AUGUST 2023.**

By and Between:

M/S. K. R. MANGALAM UNIVERSITY SOHNA ROAD , GURUGRAM HARYANA- 122103 [hereinafter referred to as the 'First Party'] which expression shall unless repugnant to the context or meaning hereof mean and include its representative, successors in interest, executors, administrators, liquidators and permitted assigns], through its duly Authorised Signatory **REGISTRAR K .R. MANGALAM UNIVERSITY GURURAM** one part;

And

M/s INDIAN PETRO & CHEMICALS, a Partnership concern having its office at VILLAGE SIHARI, MATHURA ROAD, BALLABHGARH, FARIDABAD-Haryana, hereinafter referred to as the "**Second Party**", which expression shall, unless repugnant to the context or meaning hereof, mean and include its representatives, successors in interest, executors, administrators, liquidators and permitted assigns], through its duly Authorised Signatory **Mr. PRADEEP KUMAR** of the **other part**;

(The above mentioned Parties to this agreement shall also be collectively referred to as "**Parties**" and individually as "**Party**").

AND WHEREAS the Second Party has represented that they are the

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Sohna Road, Gurgaon
Haryana - 122103

For INDIAN PETRO & CHEMICALS

Authorised Signatory

authorized, registered and licensed under Central Pollution Control Board and Haryana State Pollution Control Board and have a cost effective organization of Hazardous Waste to safely dispose generated waste oil and has requested to purchase the Used Lube Oil from the first party and First Party has accepted the request of Second Party on the terms and conditions set forth in this agreement.

AND WHEREAS it is deemed expedient to record the terms and conditions between the parties in this Agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED COVENANTED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS.

- That the First Party has agreed to engage Second Party, on terms and conditions contained hereinafter for selling used lube oil from First Party.

- That Second Party will purchase the used oil from first parties as mentioned above sites at rates mentioned in this agreement.

- That Second Party shall use its best skills and judgments and shall perform all services timely, diligently and to the reasonable scarification of the First Party in a whole.

- That the Second Party shall provide the service diligently and in conformity with the applicable laws and regulations. Second Party shall carry out the service in under the supervision of employees of First Party.

- That the services to be provided by the Second Party are detailed in this agreement. However it is expressly understood between the parties that scope of work is only indicative of the services to be provided by Second Party and not an exhaustive list of the services to be provided by Second Party and the First Party will be entitled to add more service in the scope of work

- That Second Party undertakes to fulfill all the formalities and requirements of Government of India, Ministry of Environment and Forest and CPCB and other authorities.

- That the Second Party will be responsible for collection of used oil at

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price indicated against each item hereunder.

THAT THE SCOPE OF WORK WILL BE AS UNDER:

- That used oil will be sold to second party under the supervision of representative of First Party.
- That the representative of the First Party shall observe the loading of the vehicle when used oil is taken from the Second Party. In such case Second Party representative will accompany the truck during the time it is lifted from the sites.
- That the clearance of the paper such as gate pass will be provided by the First Party.
- That at the disposal site, waste will be stored as per the categorization and adequately segregated. All precautions shall be taken to avoid spillage of any kind and leaching to the soil. The Second Party shall ensure that the people handling hazardous waste have adequate training and knowledge of type of hazardous waste being handled.
- The Second Party shall ensure that the vehicle for transportation of hazardous is in perfect condition and the driver has valid driving license and other permission and necessary papers. If any of the transport is approved by State Pollution Control Board is there, then vehicle will be arranged from the transporting agency only.
- That the Second Party will ensure that before loading all hazardous waste containers are labeled (as per form-12 of the rule).
- That If any material is found to be taken out by Second Party except

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permitted than First Party have the sole right to cancel the agreement with immediate effect. The case will be handed over to First Party's Legal Staff for future action.

THAT THE SECOND PARTY UNDERTAKES AS UNDER:

- That the Second Party represents that they have the specialization to handle Hazardous Waste, used oil and permission under Applicable Rule i.e. Hazardous Waste (Management and Handling) Rules 1989 Amended 2016.

- That the Second Party will ensure that the hazardous waste will be Loaded stored and copy of TERM card (as per Form-9 of the above mentioned Rule) be given. In case of any doubt, concern First Party's Officials may be asked for the clarification.

- That the Second Party will produce consent from respective State Pollution Control Board (From –2) and the approval of the disposal site from Ministry of Environment & Forest.

- That the First Party will receive the 7 copies of manifest from the Second Party as per from 10 of the above mentioned rule.

    - Copy-1 (White): Copy 1 will be forwarded to SPCB/PCC by first party.
    - Copy-2 (Yellow): Copy 2 will be retained by first Party.
    - Copy-3 (Pink): Copy 3 will be returned by the First Party to second party.
    - Copy-4 (Orange): Copy 4 will be returned to the transporter after accepting waste.
    - Copy-5 (Green): Copy 5 will be forwarded to Pollution Control Board after disposal.
    - Copy-6 (Blue): Copy 6 will be returned to second party after safe disposal.
    - copy-7 (grey) : interstate transportation.

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Haryana

That the Second Party undertakes to indemnify and keep indemnified the First Party in case of any misuse, mishandling, pilferage or spill over of the hazardous waste by the Second Party, its employee, agents and / or any authorized person thereof resulting in any penalty, liability and damages under any rule, regulation, Acts, Notification imposed by the authority concerned.

THAT THE PAYMENTS TERMS WILL BE AS UNDER:

- The respective rates for used oil, payable by Second Party shall be as follows :-

S. No	Description	UOM	Unit rates
1	Used oil (without water with drum of 220 Ltr}	Drum	Rs.4000/- (Inclusive all taxes duties)

- All taxes excise duties, sales taxes, wherever applicable is mentioned in net prices.
- All Payments to be made in advance through Cheque/ Pay Order Deposit.

- The transportation and any other cost required for used oil collection will be born by Second Party.
- First Party reserves its right to review the rates of the used oil items on periodic basis at its own discretion.

Registrar
K.D. ... University
So...
Hary...

For INDIAN PETRO & CHEMICALS

Authorised Signatory

THAT THE DURATION OF AGREEMENT WILL BE AS UNDER:

- This agreement shall be affective for a period of **TWO year** and commenced from **08TH AUGUST 2023 to 07TH AUGUST 2025.**

M/S. K.R. MANGALAM UNIVERSITY	**M/S INDIAN PETRO & CHEMICALS**
Registrar K.R. Mangalam University Sohna Road, Gurgaon	For INDIAN PETRO & CHEMICALS Authorised Signatory
PARTICULARS OF SIGNATORY NAME: REGISTRAR K.R. MANGALAM UNIVERSITY ,GURUGRAM Auth. Signatory	**PARTICULARS OF SIGNATORY** NAME: PRADEEP KUMAR Auth. Signatory

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