

ADINATH RECYCLOTRIX PVT LTD

PANIPAT HR.

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Sr.
An **AGREEMENT**
Purpose ✓

24 AUG 2023

NAVEEN KUMAR STAMP VENDOR
Gurugram (Haryana)

AGREEMENT FOR SAFELY DISPOSAL OF HAZARDOUS WASTE (E- Waste)

This agreement is made and executed at Gurgaon **24th AUGUST, 2023.**

M/S K. R. MANGALAM UNIVERSITY SOHNA ROAD, GURUGRAM, HARYANA-122103 INDIA [Thereinafter 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 **REGISTRAR K R MANGALAM UNIVERSITY GURUGRAM** one part.

By and Between:

And

Makay

Registrar

K.R. Mangalam University
Sohna Road, Gurgaon
Haryana - 122103

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M/S. ADINATH RECYCLOTRONIX PVT LTD. PLOT NO. 361, INDUSTRIAL ESTATE, HSIIDC, PANIPAT, HARYANA - 132103, 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 Authorized Signatory **MR. PRADEEP KUMAR BEHERA** 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 authorized, registered and licensed under HARYANA State Pollution Control Board and have a cost effective organization of Hazardous Waste to safely dispose generated E-Waste and has requested to purchase the E-Waste 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.

The first party agreed to award contract for lifting of e-waste as per the following terms & conditions: -

- This agreement is made under the "E-waste (Management & Handling) Rules 2011 which is called here Said "Act"
- That the Contractor will provide the following services: -
 - For management & handling of E-Waste (CAT 31.1).
 - Final Disposal of E-Waste (CAT 31.1) as per law.
- The Principal shall alone be liable for fulfill & maintain all the required documents & records which are required under the said "ACT". Form -6 will be provided by the party. Also help in maintaining Form-2.

- Taxes & Duties: Taxes & Duties shall be per attached Quotation. Taxes and duties are inclusive in the rate quoted and also mentioned in the agreement.
 - That the Principal shall maintain all the registers and records (Form 2) required to be maintained by a contractor as per E-waste (Management & Handling) Rules 2011.
 - The Contractor undertakes to hold full responsibility and liability for non-compliance of any applicable law in any manner on the part of the contractor. The Principal shall not be liable for any unlawful action or inaction on the part of the Contractor. The Contractor however, shall indemnify the principal for any loss or damages or claim it may suffer or incur due to unlawful action or inaction on the part of the Contractor.
- g. After lifting of the e-waste or hazardous waste material from the principal premises, the principal are not liable and/or responsible for any loss which occur due to damage, leakage, spillage, accident, pilferage etc.
- The Principal undertakes to hold full responsibility and liability for non-compliance of any applicable law in any manner on the part of the Principal. The Contractor shall not be liable for any unlawful action or inaction on the part of the Principal. The Principal however, shall indemnify the Contractor for any loss or damages or claim it may suffer or incur due to unlawful action or inaction on the part of the Principal.
 - The principal shall have right to nominate its representative to be present at the time of fulfill the Compliance under the said ACT.
- The Principal will receive the 4 copies of manifest from the Contractor as per **from 6** of the above-mentioned rules. Copy number with colour code:
 - I. **COPY(Yellow): To be retained by the sender after taking signature on it from the transporter and other three copies will be carried by transporter.**
 - II. **COPY(Pink): To be retained by the receiver after signature of the transporter.**

III. COPY(Orange): To be retained by the transporter after taking signature of the receiver.

IV. COPY (Green): To be returned by the receiver with his/her signature to the sender.

- That the Contractor undertakes to indemnify and keep indemnified the First Party in case of any misuse, mishandling, pilferage or spillover 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 e- waste rate, payable by Second Party shall be as follows: -

Rates of E Waste:

SI.No	Item Description	UOM (Kg.)	Rate (Rs.)
1	CFL Fluorescent Tube (36W), 20-Watt Batten Type LED, 15-Watt Round Down LED lights.	Kg.	FOC
2	Fluorescent Tube light Frame	Kg.	12
3	100 amp. mccb(3p)	Kg.	25
4	4 pole 40 Amp. RCCB	Kg.	25
5	Rotary VCB TNC switch	Kg.	12
6	ELECTRONICS CONTROL BOARD	KG	40
7	Cpu, laptop Computer, monitor, EC motors Compressor, ups inverter, copper wire,	Kg.	21
8	Printer/ Scanner & Keyboards & other	Kg. Kg.	18 30

9	BATTERIES	Kg.	60
19	AC	KG	40
20	Metallic Waste	KG	20


- 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/ cash.
- The transportation and any other cost required for collection will be borne by Second Party.

THAT THE DURATION OF AGREEMENT WILL BE AS UNDER:

1. Both the parties have read and understand the contents of the above agreement and have executed this agreement on the day, month and year stated above.

2. That in case of any dispute and/or touching upon and/or relating to this contract and/or anything incidental thereto including any and/or any or all claims of either of the parties shall be referred to the sole arbitration of Company's official not below the rank of Manager whose award shall be final and binding upon the parties. The arbitration shall be in accordance with Indian Arbitration Act. The venue of arbitration shall be at the discretion of the arbitrator.

- This agreement shall be effective for a period of **ONE Year** and commenced from **24th AUGUST 2023, to 23rd AUGUST 2024.**

<p>M/S. K. R. MANGALAM UNIVERSITY</p> <p><i>Mahajan</i></p>	<p>M/S. ADINATH RECYCLOTRONIX PVT LTD.</p> 
<p><u>PARTICULARS OF SIGNATORY</u></p> <p>K.R. Mangalam University REGISTRAR K.S.R. MANGALAM UNIVERSITY GURUGRAM</p> <p>Auth. Signatory</p>	<p><u>PARTICULARS OF SIGNATORY</u></p> <p>MR. PRADEEP KUMAR BEHERA</p> <p>Auth. Signatory</p>