



Ref. No.: KRMU/Admin./Agreement/2020-21/208

Dated: 10.11.2020

AGREEMENT

THIS AGREEMENT made on this Day 10th of November 2020

Between

K.R. Mangalam University, a state private university established under Haryana private Universities Act, 8 of 2013 having its campus K.R. Mangalam University, Sohna Road, Sohna, Gurugram (Haryana)-122103 (hereinafter called as "**FIRST PART**") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors nominees and assigns of the First Part.

AND

Bharat Oil Company (India) Registered (BOC) a partnership concern registered under the Partnership Act with its registered office at 169 Kailash Hills, New Delhi 110065, duly registered with Central Pollution Control Board, having its CHWTSDf at E-18, Site IV, Sahibabad Industrial Area, Ghaziabad, (UP), duly authorized by the UPPCB, under the Environment Protection Act 1986 (for short the 'Act') and the Hazardous & other Waste (Management & Transboundary Movement) Rules 2016, and / or the E-Waste (Handling & Management) Rules 2016 (for short 'The Rules') as amended from time to time, represented by its Director/Partner, as the case NOVEMBER be (hereinafter called as "**SECOND PART** " which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, nominees and assigns of the Second Part.

For Bharat Oil Co. (I) Regd.

Novem
Partner

Page 1

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

Sohna Road, Gurugram, Delhi-NCR, PIN-122103
0124-2867800 www.krmangalam.edu.in

WHEREAS First Part is engaged in imparting higher education and during the said process/ activities different types of wastes including Hazardous Waste are generated as per Annexure to this Agreement.

AND WHEREAS the First Part desires that the Hazardous Waste, being generated at its production unit mentioned above, to be lifted, transported, treated, stored and disposed of, by utilizing the services of SECOND PART, as per the Pollution Control Board Authorization (list of Hazardous Wastes and their tentative quantity, which would be generated at the FIRST Part's campus located at K.R. Mangalam University, Sohna Road, Sohna, Gurugram-122103 is enclosed herewith marked as Annexure.

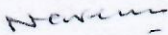
AND WHEREAS the SECOND PART has represented and assured to First Part that it's Facility in Sohna- Gurugram (Haryana) is duly authorized by the concerned State Pollution Control Board and further capable of handling the Hazardous Waste generated at the First Part's premises.

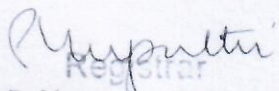
AND WHEREAS First Part has agreed to avail the services of Second Part for treating the Hazardous Wastes, in its above named facility/facilities.

Now, therefore, those present witnessed and it is hereby declared and agreed by and between the Parties as follows:-

1. The scope of services to be provided by Second Part is limited to lift, transport through authorized vehicles, treat, store and dispose of Hazardous Waste of First Part as per the guidelines prescribed by Pollution Control Board or **First Part** can also send HW to SECOND Part's Plant directly at its own cost.
2. Second Part, on receipt of written information from FIRST PART, will plan and schedule lifting logistics of the Hazardous Wastes from the premises of FIRST PART within three (3) business days of receipt of such information. First Part shall

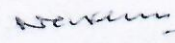
For Bharat Oil Co. (I) Regd. Page 2


Partner


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

- ensure that Hazardous Wastes must be packed in proper & leak proof Bags or polythene Bags or containers for safe transportation.
3. SECOND PART shall at all times comply with all the provisions of Hazardous & other Waste (Management & Transboundary Movement) Rules, 2016 as amended from time to time framed by MoEF/CPCB.
 4. SECOND PART shall indemnify and keep indemnified FIRST PART from all losses, damages, and third party claims after taking out HW from the premises of the First Part, in cases of non-compliance of statutory norms on the part of SECOND PART.
 5. FIRST PART shall keep ready the Hazardous Waste as per the mandate given to SECOND PART for collection, as it is a common facility catering to diverse wastes. SECOND PART shall follow Ministry of Environment & Forest, Central Pollution Control Board and State Pollution Board guidelines, future amendments and latest disposal technologies.
 6. FIRST PART shall ensure that the above Hazardous Waste must be packed & labeled as per rules in proper containers/bags so as to prevent any damage/spillage of the material, during transit to SECOND PART factory. Containers/Bags arranged by FIRST PART shall be of Metallic/PVC/Leak proof Bags and kept at the storage place under cover. Container/Bags' weight will also be added in the weight of the material and these are not returnable basis
 7. FIRST PART will provide labour and special Material Handling Equipments at its own cost to lift and load the containers at the FIRST PART premises, in the vehicles for the transportation.
 8. FIRST PART has mandatory obligations to provide the entire process detail which leads to generation of Hazardous Waste and its tentative Quantity per month or year to SECOND PART for the purpose of determining the waste characteristics and to decide parameters for comprehensive analysis and process for disposal. However, it is specifically agreed between the parties that the process details provided by FIRST PART shall be kept confidential and Second Part shall not disclose it to any third party without the First Part's prior written consent. This

For Bharat Oil Co. (I) Regd. Page 3

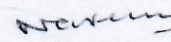

Partner

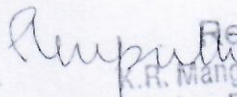

Registrar
K.R. Mangalam University
Sector Road, Gurgaon
Haryana - 122103

- clause shall survive termination for a period of 1 (One) year after the determination of this Agreement for any reason whatsoever.
9. FIRST PART shall provide comprehensive Laboratory Analysis Report from a CPCB approved Laboratory of each type of Hazardous Waste for Finger Print Analysis. In the event there are differences in the analysis results; FIRST PART NOVEMBER send its samples to a mutually agreed THIRD PARTY at their own cost. New Comprehensive Analysis Reports shall be provided by FIRST PART when there is a change in the Hazardous Waste characteristics, manufacturing process or change in the product mix etc. Reports must be provided to SECOND PART prior to scheduling pick-up of Hazardous Waste. Reports shall be sent via Electronic mail as well as by courier/speed post to SECOND PART.
 10. The comprehensive Analysis Report shall determine the disposal Pathway based on the Waste Characteristics and as per Waste Acceptance Criteria given to the FIRST PART and any other condition/solution that would help in safe disposal of Hazardous Waste. Disposal Pathway is mutually agreed between FIRST PART and SECOND PART to finalize the disposal base or basic USER CHARGES. The base User Charges are defined in Annexure to this Agreement.
 11. FIRST PART will maintain and provide details of the HW as per the provisions in various Forms prescribed in the Rules. These Forms can be provided by SECOND PART at cost or be printed by FIRST PART as per the formats given by the SECOND PART.
 12. If FIRST PART provides any false information/declarations or withholds information in relation to the provisions of Hazardous Waste rules and / or E-Waste rules any time during the term of this Agreement, all charges of Hazardous Waste during transportation, handling, treatment and disposal including post-disposal period shall remain vested at the responsibility of FIRST PART.
 13. The charges for collection, treatment, storage, and disposal facility (hereinafter called as User Charges) will be applicable to FIRST PART/SECOND PART as per Annexure.

For Bharat Oil Co. (I) Regd.

Page 4


Partner


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

14. FIRST PART shall make payment for Waste Management Services to SECOND PART and vice-versa per User Charges and other terms and conditions as per payment terms outlined in Annexure.
15. FIRST PART is responsible to segregate/store/accumulate/fill/load the Hazardous Waste in the container provided by FIRST PART in a neat and proper manner and so also, the container area should be accessible to SECOND PART's vehicle, to come and lift the Waste. The Transporter/SECOND PART reserves the right to reject lifting of Hazardous Waste spilled over the ground and container whose exteriors are soiled by Hazardous Waste spillage due to leakage.
16. In case, for any reason, the SECOND PART's Vehicle is sent back without giving the Hazardous Waste even after being requisitioned by FIRST PART, FIRST PART will have to pay actual transport charges to SECOND PART, for a minimum load of three (3) MT.
17. First Part shall at all times comply with all the provisions of the Acts and Rules from time to time in force and the Guidelines issued from time to time regarding handling of Waste involving the collection, storage, transportation and delivery thereof, and shall, without prejudice to the generality of the foregoing, also comply with all Environmental Protection Laws, Safety Laws and Regulations from time to time in force and the Rules, Regulations and Notifications made or issued thereunder from time to time. In the event of First Part committing any breach of the terms of this clause of Agreement, FIRST PART shall indemnify and keep indemnified SECOND PART from and against all claims, payments, costs and actions of whatsoever nature brought against or sustained or incurred by SECOND PART arising from or as a result of such breach committed by FIRST PART in that behalf, provided these are proved.
18. FIRST PART & SECOND PART shall indemnify and keep indemnified each other at all times from and against all actions, suits, proceedings, claims, third party claims, costs, payments and expenses of whatsoever nature made or suffered or incurred by the other PART whether by reason of or by virtue of non-performance

For Bharat Oil Co. (I) Regd.

Page 5

Narain
Partner

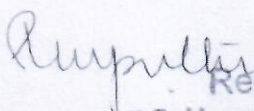
Rupali
Registrar
K.R. Mangalam University
Sohna Road, Gurgaon
Harvana - 122103

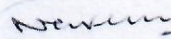
or non-observance or non-compliance by either PART, of any terms and conditions of this Agreement or of the relevant Act, the Rules and the Guidelines.

**IT IS FURTHER HEREBY AGREED BY AND BETWEEN THE PARTIES
AS UNDER:**

19. This Agreement is valid for Five Years from **1st November 2020 to 31st October 2025** and can be renewed thereafter on similar or revised terms and conditions as November be mutually agreed between the parties.
20. FIRST PART shall use the services of the SECOND PART during the period of this contract to dispose generated hazardous waste at agreed prices, while the agreement is in force. SECOND PART must legally and safely collect, transport, treat, dispose hazardous waste from FIRST PART during the agreed period per rates agreed while this Agreement is in force and payments made as per Agreement terms.
21. If all the terms and conditions as per the clauses of this Agreement are adhered to by FIRST PART, it will be SECOND PART's responsibility to lift, transport, treat and dispose of the Hazardous Wastes generated by FIRST PART in accordance with prevailing Govt. Rules and FIRST PART shall not have any liability whatsoever in this regard.
22. The main mode of final disposal of HW shall be Incineration/Land-filling and ash would be cemented and landfilled. The modes of disposal are dependent on the Hazardous Wastes' characteristics and FIRST PART shall not have any liability whatsoever in this regard.
23. The User Charges are subject to Annual Revision on the basis of Govt. of India Wholesale Price Index [WPI], (Commodities Index-Ail India) and once a quarter in the event of escalation of fuel costs and on major price escalations, escalation of fuel costs viz., Power Tariff, change in Disposal Technologies/Method, Wage Hike etc., to name a few. For the purpose of escalation in fuel cost, 30% of freight rate will be considered as fuel element of the cost.

For Bharat Oil Co. (I) Regd. Page 6



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

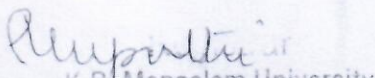

Partner

24. SECOND PART reserves the right to cancel this Agreement if FIRST PART fails/refuses to pay the bills/dues as per the payment terms applicable to FIRST PART as mentioned in Annexure. A Notice period of maximum Fifteen (15) days will be allowed from the date of submission of Invoice. If FIRST PART fails to pay in settlement of the Invoice, it shall be liable to pay interest @ 18% per annum and this NOVEMBER also result in cancellation of First Part's Membership, forfeiture of deposit, and termination of this Agreement. Repeated defaults and violation of payment terms will also result in cancellation of Membership and forfeiture of Membership deposit.
25. Hazardous Wastes that require other alternate destruction technologies shall be handled at SECOND PART's facility. However, the prices for such treatment techniques shall be determined on a case-to-case basis on their characteristics.
26. Notwithstanding anything contained herein, neither Part hereto shall be liable for damages or have this Agreement terminated for any delay or default in the performance of such Part hereunder if such delay or default in performance derives from conditions beyond the reasonable control of such Part, including but not limited to, acts of God, fires, floods, extreme drought, riots, work stoppages, embargoes, governmental actions or damage to the plant or facility or any cause unavoidable or beyond the control of either part including any arbitrary ruling by the Government prohibiting the handling of the Waste or continuing domestic or international problems such as wars, pandemic or natural calamities.
27. This Agreement shall be deemed to represent the entire Agreement between the parties hereto regarding the subject matter hereof and shall supersede, cancel and replace all prior agreements or arrangements, if any, in this behalf, signed/entered into by and between the parties hereto.
28. This Agreement is on principal to principal basis and nothing contained herein shall be deemed to constitute a partnership, joint venture or agency by and between the parties hereto.
29. This Agreement NOVEMBER be modified or amended only by writing, duly executed by or on behalf of the parties hereto.

For Bharat Oil Co. (I) Regd.

Page 7


Partner


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

30. Any terms and conditions of this Agreement NOVEMBER be waived at any time by the party that is entitled to the benefit thereof. Such waiver must be in writing and must be executed by an authorized officer of such party. A waiver on one occasion will not be deemed to be a waiver of a similar occasion or any other similar breach or non-fulfillment on a future occasion.
31. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future laws, such provisions shall be deemed terminable and the remaining parts and provisions of this Agreement shall remain in full force and effect.
32. Either Part shall have the right to terminate this Agreement upon giving 30 days written notice to the other Part with a reasonable cause.
33. It is clearly and expressly understood by and between the parties that the activity of lifting, transportation, treatment, storage and disposal of Hazardous Wastes is an independent contract and it does not come within the purview of the FIRST PART's manufacturing and selling activities. It is also clearly understood and confirmed by and between the parties that this contract is for performance of work and not for supply of Labour.
34. Nothing contained in these terms and conditions shall be construed as creating any relationship either direct or indirect of employer and employee between the FIRST PART and the persons engaged by SECOND PART. The FIRST PART shall have no liability towards such persons and such persons will not have any claim whatsoever against the FIRST PART for salary, wages, provident fund, gratuity, retrenchment compensation or any other compensation for accident or death or any other claim whatsoever.
35. Any dispute arising on any clause or clauses of this Agreement and the contents of the Annexure hereto between FIRST PART and SECOND PART shall be referred to an Arbitrator of repute by SECOND PART. The Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 with amendments thereof. The arbitration proceedings shall be conducted in

For Bharat Oil Co. (I) Regd.

Page 8

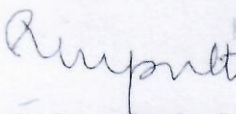


W. K. K.
Partner

- English and shall take place at New Delhi, India. The arbitral award, including interim awards, if any, shall be final and binding upon both parties.
36. Subject to the provisions of the foregoing clause, FIRST PART and SECOND PART mutually agree that the courts of New Delhi alone, to the exclusion of any other, shall have the jurisdiction.
37. SECOND PART will lift and dispose waste from FIRST PART only if FIRST PART has valid & active legal authorization/consent to generate waste and operate the specified unit by relevant SPCB. First Part states that it is authorized to generate Hazardous Waste vide PPCB approval No. Dated.....valid till..... (copy attached), and has valid unexpired Consent to Operate under Air/Water Act No. Dated.....valid till.....(copy attached). The actual operation of collection/Transportation/Storage/Treatment/Disposal of Hazardous Waste from First Part will start only after receiving the copy of valid approval of Air/Water/HW Consents from First Part. First Part will notify promptly in 30 days to SECOND PART if it has been ordered **closure** by relevant state pollution control board or any court of jurisdiction over it and that during the term of this agreement.

This Agreement is signed on this 10th of NOVEMBER 2020 at New Delhi.

For K.R. Mangalam University


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

By its authorized Signatory

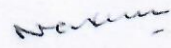
Prof. Pushplata Tripathi

Registrar

Mobile: 8800697002

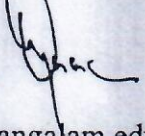
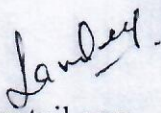
For Bharat oil Company (I) Regd.

For Bharat Oil Co. (I) Regd.


Partner

Director /Partner

Witnesses:

1. Mr. Om Prakash
Administrative Officer 
8800697021 (ao@krmangalam.edu.in)
2. Sandeep Kumar
9717700119 
sandeep.kumar@bharatoil.com

ANNEXURE-A

Waste Management & Handling Service Charge

This annexure is in conjunction with Agreement signed between **FIRST PART K.R. Mangalam University, Sohna Road, Gurugram (Haryana)-122103** and **SECOND PART- Bharat Oil Company (I) Regd. On 10th of NOVEMBER 2020.**

First part **WILL PAY AN AMOUNT OF Rs. 25,000(Rs. Twenty Five Thousand Only)** plus application **GST @ 18%** for each location to second part **TOWARDS Non-Refundable Lifetime Membership Deposit** which will be applicable for lifetime from the date of signing of this Agreement and membership will be renewed per without any extra charges

1. Category- A (Hazardous Waste)

- a). **USED Lube Oil/DG SET**– Rs.1000 (Rupees One Thousand Only) per barrel with container of 220 liter capacity. Without water & sludge and for fully filled drums. Below 1 full fill Drum BOC shall not pay, Rate will be changeable as per market price.
- b) Empty Drum MS/ PVC: Rs.150.- Each (Rs. One Hundred Fifty) up to 220 Ltr capacity.
- c). **E-waste (Electrical/ Electronics)** i.e. Desktop (ITEW2), Laptop (ITEW3), Monitor (BOCIT2), CPU (ITEW), UPS (BOCIT7) : Rs. 11/-Kg (Rs. Eleven Only) (**Recyclable & in good condition having proper power supply, Memory, mother board, processor, connection, cabinet, DVD Drive etc.**)
- d). Industrial Battery: Rs. 15.- Kg (Rs. Fifteen only).

Above Rates are inclusive of all taxes.

We will Lift full loaded capacity of Vehicle.

2. Category- B: Treatment, Storage and Disposal Charges

SR NO	Type Hazardous Waste	Approx. Generation Frequency/Month	Rates in Rs. Per Unit
1.	E-waste (Electrical & Electronic), CFL & Tube-lights	100 Kgs.	Rs. 20.- Kg (Rs. Twenty Only)



For Bharat Oil Co. (I) Regd. Page 11

Naveen
Partner

2.	Solvents, Can/containers	100 ltrs.	Rs. 20./- Kg (Rs. Twenty Only)
3	Transport Charge	As per actual	As per actual

TERMS & CONDITIONS:

- a) A minimum billing of Rs.4000/-(Rupees Four thousand) Plus GST will be applicable for a load up to 130kg at a time and for load above 200 kg, rates quoted below will be applicable and to be paid by FIRST PART.
- b) GST or other taxes as applicable by GOI shall be paid by FIRST PART.
- c) FIRST PART shall ensure that the above Hazardous Waste must be packed in proper containers/gunny bags so as to prevent any damage/spillage of the material, during transit at FIRST PART plant. Containers/Gunny bags arranged by FIRST PART shall be of metallic/PVC and kept at the storage place under cover. Containers' weight will also be added in the weight of total Hazardous Waste/Non Hazardous Waste and those are not on returnable basis.
- d) FIRST PART shall deliver their waste at SECOND PART plant E-18, Site IV, Sahibabad Industrial Area, Ghaziabad -201010 UP at its own cost. If SECOND PART lifts the material transportation cost shall be borne by FIRST PART as quoted below. Loading is in scope of FIRST PART.
- e) The transport charges are subject to revision if fuel prices are increased or decreased by Government beyond 10% from the price on the date of signing this Annexure.
- f) The above transportation cost is for material of upto 1.1 MT/m³ density. If density is lower than 1.1 MT/m³, the transport cost will be increased on pro-rata basis as the lighter waste material occupies more volume.
- g) Leak-proof packing & proper correct labeling as per HW Rules will be ensured by FIRST PART for safe transportation. Waste material shall be properly packed, sealed and labelled by the FIRST PART as per Rules. BOC WILL NOT ACCEPT leaky, open, unsealed containers or gunny bags.

For Bharat Oil Co. (I) Regd.

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

Neeraj
Partner

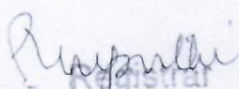
Page 12

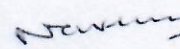
✓

- h) A maximum of 2 hour will be allowed for lifting, loading & paperwork upon arrival of truck/container at site of the FIRST PART.
- i) As per Rule 8 of the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 as amended FIRST PART (Hazardous Waste Generator) needs to send/dispose the Hazardous Waste within 90 days from their Plant failing which agreement can be terminated without any notice.
- j) For Category (A) Payment shall be made by SECOND PART in favour of FIRST PART by Cheque/DD/NEFT within a week of receipt of FIRST PART Invoice. (Used/ Waste Oil should meet parameters as per Schedule V(A) of Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 as amended).
- k) For Category (B) FIRST PART shall pay to SECOND PART within a week of receipt of SECOND PART Invoice, Payment by cheque/Demand Draft/ NEFT.
- l) NO CASH TRANSACTION WILL BE ENTERTAINED. However, besides cheque, SECOND PART accepts payments under NEFT/ RTGS route also. FIRST PART has to declare the quantity of hazardous waste generation on Quarterly/ Annual basis, while applying for fresh Membership.
- m) TAXES / LEVIES:- All Government / Municipal Taxes / Duties/ Levies/ Octroi / Service Tax or GST / Tolls etc, as applicable from time to time, will be payable by FIRST PART.
- n) There shall be NO goods / waste sent (or given) by FIRST PART to SECOND PART other than mentioned in this Annexure or mutually agreed & signed between the parties through an Annexure along with MoeF Approved Laboratory Test Reports of each waste type.
- o) If FIRST PART sends goods which are not lawful, controlled substance, radioactive, bio-medical, explosive and/or not authorized/approved to be accepted by the SECOND PART (facility operator) by SPCB then the same shall be notified to SPCB and FIRST PART; The waste shall be refused and returned to the FIRST PART at full transport, handling cost payable by FIRST PART to SECOND PART.

For Bharat Oil Co. (I) Regd.

Page 13


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

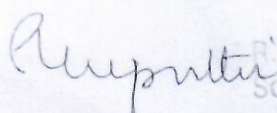

Partner

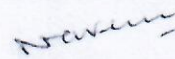
p) If FIRST PART sends waste / goods which are as agreed upon yet not matching within +-10% the test analysis report provided by the FIRST PART OR IF FIRST PART sends waste/goods which are Hazardous Waste but NOT as agreed upon THEN the SECOND PART will charge as decided by SECOND PART and FIRST PART agrees to pay immediately upon demand the Laboratory Comprehensive Test Analysis Charge, Transport, Storage, Disposal, Treatment Charge along with any applicable Government Taxes, MoeF Escrow Fee etc. SECOND PART will notify the FIRST PART, CPCB (HW Cell) and SPCB of the Exception. The complete liability, risk and costs of such goods/Wastes shall be on FIRST PART and the FIRST PART shall be liable to pay all the charges as demanded by the SECOND PART and FIRST PART shall indemnify the SECOND PART for / during the transport, storage, unloading, treatment, disposal for the said waste.

For K.R. Mangalam University

For Bharat oil Company (I) Regd.

For Bharat Oil Co. (I) Regd.


Registrar
K.R. Mangalam University
Sohna Road, Gurgaon
Har yana - 122103


Partner

By its authorized Signatory

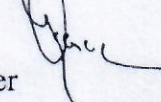
Director /Partner

Prof. Pushplata Tripathi

Registrar

Mobile: 8800697002

Witnesses:

1. Mr. Om Prakash
Administrative Officer
8800697021 (ao@krmangalam.edu.in)

2. Sandeep Kumar
9717700119
sandeep.kumar@bharatoil.com
