

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**CENTRAL WAREHOUSING CORPORATION**  
**And**

\_\_\_\_\_  
**For**  
**Pest Management Services at the**  
**locations throughout \_\_\_\_\_**

This memorandum of understanding entered into as of this \_\_\_ day of \_\_\_ between Central Warehousing Corporation, A Govt. of India Undertaking having its Corporate Office at 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110 016 (hereinafter referred to as CWC, which expression shall mean and include its successors and permitted assigns) of the first part represented by the \_\_\_\_\_.

And

\_\_\_\_\_, having its Registered Office \_\_\_\_\_ represented by the \_\_\_\_\_ of the second party. (Each of CWC & \_\_\_\_\_ are individually referred to as a party and collectively referred to as the parties).

**RECITALS:**

- A: CWC, a statutory organization incorporated under Warehousing Corporation Act, 1962 is engaged in the business of, inter-alia providing Pest Control and fumigation services to various clients across India.
- B: \_\_\_\_\_
- C: CWC intends to provide comprehensive pest control solution to the moveable and immovable properties of\_\_\_\_\_.
- D: \_\_\_\_\_ intend to have a sustainable and long lasting solution to the pest and rodent problems in its moveable and immovable properties.
- E: Accordingly, CWC & \_\_\_\_\_ are desirous of entering into a MoU to facilitate CWC to provide comprehensive Pest and Rodent control in and around the moveable and immovable properties of\_\_\_\_\_.

Now, therefore, in consideration of the above recitals, the mutual covenants of the CWC and \_\_\_\_\_ and other goods and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, both CWC and \_\_\_\_\_ hereby agree as follows:

**1.SCOPE :**

- 1.1 In order to facilitate CWC to provide comprehensive Pest and Rodent control to \_\_\_\_\_, the \_\_\_\_\_ shall place their detailed and specific requirements for pest control services with Regional Manager of CWC located in \_\_\_\_\_.
- 1.2 The concerned Regional Manager, CWC shall arrange for undertaking the desired Pest Control Services in the locations of \_\_\_\_\_ or any other property including open areas within a specified period at a mutually agreed rate.
- 1.3 \_\_\_\_\_ shall award the pest control at the quoted / negotiated rates on long term contract basis and allow the commencement/continuation of work in the \_\_\_\_\_ premises/area as per specified frequency of services.
- 1.4 The designated officials of \_\_\_\_\_ shall maintain long sheets of the work performed by CWC jointly with the CWC supervisors to serve as evidence of work to be enclosed with the service charge bills raised by CWC at the end of every month.
- 1.5 \_\_\_\_\_ shall release service charge bills to CWC within 15 days of receipt of bills.

**2: RESPONSIBILITY:**

**2.1: Responsibility of CWC**

- 2.1.1 Shall depute adequate man power required as per the scope of work.
- 2.1.2 Arrange adequate men and material as required for the effective pest control.
- 2.1.3 The workers shall be disciplined, punctual and shall not cause any damage to the property at work place.
- 2.1.4 Provide safety & protective equipments, eco-friendly pesticides approved by the Central Insecticide Board & adequate serviceable equipment.
- 2.1.5 Shall educate the employees and workers at the site on harmful effects of chemical and precautions to be taken by them.

**2.2: Responsibility of \_\_\_\_\_**

- 2.2.1 Shall provide adequate space for storage of chemicals and equipment and a seat for doing documentation work.

2.2.2 Shall make arrangement of water & electricity for chemical treatments at the work site.

2.2.3 Shall ensure proper co-ordination and co-operation to the service provider.

2.2.4 Shall give feedback of the service and acknowledge the treatment as and when required.

2.2.5 Ensure settlement of payment within 10 days of receipt of invoice.

3: **PERIOD OF MOU;**

3.1 Unless terminated earlier, the duration of this MOU shall be for three(03) years, extendable further or similar period at the mutual convenience and agreement of CWC & \_\_\_\_\_.

3.2 Notwithstanding above, CWC or \_\_\_\_\_ shall have the right to terminate this MOU by serving a prior notice of three(03) months to either party at any time during the currency of the MOU.

4: **FINANCIAL CONSIDERATION:**

The invoice shall be submitted to concerned authority on monthly basis on or before 5<sup>th</sup> of every month and shall be settled by 15<sup>th</sup> of the month. Taxes and other statutory payments shall be reimbursed, as additional as per Govt. notifications.

5: **RIGHTS & OBLIGATIONS UPON TERMINATION OF EXPIRATION**

5.1 On termination or expiration of the MOU, the \_\_\_\_\_ shall settle all the dues of CWC within 30 days of such termination or expiration.

5.2 **BREACH OF AGREEMENT**

In case of violation of any condition of agreement/contract, either party shall have right to terminate the MOU with one (01) month notice.

5.3 **AMENDMENT TO THE MOU**

The obligations of the \_\_\_\_\_ and CWC have been outlined in this MOU. However, during the operation of the MOU, circumstances may arise which call for alteration or modifications of this MOU.

These modifications / alterations will be mutually discussed and agreed upon in writing.

6: **GOVERNING LAW & JURISDICTION**

6.1 This MOU shall be governed by any interpreted in accordance with Indian law.

6.2 **FORCE MAJEURE**

In the event of non-fulfillment of the contract terms and conditions due to any reason of force majeure namely fires, wars, riots, strikes, natural calamities etc. neither \_\_\_\_\_ nor CWC shall be held responsible for any loss or consequential loss.

7: **DISPUTE RESOLUTION:**

7.1 **AMICABLE SETTLEMENT:**

If any dispute, difference or claims of any kind arises between the \_\_\_\_\_ and CWC in connection with services, interpretation or application of any terms and conditions or any matter connected with or arising out of this MOU, or the rights, duties or liabilities of any party under this MOU, whether before or after termination of this MOU, then a Joint Committee constituted on mutual consent shall resolve such dispute, difference or claim.

7.2 **ARBITRATION:**

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator nominated by the Managing Director CWC.

7.3 **ARBITRATION APPLICABILITY:**

The Parties to the dispute will share equally the cost of Arbitration as intimated by the Arbitrator. The Arbitration and Conciliation Act, 1996 (with up to date amendment) shall apply to the Arbitration proceeding under this Clause.

7.4 **PLACE OF ARBITRATION:**

The place of arbitration shall be New Delhi.

IN WITNESS WHEREOF, CWC & \_\_\_\_\_ hereto have executed and delivered this MOU as of date first above written.

Witnessed by:

By:

Name:

Name:

Address:

Address:

Witnessed by:

Witnessed by:

Name:

Name:

Address:

Title:

SAMPLE COPY