

Design, Build and Commissioning of 7 MLD Common Effluent Treatment Plant (CETP) and 0.5 MLD Package Sewage Treatment Plant (STP) at DPIA on EPC basis with 4 years Operation and Maintenance - Package B

VOLUME 1

PART 3 CONTRACT AGREEMENT

July 2026



**Managing Director
Maharashtra Industrial Township Limited
Udyog Sarathi, MIDC Office, Marol Industrial Area,
Andheri (East), Mumbai, Maharashtra State, India - 400093**

FORM OF CONTRACT AGREEMENT

This Agreement made this day of _____, 2026, Maharashtra Industrial Township Limited, represented by the Managing Director, Maharashtra Industrial Township Limited, Udyog Sarathi, MIDC Office, Marol Industrial Area, Andheri (East), Mumbai, Maharashtra State, India – 400093, India, (hereinafter called "the Employer") of the one part and _____ of (hereinafter called "the Contractor") of the other part.

Whereas the Employer desires that the Works known as the "Design, Build and Commissioning of 7 MLD Common Effluent Treatment Plant (CETP) and 0.5 MLD Package Sewage Treatment Plant (STP) at DPIA on EPC basis with 4 years Operation and Maintenance - Package B" should be designed and executed by the Contractor, and has accepted a Bid by the Contractor for the design, execution and completion of such Works and the remedying of any defects therein.

The Employer and the Contractor agree as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - a) the Contract Agreement; (if completed)
 - b) the Letter of Award;
 - c) the Bid (the accepted Price Proposal)
 - d) Contract Data Sheet;
 - e) the Employer's Requirements;
 - f) the Particular Conditions of Contract for O&M;
 - g) the Conditions of Contract,
 - h) General Specifications
 - i) the Indicative Tender Drawings;
 - j) the Schedules and Datasheets;
 - k) the Bidder's Technical Proposal
 - l) any other document forming part of the Contract
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to design, execute and complete the Works and remedy any defects therein and operate and maintain the constructed facility, in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the design, execution and completion of the Works and the remedying of defects therein and operate and maintain the Constructed facility, the Contract Price Rs (In Words _____) or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof, the parties hereto have caused this Agreement to be executed on the day and year first written in accordance with their respective laws.

Authorised signature of contractor seal (if any)
in the presence of:

Name: _____

Signature: _____

Address: _____

Authorised signature of Employer seal (if any) in
the presence of:

Name: _____

Signature: _____

Address: _____