

No. MePGCL/CE/C/HP&HC/T-33(C)/Pt-II/2024/101

Date: January 27, 2025

Contract Agreement

THIS AGREEMENT made the 27th day of January, 2025, between Meghalaya Power Generation Corporation Ltd. (hereinafter "the Employer"), of the one part, and Onycon Infra LLP (hereinafter "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works known as 'Renovation work of Hydromechanical and Civil Facilities for Umiam-Umtru Stage-III HE Power Station (Package-II)' should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these 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 Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Acceptance;
 - (b) the Letter of Technical Bid;
 - (c) the Letter of Price Bid;
 - (d) the addenda, if any;
 - (e) the Particular Conditions;
 - (f) the General Conditions;
 - (g) the Specifications;
 - (h) the Drawings;
 - (i) the completed Schedules; and
 - (j) the Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans.
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price 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.

