

ATTACHMENT No. 04 to Amendment No. 01

4.0 TERMS OF PAYMENT

The terms of payment shall be as under:

- 4.1 10% (Ten Percent) of total Lumpsum Fee (i.e Fee for Post-Award PMC Services for LSTK Package; Fee for Pre-Award PMC Services for Non-LSTK Packages and Post Award Services for Non-LSTK Packages; and Fee for EPCM services for balance offsites & utilities, as quoted in Part-A of SOR) as an interest free advance payment shall be made on fulfillment of the following conditions:
- i) Signing of Formal Contract Agreement.
For the signing of Contract Agreement the draft agreement shall be prepared by the consultant as per the format enclosed with the bidding document, enclosing all the documents mentioned in format and the same duly completed in all respect shall be submitted to HURL for their review. The Contract Agreement shall be finalised and signed by both the parties within 30 days from the date of submission of the draft contact agreement by the Consultant to HURL. In case Formal Contract Agreement is not finalized and signed within 30 days from the date of submission of the draft Contract Agreement for the reasons not solely attributable to CONSULTANT, this milestone is deemed to have been completed for the purpose of payment of advance.
 - ii) Finalization of Methodology for Execution of the Contract and approval thereof by E.I.C.
 - iii) Submission of an unconditional Bank Guarantee (BG) for the advance amount issued from any Bank listed at Annexure-D1 and in the prescribed format placed at Annexure-C to General Conditions of Contract, which shall be initially kept valid upto ninety (90) days beyond the schedule date for completion of commissioning and Performance & Guarantee Test Run (PGTR) identified under the package. However, in case of delay in completion of the contract for the reasons attributable to the consultant, the validity of this Bank Guarantee shall be extended by the period of such delay by the consultant at their expenses.
 - iv) Submission of an unconditional Bank Guarantee (BG) towards Contract Performance Security as stipulated in Clause No. 7.0.0 of General Conditions of Contract, Volume-IB **or submission of Corporate Guarantee in the acceptable format in case of CPSU/CPSE as per Clause 7 of GCC.**
- 4.1.1 Balance payment of Lumpsum Fee shall be released as follows:

Sl No.	Particulars	Percentage (%)
1	Post-Award PMC Services for LSTK Package as per technical specifications)	<p>a) 80% Progressive Payment against submission of monthly invoices based on the progress achieved during the previous month as per LSTK Progress Report certified by CONSULTANT.</p> <p>b) 2% on Mechanical Completion of the LSTK Package.</p> <p>c) 1% on Commissioning of the LSTK Package.</p> <p>d) 5% on the acceptance of the PGTR of LSTK Package. In case the PGTR is delayed beyond 6 months from the actual date of commissioning for the reasons not solely attributable to the Consultant, the due payment shall be released to Consultant on submission of a Bank Guarantee (BG) of equivalent amount in acceptable form to HURL which shall remain valid till the PGTR is accepted by HURL.</p> <p>e) Balance 2% on Contract Closure of LSTK Package. In case the Contract Closing is delayed beyond 12 months from the actual date of acceptance of PGTR by HURL for the reasons not solely attributable to the Consultant, the due payment shall be released to Consultant on submission of a Bank Guarantee (BG) of equivalent amount in acceptable form to HURL which shall remain valid till the Contract Closing is completed.</p>
2	Pre-Award and Post-Award PMC Services for Non-LSTK Packages (as per technical specifications)	<p>a) 80% Progressive Payment against submission of monthly invoices based on the progress of Non-LSTK Packages achieved in the preceding month.</p> <p>b) 2% on Mechanical Completion of the Non-LSTK Packages of Offsite facilities.</p> <p>c) 1% on Commissioning of the Non-LSTK Packages of Offsite facilities.</p> <p>d) 5% (Two Percent) on the acceptance of the PGTR of Non-LSTK Packages of Offsite facilities. in case the PGTR is delayed beyond 6 months from the actual date of commissioning for the reasons not solely attributable to the Consultant, the due payment shall be released to Consultant on submission of a Bank Guarantee (BG) of equivalent amount in acceptable form to HURL which shall remain valid till the PGTR is accepted by HURL.</p> <p>e) Balance 2% (Two Percent) on Contract closure of Non-LSTK Packages of Offsite facilities. In case the Contract Closing is delayed beyond 12 months from the actual date of acceptance of PGTR by HURL for the reasons not solely attributable to the Consultant, the due payment shall be released to Consultant on submission of a Bank Guarantee (BG) of equivalent amount in acceptable form to HURL which shall remain valid till the Contract Closing</p>

		is completed.
3	EPCM services for balance offsites & utilities viz. Non- Packages (as per technical specifications)	<p>a) 80% Progressive Payment against submission of monthly invoices based on the progress of Non Packages achieved in the preceding month.</p> <p>b) 2% on Mechanical Completion of the Non Packages Section of Offsite facilities</p> <p>c) 1% on Commissioning of the Non Packages Section of Offsite facilities.</p> <p>d) 5% (Two Percent) on the acceptance of the PGTR of Non Packages Section of Offsite facilities. in case the PGTR is delayed beyond 6 months from the actual date of commissioning for the reasons not solely attributable to the Consultant, the due payment shall be released to Consultant on submission of a Bank Guarantee (BG) of equivalent amount in acceptable form to HURL which shall remain valid till the PGTR is accepted by HURL.</p> <p>e) Balance 2% (Two Percent) on the contract closure of Non Packages Section of Offsite facilities. In case the Contract Closing is delayed beyond 12 months from the actual date of acceptance of PGTR by HURL for the reasons not solely attributable to the Consultant, the due payment shall be released to Consultant on submission of a Bank Guarantee (BG) of equivalent amount in acceptable form to HURL which shall remain valid till the Contract Closing is completed.</p>

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4.12 Additional Fee (Part-B of SOR) i.e. Man day charges/Man month charges shall be released as follows:

- i) Payments for additional visits, if any, within and outside India shall be paid on quarterly basis on submission of consolidated quarterly claim based on the visits undertaken during the quarter under consideration.
- ii) Payment for the Inspection Services shall be made against monthly invoices prepared based on the actual Inspection carried out in the preceding month.
- iii) Payment for the Expediting Services shall be made against monthly invoices prepared based on the actual Expediting carried out in the preceding month.
- iv) Payment of the fee/ charges for rendering Construction Management Services during Construction & Erection and Assistance during Pre- Commissioning, Commissioning and Performance Test Run/Guarantee Test Run shall be made 100% against monthly invoices prepared based on actual manpower deployment in the preceding month.
- v) Payment of the fee/ charges for arranging Project Monitoring Software for Project Monitoring as mentioned in Technical specifications shall be made 100% against monthly invoices.

4.2 These payments shall be released on certification by Engineer-in-charge for having received the deliverables, as applicable and having completed the activities linked with a particular payment.

4.3 If the Consultant does not claim the initial advance amount as mentioned above, the same shall be released on pro-rata basis along with subsequent progressive stage payments and final payment of each part of the Assignment.

4.4 Price Escalation: The lumpsum fee mentioned at Sl. no. 1 to 3 (Part A) of the SOR and the Manday / Manmonth Rates mentioned at Sl. no. 5 to 9 (Part B) of the SOR shall remain firm and fixed till execution & completion of the assignment. However, in the event, the completion of the project(s) gets delayed beyond 8 months from the stipulated date of Mechanical Completion in LSTK Contract for reasons not attributable to CONSULTANT, CONSULTANT shall be entitled to price adjustment in rates of mandays/ manmonths for Sl. no. 5 to 9 (Part-B) of the SOR, as

per the escalation formula brought out at Annexure-A2 to GCC of the bidding document. However, this price adjustment shall be applicable on these services rendered after the above date.