Schedule of Payments

- 1. The Contractor shall be entitled to receive payments in installments on the basis of his achieving milestones in the Programme of Construction of the work, as stated hereunder, for the various sections of the Work.
- 2. Interim Payment Applications shall be submitted by the Contractor at minimum one (01) month intervals complying with a work done equivalent to 50% of the average monthly value of the Contract Price. The calculation of the value of Interim Payments due shall be made according to clause 14.7 of Conditions of Contract on the following basis, subject to completion of milestones:
 - The calculation of the value of interim payments due shall be based on the Contractor achieving milestones, as detailed below. The assessment of the percentage of progress achieved at any date shall be as decided by the Employer.
 - A format for the periodic payments shall be submitted by the contractor for approval by the Employer, at least one (01) month before the first payment application. However the first payment will be processed only after fully mobilization to the site and achieving 5% of the physical work progress at site by the Contractor.

- 3. The Contractor shall also be entitled to receive a mobilization advance payment of up to 10% (ten percent) of the Contract Price as indicated below on submission of an irrevocable, unconditional, first on demand Bank Guarantee, encashable in Colombo, issued by a commercial bank operating in Sri Lanka and approved by the Central Bank of Sri Lanka. The amount of the bank guarantee shall be for an amount equivalent to the advance payment requested by the Contractor.
 - (a) Up to (Five) 5 per cent: On Submission of Performance Security, details in Gantt chart format as to how the mobilization advance is to be utilized and commencement of mobilization process; and
 - (b) The balance (Five) 5 per cent on Submission of a detailed report on utilization of initial Mobilization Advance of 5% to the satisfaction of the OWNER.

The Contractor shall submit details in Gantt chart format as to how the mobilization advance is to be utilized, prior to the release of advance payment. The Contractor should comply with the statement and show evidence of his compliance as and when required by the OWNER.

4. The Advance Payment shall be repaid by way of reduction from the Interim Payment Certificates commencing with the next certificate issued after the total certificate value of the permanent works (excluding deduction of retention)

The amount of the reduction in each interim certificate shall be proportional to the difference between the total value of the permanent works (excluding the deductions of retention) in such interim certificate and the said value in the last proceeding interim certificate, such that the advance payment shall be repaid in full when the said certified value reaches 90% of the contract price, provided that upon issue of a taking over certificate (TOC) for the whole of the works under clause 10 of General Conditions of Contract or upon the happening of any of the clauses reading contractor's default in the Conditions of Contract or any of the clauses reading termination in the Conditions of Contract, the whole of the balance then outstanding shall immediately become due and payable by the Contractor to the OWNER.

- 5. A retention amounting to ten percent (10%) of the value of the work done shall be deducted in the first and following Interim Payment Certificates, until the amount so retained reaches a limit of retention money of five percent (5%) of the Contract Price.
- 6. When the Taking-Over Certificate has been issued for the Works and the Works have passed all specified tests (including the Test after Completion, if any), the first half of the Retention Money shall be paid to the Contractor. If a Taking-Over Certificate is issued for a Section, the relevant percentage of the first half of the Retention Money shall be paid when the Section passes all tests.

7. The Milestone/Progress payment indicators shall be as stated below:

NO.	ITEM OR DESCRIPTION OF WORK	SCHEDULE ITEM NO.	INDICATOR FOR PAYMENT
1	Preliminaries		
1.1	Mobilization and demobilization	1.1	60% on completion of mobilization 40 % on completion of demobilization
1.2	Miscellaneous Items	1.2.3, 1.2.4, 1.2.7, 1.2.8, 1.2.9, 1.2.10, 1.6 (1)	90% on completion of same. 10% on Taking-Over.
1.2	Miscellaneous Items carried throughout period of contract	1.2.1	Payments shall be made on actual work done subject to accrued sum not exceeding value specified in schedule of prices.
		1.2.2, 1.2.5	Payments shall be made on pro-rata basis subject to accrued sum not exceeding value specified in schedule of prices.
		1.2.6	Payments shall be made on actual work done subject to accrued sum not exceeding value specified in schedule of prices.
1.3	Condition survey of structures	1.3	50% on completion of Initial survey
			50 % on completion of final survey after the completion of construction works
1.4	Supply & Install CCTV camera system for pipeline construction	1.4	Payments shall be made on pro-rata basis subject to accrued sum not exceeding value specified in schedule of prices.
1.5	Supply & Install of settlement gauge system	1.5	Payments shall be made on actual work done subject to accrued sum not exceeding 90% value specified in schedule of prices.

			The balance 10% will be paid on successful completion of the project.
02	Project Management	2	Payments shall be made on pro-rata basis subject to accrued sum not exceeding 90% value specified in schedule of prices. The balance 10% will be paid on successful completion of the project.
03	Engineering, Detail design & Draughting services	3	 25% on acceptance of preliminary drawings, layout drawings, supplementary designs, design calculations and ratings for equipment and material. 35% on acceptance of construction drawings, layout drawings, supplementary designs, detail engineering design calculations and ratings for equipment and material. 20% on approvals by the stake holder organizations for construction drawings, layout drawings, supplementary designs, detail engineering design calculations. 20% on acceptance of as built drawings.
04	Civil Works	4	90% on completion of same. 10% on Taking-Over. (See Note (1) for 4.16)

05	Building & Structural Works	5	10% on foundation works
			50% on structural works.
			30% on finishing.
			10% on Taking-Over.
			(See Note (1) for 5.13 and 5.14)
06	Mechanical works		
6.1	Tanks	6.1.1, 6.1.2, 6.1.3	15% on completion of bottom plates laying, welding & testing.
			30% on completion of shell to full height.
			15% on completion of roof truss and plates.
			10% on completion of all fittings & associated accessories.
			20% on completion of testing and calibration.
			10% on Taking-Over.
		6.1.4, 6.1.5, 6.1.7 (1)	50% on material at site.
			30% on installation.
			20% on Taking-Over.

		6.1.6	5% on completion of painting of bottom plates (outside). 35% on completion of painting of the tank shell to full height including fittings & associated accessories (External). 10% on completion of painting roof plates including fittings & associated accessories (External). 40% on completion of internal coating of the tank (bottom, shell, roof and fittings & associated accessories.) 10% on Taking-Over.
6.2	Filters/Equipment	6.2.1, 6.2.2, 6.2.3, 6.2.4, 6.2.5 ⁽¹⁾	50% on material at site. 30% on installation. 20% on Taking-Over
6.3	Piping for Jet A-1 Product	6.3.1, 6.3.2, 6.3.3, 6.3.4, 6.3.5, 6.3.6 ⁽¹⁾	25% on material at site.55% on installation.20% on Taking-Over
6.4	Pumps and metering system	6.4.1, 6.4.2, 6.4.3, 6.4.4, 6.4.5, 6.4.6, 6.4.7 (1)	50% on material at site. 30% on installation. 20% on Taking-Over
7	Fire fighting system	7.1, 7.2,7.3, 7.4, 7.5, 7.6, 7.7, 7.8, 7.9 (1)	50% on material at site. 30% on installation.

			20% on Taking-Over
8	Electrical & Instrument Works		
8.1	Electrical Works	8.1.1, 8.1.2, 8.1.3,8.1.4, 8.1.5, 8.1.6,8.1.7, 8.1.8, 8.1.9,8.1.10, 8.1.11, 8.1.12, 8.1.13, 8.1.14,8.1.15,8.1.1 6 8.1.17, 8.1.18, 8.1.19 (1)	50% on material at site. 30% on installation. 20% on Taking-Over
8.2	Instrument Works	8.2.1, 8.2.2, 8.2.3,8.2.4, 8.2.5, 8.2.6,8.2.7, 8.2.8, 8.2.9,8.2.10, 8.2.11, 8.2.12, 8.2.13, 8.2.14 (1)	50% on material at site. 30% on installation. 20% on Taking-Over
9	Inspection, Testing, Commissioning & Handing over	9.1, 9.2,9.3, 9.4,9.5, 9.6, 9.8 ⁽¹⁾	80% on completion of same. 20% on Taking-Over.
10	Miscellaneous	10.1, 10.2, 10.3, 10.4,10.5,10.6 ⁽¹⁾	Payments shall be made on actual work done subject to the maximum of provisional sum specified in schedule of prices.

Note:

- Payments for Item 1.6, 2.5, 4.16, 5.13, 5.14, 6.1.7, 6.2.5, 6.3.6, 6.4.7, 7.9, 8.1.19, 8.2.14, 9.8, 10.6 shall be made depending on the nature of work proposed by the contractor and as determined by the Employer.
- 2. Breakdown for the value of material and plant at site shall be submitted along with the interim payment certificates.