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| **S. No.** | **Clause Reference No.** | **Existing Provision** | **Amended Provisions** |
| **1.** | 1.1 of Appendix-1 (Terms and Procedures of Payment), Sample Forms and Procedures, Section-VI | 1.1 Supply of Goods Portion   1. Interest Bearing Advance (Optional\*): **Ten percent (10%)** of the Ex-works price component of Main Equipment/Materials (including Mandatory Spares), shall be paid as an interest bearing initial advance after signing the Contract Agreement and on submission of (a) Proforma invoice(s), (b) Advance Bank Guarantee for 110% (one hundred ten percent) of the amount of Advance, in line with GCC Clause 9.2,, (c) Performance Securities in line with GCC Clause 9.3 and (d) Detailed PERT Network/Bar chart and its approval by the Employer.   -------------------------------------------------------  --------------------------------------------------------  **B** It would be mandatory for contractor to fulfill the following conditions mentioned at as per terms & conditions of Contract and agreed work schedule:  a) Approval of all designs, drawings & guaranteed technical particulars as identified in Technical Specifications, Volume-II of the Bidding Documents.  b) Approval of all quality plans and sub-vendor list.  c) Approval of type test reports in case type tests are not required to be repeated.  C **Progressive Payment**  Payment of the Ex-works price of Main Equipment/ materials (including Mandatory Spares) for each consignment shall be made progressively on certification of the Employer and on the basis of work performed using the following guidelines:  **C.1** **Sixty Five percent (65%)\*\*** of the Ex-Works price component of Main Equipment/Materials (including Mandatory Spares)shall be paid progressively on submission of documents indicated hereinunder:  (a) Evidence of despatch (R/R or **receipted** L/R)  -----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------  **C.2** **Fifteen percent (15%)** of the Ex-works price of Main Equipment/ materials (including Mandatory Spares) shall be paid on receipt and storage at site and on physical verification and furnishing of necessary certificate by Employer’s representative.  **D Final Payment**  …….  ……. | **1.1** Supply of Goods Portion  **A1.** Interest Bearing Advance (Optional\*): **Ten percent (10%)** of the Ex-works price component of Main Equipment/Materials (including Mandatory Spares), shall be paid as an interest bearing initial advance after signing the Contract Agreement and on submission of (a) Proforma invoice(s), (b) Advance Bank Guarantee for 110% (one hundred ten percent) of the amount of Advance, in line with GCC Clause 9.2,, (c) Performance Securities in line with GCC Clause 9.3 and (d) Detailed PERT Network/Bar chart and its approval by the Employer.  -------------------------------------------------------  --------------------------------------------------------  **A2. Interest Bearing Engineering Advance (Optional\*\*) ^: Further advance of ten percent (10%) of the Ex-works price component of Main Equipment/Materials (including Mandatory Spares)** **shall be paid as an interest-bearing interim advance on:**  **a) Approval of all designs, drawings & guaranteed technical particulars as identified in Technical Specifications, Volume-II of the Bidding Documents.**  **b) Approval of all quality plans and sub-vendor list.**  **c) Approval of type test reports in case type tests are not required to be repeated.**  **d) Detailed invoice**  **e) Submission of an unconditional & irrevocable Bank Guarantee in favour of the Employer for 110% (one hundred ten percent) of the amount of Interim Engineering Advance as per the proforma attached with Section-VI: Forms, Conditions of Contract, Volume-I of the Bidding Documents.**  **The Contractor shall, within 7 days from the date of receipt of Advance, furnish an Advance Receipt Voucher to the Employer, as prescribed under the GST Law.**    **Note: \*\* This payment is an optional payment. The Contractor has the option of taking the interest-bearing Engineering advance or otherwise.**  **Note: ^Wherever design shall not be in the scope of Contractor, the advance payment as per 1.1 A1 above shall be 10% and 1.1 A2 shall not be applicable. The 10% payment shall be clubbed with progressive payment as per 1.1 (B) below.**    **Interest rate applicable on advance payment to the Contractor shall be at the rate equal to one-year MCLR rate [One year Tenor rate p.a.] published by State Bank of India prevailing as on the date of drawal of advance. The said interest rate shall remain fixed and shall be applicable till the advance amount is fully repaid. The interest will be charged considering proportionate adjustment of advance against progressive payment as per 1.1(B) below. The interest shall be calculated on the daily progressive balances outstanding as on the date of recovery/adjustment. It is the Employer’s understanding that as per extant provisions, GST is not payable on interest paid on the amount of Advance. The Contractor is, however, advised to check the position from their own sources. If payable, the same shall be to the Contractor’s account and Employer shall not reimburse any GST on this account.**  **Further, the Contractor shall submit the certificate of Tax Deduction at Source (TDS) on interest within 3 months from the end of the quarter in which adjustment of advance has been made for claiming refund from Employer. No claim for refund will be entertained after end of the aforesaid period of 3 months. Further, while submitting the TDS Certificate the details of Contract No, Project, Region, Quarter etc to which the TDS certificate pertains, shall also be submitted tallying the amount with the TDS Certificate.**  **B** ~~It would be mandatory for contractor to fulfill the following conditions mentioned at as per terms & conditions of Contract and agreed work schedule:~~  ~~a) Approval of all designs, drawings & guaranteed technical particulars as identified in Technical Specifications, Volume-II of the Bidding Documents.~~  ~~b) Approval of all quality plans and sub-vendor list.~~  ~~c) Approval of type test reports in case type tests are not required to be repeated.~~  **C Progressive Payment**  Payment of the Ex-works price of Main Equipment/ materials (including Mandatory Spares) for each consignment shall be made progressively on certification of the Employer and on the basis of work performed using the following guidelines:  **C.1** **Fifty** **Five percent (55%)\*\*** of the Ex-Works price component of Main Equipment/Materials (including Mandatory Spares)shall be paid progressively on submission of documents indicated hereinunder:    (a) Evidence of despatch (R/R or L/R)  -------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------  **\*\* In case, the Contractor opts not to take interest bearing initial advance {or has opted to take interest bearing initial advance but the advance payment has become inadmissible for the reason specified in 1.1 A above} and interest-bearing engineering advance then this payment shall be 75% instead of 55%. Further, in case, the Contractor opts not to take interest bearing initial advance, but takes interest bearing engineering advance, then this payment shall be 65% instead of 55% and in case, the Contractor opts to take interest bearing initial advance, but does not take interest bearing engineering advance, then this payment shall be 65%, instead of 55%.**    **C.2 Fifteen percent (15%)** of the Ex-works price of Main Equipment/ materials (including Mandatory Spares) shall be paid on receipt and storage at site and on physical verification and furnishing of necessary certificate by Employer’s representative.  **D Final Payment**  ……  …… |