# ANNEX C – PAYMENT SCHEDULE (CORENET X)

***[Instructions: Agencies can amend the “Items of Services” as necessary for each project and based on the actual sequence of services provided, except Stage 4 – Construction Stage. Where the items of Services are not relevant, please make the necessary adjustments to the items as well as the % payable.]***

1. Interim payments to the **Project Manager** shall be made upon the completion and acceptance by the Employer of the items of Services provided as set out below: -

|  |  |  |
| --- | --- | --- |
|  | **Description of Items of Services** | **%** |
| **1** | **Preliminary Design stage** | **17** |
| 1.1 | Upon award of consultancy agreements | 7 |
| 1.2 | Upon Employer's approval of Project Execution Plan, Master Programme and preliminary design and budget | 10 |
| **2** | **Design Stage** | **23** |
| 2.1 | Design Gateway submission | 4 |
| 2.2 | Design Gateway approval | 4 |
| 2.3 | Cost Plan/ detailed estimates approval | 3 |
| 2.4 | Construction Gateway submission | 6 |
| 2.5 | Construction Gateway approval | 6 |
| **3** | **Tender Stage\*** | **15** |
| 3.1 | Finalise tender documentations | 4.5 |
| 3.2 | Upon calling of Tenders | 4.5 |
| 3.3 | Tender Evaluation & Recommendation | 4.5 |
| 3.4 | Upon award of tenders | 1.5 |
| **4** | **Construction Stage** | **35** |
| 4.1 | Project Management and monitoring and reporting of progress to the Employer (incl management of contract variations): |  |
| a | Based on equal monthly payments^ | 17.5 |
| b | Based on proportion of progress payment of the Works | 17.5 |
| **5** | **Post Construction Stage** | **10** |
| 5.1 | Upon substantial completion and obtain Temporary Occupation Permit (TOP) | 2.5 |
| 5.2 | Upon settlement of Final Account / Final Payment | 2.5 |
| 5.3 | Management of defects rectification and documents submissions (warranties, as-built drawings, O&M etc) | 2.5 |
| 5.4 | Upon obtain Final Completion Certificate (for all projects) and Certificate of Statutory Completion (CSC) (only if CSC is applicable) | 2.5 |
|  | **Total % Fee** | **100** |

\* Fees for this stage to be apportioned (e.g. by value of contract) according to each tender when the project involves multiple contracts and subcontracts (e.g. substructure, main building and NSCs tenders etc).

^ “equal monthly payments” shall refer to payments of a sum on a monthly basis for the construction stage, such sum to be computed based on the amount of fees payable under item 4.1a above divided equally by the number of months over which the construction stage of the Project is scheduled to be completed as set out in the Employer’s Requirements. The calculation of such “equal monthly payments” shall not take into account any extension of time that may be granted by the Superintending Officer under the Contract, or under any applicable laws, unless otherwise agreed in writing between the Employer and the Project Manager. No monthly payments will be made to the Project Manager during such periods of extension.

2.0 When the Final Project Construction Cost referred above is ascertained, should there be any over payment of fees to the Project Manager pursuant to the payment schedule, the Project Manager shall refund the Employer the amount overpaid not later than twenty-one (21) days after notice in writing has been given to the Project Manager of such over-payment.

**Notes:**

1. The payment schedule will be adjusted within the stipulated range of percentage fees for the different Main Stages to make up 100% according to the scope of the project management services required for the project. The percentage fee determined for the Main Stages will be distributed amongst the sub-stages accordingly.
2. Prior to the award of the construction tender(s), Estimated Procurement Value (EPV) will be used to compute fees up to Stage 3.4. Upon award of the construction tender(s), the fees paid up to Stage 3.4 and from stage 4 onwards shall be adjusted and computed based on the Approved Procurement Value (APV). For the avoidance of doubt, when the Final Project Construction Cost is ascertained, the fees for all stages shall be adjusted and computed based on the Final Project Construction Cost.
3. In the case of considerable duration between milestones, partial payment may be allowed to be made for part of the Services that have been completed and accepted by the Employer, subject to the Employer’s discretion.
4. In the case of termination, the full fees will be payable for Items of Services that have been completed and accepted by the Employer. For Items of Services for which work has been done prior to the notice of termination but which have not been completed and accepted by the Employer, the Employer shall determine the value of and pay the Project Manager according to the work done.