

EXHIBIT II
SCHEDULE OF COMPENSATION

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PART A

1.0 Preamble:

- 1.1 The total **Lump Sum** Contract price as provided in item 2 below, shall remain fixed and firm and shall not be subject to revision or escalation during the duration of the Contract for any reason whatsoever, including but not limited to currency fluctuation or wages and other prices changes.
- 1.2 Contractor shall be deemed to have familiarized himself with physical nature of the work & work sites and all other matters pertinent to the execution of the works. The **Lump Sum** price included in this Exhibit shall be deemed to include sufficient allowance for the implementation of the scope of work as well as for all the factors influencing the cost including but not limited to those mentioned in clause 1.1 here above.
- 1.3 The rates shall be inclusive of all commissions or fees or charges payable to Contractor's agents and consultants.
- 1.4 The price includes for provision of all necessary equipment and tools required for carrying out the scope of work.
- 1.5 The total **Lump Sum** Contract price stated bellow is the full payment to be made to the Contractor for completion of all works and furnishing all the services required under the contract.
- 1.6 Prices include for all direct and indirect costs incurred due to complying with the requirement of the Contract, including but not limited to wages, per deems, overheads, profits, applicable taxes and duties & any other levies applied inside /or outside Sudan.

2.0 Price Schedule:

No	Description for Milestone Payment	Amount in USD
1.	Total lump sum price for implementing the entire Scope of Work & fulfilling all Contractors' obligations as per the provisions of the Contract.	
Total Lump Sum Bid Price		

- Note that the payment for **Lump Sum prices** stated in 2.0 above subject to MILESTONE PAYMENT SCHEDULE hereunder (TABLE-1).

PART B

PAYMENT TO THE CONSTRUCTOR FOR THE SUCCESSFUL COMPLETION OF THE WORK SHALL BE MADE BY PETCO AS PER THE DETAILS IN THE TABLE BELOW.

Subject to the other terms and conditions of this Contract, the **Lump Sum Price** indicated in item no. 1 of Part A of this Exhibit II shall be invoiced to PETCO by the Contractor and shall be paid to Contractor in progressive payments by PETCO, based on the following milestone payments. Payments shall be made for the satisfactory performance of the respective milestones, against due certification by PETCO representative, within 30 days of receipt of respective invoices, supported by all necessary documents, duly signed by PETCO representative, wherever necessary.

TABLE-1: MILESTONE PAYMENT SCHEDULE

No	Description	Milestone Payment Amount due to Contractor as per below mentioned Percentage of Lump Sum Total Contract Price
1	Upon approval of detailed engineering	05%
2	Upon submission of original shipping documents for project	35%
3	After site Mobilization of manpower and project equipment's	10%
4	Upon mobilization of civil materials.	10%
5	Upon completion of civil construction and Anodes installation	10%
6	Upon issuance of Certificate of Mechanical Completion and Commissioning of the system	15%
7	Upon Issuance the Certificate of Provisional Acceptance by PETCO Submission and approval of Final Documentation by PETCO As Built Drawings Design Books & Vendor Documentation Close Out Report	10%
8	Upon Issuance the Certificate of Final Acceptance by PETCO after the warranty period.	05%
TOTAL		100%

Notes:

- All payments shall be made upon Contractor's submission of invoices substantiated with original supporting documents duly certified by PETCO representative.
- Payments for undisputed invoices shall be made within thirty (30) days from the date the invoice is submitted.
- PETCO shall make payments to the Contractor as per **Clause 5.6 in the Contract Form.**

End of Exhibit II