

CORRIGENDUM

REQUEST FOR PROPOSALS (FOR INDIVIDUAL CONSULTANT- DEVELOPMENT PLAN)

RFP# 22/08/NDRMF-P&OG/2024

This Corrigendum follows the “Request for Proposals (RFP) Notice” published in the Newspapers, websites of PPRA & NDRMF as well as on PPRA’s EPAD **dated 7th September, 2024.**

This is to inform that the date for submission of Proposals, has been extended upto **30th September, 2024 at 1100 hours.** Applicants are required to submit their proposals, prepared in accordance with the RFP’s instructions to consultants, through **PPRA EPAD System** (www.eprocure.gov.pk) by or before 1100 hours (PST), 30th September, 2024, with a fixed budget of PKR. 4.0 Million

Manager Procurement

National Disaster Risk Management Fund (NDRMF)

Tel: +92(51)9108300/415

Email: muhammad.asif@ndrmf.pk; Website: www.ndrmf.pk



National Disaster Risk Management Fund
A company set up under section 42 of the Companies Act, 2017
Making Pakistan Resilient

REQUEST FOR PROPOSALS
(FOR INDIVIDUAL CONSULTANT)
RFP# 22/08/NDRMF-P&OG/2024

National Disaster Risk Management Fund (NDRMF) is a government-owned not-for-profit company, incorporated with the Securities and Exchange Commission of Pakistan, under Section 42 of the Companies Act, 2017, invites Proposals from potential Individual Consultants (herein after termed the "Consultant") for providing services for "**Development plans**" as per requirements mentioned in the Terms of References of the activity. Method of selection will be "Fixed Budget Method" Single Stage Two Envelope Procedure as per Public Procurement Rules, 2004 and Consultancy Regulations, 2010.

2. The Request for Proposal (RFP) Document containing, instructions to Consultants and the Terms of References for the said assignment can be downloaded (free of cost), from PPRA's Website i.e. www.ppra.org.pk, NDRMF's Website i.e. www.ndrmf.pk and from PPRA's EPAD System. Further information may be obtained at the address given below during office hours.

3. All proposals must be accompanied by a Proposal Security Declaration on the format provided in the RFP Document Section-5.

4. Applicants are required to submit their proposals, prepared in accordance with the instructions to consultants, through **PPRA EPAD System** (www.eprocure.gov.pk) as per following schedule:-

Proposals Submission Date & Time	23 rd September 2024 at 1100 hours
Technical Proposals Opening Date & Time	23 rd September, 2024 at 1130 hours

5. Applicants are requested to get registered on Public Procurement Regulatory Authority (PPRA) **EPAD System** to participate in the aforesaid bidding process.

MANAGER PROCUREMENT
National Disaster Risk Management Fund,
5th Floor, EOBI House, Mauve Area G-10/4, Islamabad.
Ph: +92(51)9108300 Ext: 415
Email:- muhammad.asif@ndrmf.pk

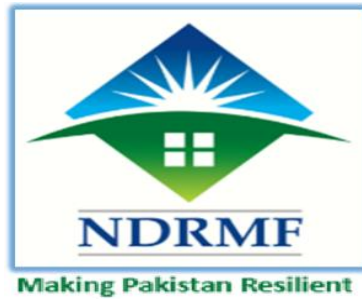
REQUEST FOR PROPOSAL

HIRING OF CONSULTANT – DEVELOPMENT PLANS

RFP # 22/08/NDRMF-P&OG/2024

(Individual Consultant)

(Time Based Contract- Per Month Remuneration)



National Disaster Risk Management Fund (NDRMF)

7th September, 2024

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SECTION-1. LETTER OF INVITATION

National Disaster Risk Management Fund (NDRMF)

RFP No: 22/08/NDRMF-P&OG/2024

for

HIRING OF CONSULTANT- DEVELOPMENT PLANS

(INDIVIDUAL CONSULTANT)

Date: 7th September, 2024

1. This Invitation for submission of Proposals follows the Request for Proposals (RFP) Notice for this assignment which appeared in the Newspapers (combined edition) as well as posted in Website of PPRA & NDRMF Issue No. **22/08/NDRMF-P&OG/2024** dated **7th September, 2024.**
2. The National Disaster Risk Management Fund (hereinafter shall be termed as "Fund" and/or Procuring Agency") now invites proposals from eligible Individual Consultants for "**Development Plans.**" Further details regarding aforesaid services are provided in Section 4 -**Terms of Reference.**
3. Consultant will be selected in accordance with **Fixed Budget Method** as per Public Procurement Regulations 2010.
4. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants
 - Section 3 - Financial Proposal - Standard Forms
 - Section 4 - Terms of Reference
 - Section 5 - Standard Forms of Contract
5. Applicants are required to submit their Technical & Financial Proposals, prepared in accordance with the RFP document, through **PPRA EPAD System** (www.eprocure.gov.pk) as per following schedule. **Proposal must contain Proposal Securing Declaration as per Section-5:-**

Proposals Submission Date & Time	23 rd September, 2024 at 1100 hours
Technical Proposals Opening Date & Time	23 rd September, 2024 at 1130 hours

6. Bidders/Applicants are requested to get registered on Public Procurement Regulatory Authority (PPRA) **EPAD System** to participate in the aforesaid bidding process.

Manager Procurement

National Disaster Risk Management Fund (NDRMF)

EOBI House 5th Floor G-10/4

Islamabad.

Yours sincerely,

Manager Procurement,
NDRMF

SECTION 2. INSTRUCTIOS TO CONSULTANTS

2.1. The selection shall be carried out using “**Fixed Budget Method**” Single Stage Two Envelope Procedure under the Public Procurement Rules, 2004 and Consultancy Regulations, 2010. The proposal shall be prepared and submitted in the following manner:

2.2 Submission of Technical & Financial Proposals – As per E-Pak Procurement Regulations 2023:-

2.2.1 The Applicants, through EPAD system, shall fill the standard entries of the technical and financial proposals forms and allied sections separately.; However, the Applicants through the system shall encrypt those entries electronically in the form of two encrypted packages with the separate encryption timelines, as configured in the 'system in accordance with the following opening schedule defined in the RFP notice :-

Proposals Submission Date & Time	23 rd September 2024 at 1100 hours
Technical Proposals Opening Date & Time	23 rd September , 2024 at 1130 hours

2.2.2 The Procuring Agency shall access to the encrypted technical proposal portion through Encrypted Proposal Submission System (EPSS) after lapse of thirty (30) minutes of proposal submission deadline as stated above.

2.2.3 The Procuring Agency shall open the technical proposals at the time and date mentioned in the opening schedule in the presence of the applicants/bidders in accordance with the requirement of Rule 28(2) of the Public Procurement Rules, 2004. The applicants/bidders may be physically present or may choose to participate online during live opening session.

2.2.4 The Procuring Agency shall fill out the entries of the Technical Proposal Opening Sheet generated by the system, and shall post the tender opening sheet and allied record on the system.

2.2.5 After the technical evaluation is completed, the Procuring Agency shall issue the Technical Evaluation Report containing all the information regarding responsiveness or non-responsiveness of the consultant along with the technical scores.

2.2.6 The Procuring Agency shall access to the encrypted financial proposal portion of the EPSS to the extent of only technically responsive proposals on the time and date configured in the system. The Procuring Agency shall fill out the entries of the Financial Proposal Opening Sheet generated by the system, and shall post the tender opening sheet and allied record on the system. The Procuring Agency shall ensure that the financial proposals remain encrypted in the system which are technically non-responsive, unless specifically required by the Authority for determining any trends or for the purpose of some investigation or inquiry.

2.3 Prices, Taxes and Proposals Validity Period

The price/fee against the services must be quoted in Pakistani rupees including all applicable taxes. Government taxes as per prescribed rates shall be applicable. Proposal Validity period shall be **60 Days**

2.4. Language

The Proposals must be prepared in English language.

2.5. Mandatory Documents to be provided by the Applicants with Technical Proposals:

Following documents (MANDATORY) must be provided / attached with Technical Proposal:-

- i. Proposal must contain Proposal Securing Declaration as per Section-5
- ii. Copy of tax registration and proof of ATL.
- iii. An affidavit on judicial stamp paper to the effect that the applicant has never been blacklisted by any Government/semi-government organization or international donor agency.
- iv. Copies of Qualification and experience certificates in support of the technical qualification of the applicant as required under clause 2.9.3
- v. Undertaking that the information provided are correct and nothing is concealed.

2.6. Disqualification

Proposals are liable to be rejected if:-

- i. Proposals are found conditional or incomplete in any respect.
- ii. There is any deviation from the Instructions to Consultant.
- iii. Multiple rates are quoted.
- iv. Proposal made through Fax / E-mail / Cable / Telex.
- v. If the applicant was found to have any conflict of interest as per Public Procurement Rules.

2.7. Rights Reserved

NDRMF reserves full rights to accept or reject any or all Proposals, as per Public Procurement Rules.

2.8. Assignment schedule

The consultant after award of contract shall provide services as outlined in Term of Reference (ToRs) till completion of the contract. Duration of contract will be **Six (06) months** from the date of signing of contract. Terms of Reference (TORs) are provided under **Section-4** of RFP document.

2.9. Selection under Fixed Budget

2.9.1 The total available budget for this Fixed-Budget assignment is: Rs. 4,000,000/- (inclusive of taxes). Proposals exceeding the total available budget will be rejected. Applicants shall provide separately, their best technical and financial proposals via EPAD within the

budget. Furthermore, the applicants shall provide breakdowns of their costs through SECTION-3 FINANCIAL PROPOSAL - STANDARD FORM.

2.9.2 All proposals that exceed the indicated budget shall be rejected and the applicant who has submitted the highest ranked technical proposal among the rest shall be selected and invited to discuss further details for concluding the contract.

2.9.3 Evaluation of Technical Proposals

The technical Proposals shall be evaluated as per criteria mentioned below. The mandatory documents as per Para-2.5 must be attached with technical proposals. The financial proposal of only technically qualified applicant(s) shall be opened.

Sr. No	Criterion	Max. Marks
1.	At least 16 Years of Education in Finance, Economics, Business Administration, Risk Management or a related field of study. A PhD or other advanced degrees with specific research focused on modeling will be an added advantage. <i>(Copy of degree must be provided)</i>	20
2	At least 25 years' of professional experience with 15 years' of specific experience in Planning, development, financial management, climate finance, monitoring or a similar role, preferably in the fields of disaster risk management, climate change sectors <i>(Provide the documentary evidence to establish said experience.)</i>	20
3	Physical Verification of Qualification and Experience	60
3.1	Expertise in designing and implementing development projects, development instruments and mechanisms for disaster risk reduction	20
3.2	Strong expertise in funding mobilization and partnership building in public and private sector	10
3.3	Proficiency in financial analysis and modeling tools	10
3.4	Excellent communication and interpersonal skills and Strong analytical and problem-solving skills	5
3.5	Strong project management skills with the ability to manage multiple initiatives simultaneously	5
3.6	Exceptional writing and presentation skills	5
3.7	Ability to work collaboratively with diverse teams and stakeholders	5
Total (1+2+3)		100

The minimum technical score required to pass is: 70

2.10. CLARIFICATION OF THE TENDER DOCUMENT

The prospective applicants may solicit clarification of the RFP Document or other queries related to the assignment at muhammad.asif@ndrmf.pk , within Seven (07) days of issuance of RFP in writing/email. The clarification and its replies will be shared with all prospective applicants through their official emails. Late and irrelevant queries will not be entertained.

SECTION-3 FINANCIAL PROPOSAL - STANDARD FORM

Financial Proposal

Name of Applicant: _____

Assignment Name: _____

Item	Total Cost PAK Rs.
A) Breakdown of Fee of the Consultant	
-Daily Rate	
- Consultant's total remuneration/rates for the period of Six (06) person months*	
-Travel /Lodging/Misc etc (lump-sum)	
Sub- Total (A)	
B) Indirect Tax (GST)	
<u>Total Cost of Financial Proposal including all applicable Taxes (A+B)</u>	

*** One person-month is equivalent to 22 working days**

SECTION-4
TERMS OF REFERENCE (TORS)

Time Based Appointment as Consultant (Development Plans)

- a) **Position Title:** Consultant- Development Plans (National)
b) **No of Position(s):** One (01)
c) **Duration:** 06 Months – starting with the date of signing of the contract
d) **Location:** Islamabad (occasional visits to field)
e) **Work Methodology:** Time Based (Per month remuneration)

A. Purpose of the Role / Scope of work:

For any evidence based socio-economic planning and formulating development programs thereof for a region like Galiyat, availability of reliable baseline data and information is a pre-requisite. The available data provided by Galiyat Development Authority (GDA), reflects gloomy picture of Socio-Economic conditions particularly related to health, education, sanitation, social welfare and overall development situation in Galiyat as compared to other parts of the province. Hence, policy of a big-push investment in climate change scenario with multipronged approach is necessary to pool the resources on innovative modes to speed up development process and improve the Socio-Economic indicators of the residents of Galiyat in next five years.

To create an enabling environment for Pakistan's tourism industry by providing world-class facilities in Galiyat, i.e. installation of latest chair lifts, construction of 4/5 stars hotels, creation of new parking lots, creation of website to provide information to local as well as international tourists, creation of camping resort facilities, establishment of rest houses, creation of new playgrounds for all sort of sports, protection and creation of new parks, rehabilitation of infrastructure i.e roads, buildings, communication modes, Development of Human Resources, Agri Business Development, Gems, Mineral, trade and Commerce, Clean Energy and off Grid Solutions, mitigation, adaptation Climate Change related issues. Latest tools, techniques and technologies shall be used to cater the latest changes in different areas due to climate effects.

A policy shift is needed towards green economy, setting mitigation and adaptation targets and investing in new technologies and innovations. Resilient infrastructure, human resource development, livelihood for locals and enterprise development for business community, research and innovation are key towards tapping the natural resources of the area. Therefore, to kick start new initiatives under set six pillars, multi-pronged approach for pooling the resources including involvement of private sector is much needed. Protecting cultural and moral values and projecting the tourist-friendly image of the country, promotion of domestic tourism, beautification of Galiyat, actively pursuits in Govt. of Pakistan's manifesto of "Clean and Green Pakistan" will be the hallmark of 5YDP of Galiyat.

Issues and challenges in Galiyat

- Low human development indicators i.e. health, education, housing facilities, etc
- Non-availability of reliable socio-economic data necessary for evidence based planning / programming
- Capacity issues and shortage of trained human capital
- Low employment and income generating opportunities
- Low municipal services in the area
- Energy shortage and dependency on conventional energy sources
- Lack of incentives for private sector in the development process in Galiyat
- Dependency on Annual Development Plan due to poor funding streams
- Connectivity issues due to poor infrastructure

B. Duties / Responsibilities:

Preparation of **Five-Year Development Plan (5YDP)** followed by PC-1s to achieve targets mentioned therein. The basic theme would be to focus on initiative, which could help to Reduce exposure to hazards, lessening vulnerability of people and property, wise management of land and the environment, and improving preparedness and early warnings for adverse events are all examples of disaster risk reduction.

- To keep close coordination with the provincial line departments during the preparation and implementation of plan in a way to avoid in future the damage caused by natural hazards like earthquakes, floods, droughts and cyclones, through an ethic of prevention.
- As enshrined in National Disaster Risk Management Fund, Measures would be taken to organize and deliver **capacity-building programs** and training sessions for staff, partners, and stakeholders on development plans, concepts, tools, and best practices
- Provide technical assistance and support to stakeholders in designing and implementing 5YDP initiatives
- Develop and implement a **monitoring and evaluation framework** to assess the impact and effectiveness of 5YDP initiatives
- Regularly review and update the 5YDP strategy and activities based on feedback and evaluation results
- Introduction of investor friendly Public Private Partnership regime to attract the private sector
- Based on 5YDP, prepare data base of tourists and framing the policy in collaboration with concerned departments
- Stakeholder Engagement and Coordination with key stakeholders, including government agencies, development partners, NGOs, and the private sector, to promote and coordinate 5YDP initiatives
- Facilitate partnerships and collaborations to enhance the effectiveness and outreach of 5YDP
- Provision of community based sustainable interventions capitalizing potential local resources
- Provision of solutions in 5YDP for Improvement of Human Development Indicators including health, education, water & sanitation and immunization in the target areas.
- Frame a system to minimize climate change vulnerability and environmental degradation initiatives with the support of NATCAT provided information
- To coordinate with Ministries/Divisions, particularly with MoPD&SI, EAD, FD and CC&EC to discuss development and funding related matters
- Any other assignment assigned by CEO on development or funding related issue at federal or provincial level

C. Knowledge/Skills/Qualifications/Experience:

a) Qualification:

Minimum 16 Years of Education in Finance, Economics, Business Administration, Risk Management or a related field of study. A PhD or other advanced degrees with specific research focused on modeling will be an added advantage.

b) Experience

- Minimum 25 years' of professional experience with 15 years' of specific experience in Planning, development, financial management, climate finance, monitoring or a similar role, preferably in the fields of disaster risk management, climate change

sectors

- Proven expertise in designing and implementing development projects, development instruments and mechanisms for disaster risk reduction
- Strong expertise in funding mobilization and partnership building in public and private sector

c) Skills:

- Excellent communication and interpersonal skills
- Strong analytical and problem-solving skills
- Proficiency in financial analysis and modeling tools
- Strong project management skills with the ability to manage multiple initiatives simultaneously
- Exceptional writing and presentation skills
- Ability to work collaboratively with diverse teams and stakeholders

Duration and Timeline

Six (06) months from the date of signing of the Contract

SECTION 5

Proposal Securing Declaration

[The Consultant shall fill in this Form in accordance with the instructions indicated.]

Date: *[insert date (as day, month and year)]*

Proposal No.: *[insert number of Proposal process]*

Alternative No.: *[insert identification No if this is a Proposal for an alternative]*

To: *[insert complete name of Procuring Agency]*

I the undersigned, declare that:

I understand that, according to your conditions, Proposals must be supported by a Proposal Securing Declaration.

I accept that I will automatically be suspended from being eligible for Bidding in any contract with the Procuring Agency for the period of time as determined by the Authority if we are in breach of our obligation(s) under the Proposal conditions, because we:

- (a) have withdrawn or modified our Proposal during the period of Proposal Validity specified in the Form of Proposal;
- (b) Disagreement to arithmetical correction made to the Proposal price; or
- (c) having been notified of the acceptance of our Proposal by the Procuring Agency during the period of Proposal Validity, (i) failure to sign the contract if required by Procuring Agency to do so or to comply with any other condition precedent to signing the contract specified in the RFP Documents.

I understand this Proposal Securing Declaration shall expire if I am not the successful Service Provider, upon the earlier of (i) our receipt of your notification to us of the name of the successful Service provider; or (ii) twenty-eight (28) days after the expiration of our Proposal.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Proposal Securing Declaration]*

Name: *[insert **complete name of person signing the Proposal Securing Declaration]***

Dated on _____ day of _____, _____ *[insert **date of signing]***

Seal (where appropriate)

SECTION-6
STANDARD FORM OF CONTRACT

Time based (per month remuneration)

**CONTRACT FOR INDIVIDUAL
CONSULTANT'S SERVICES (INDIVIDUAL CONSULTANT)**

Time Based

Contract No. # : 22/08/NDRMF-P&OG/2024

Consulting Services : Consultant (Development Plans)

Client/Implementing Agency : National Disaster Risk Management Fund

Country : Pakistan



NATIONAL DISASTER RISK MANAGEMENT FUND
(A Company set up under Section 42 of Companies Act, 2017)

CONTRACT AGREEMENT

Individual Consulting Services

Time based Contract

THIS CONTRACT ("Contract") is entered on this --- day of the month of **September, 2024**, by and between **National Disaster Risk Management Fund** (hereinafter shall be referred to as "Fund") having its principal place of business, at 5th Floor, EOBI House, Mauve Area, G-10/4, Islamabad, and **Mr. -----**(hereinafter shall be referred to "the Consultant") residing at ----- [CNIC No.-----].

NOW THEREFORE THE PARTIES hereby agree as follows:

1.	Services	The Consultant shall perform the services specified as assigned by the Fund during the contract agreement.
2.	Term	The Consultant shall perform the Services, commencing from ---,2024 ended at completion of Six (06) months or any other period as may be subsequently agreed by the parties in writing.
3.	Payments	A. <u>Ceiling</u> For Services rendered pursuant to Annex A , Fund shall pay the Consultant an amount not to exceed a ceiling of Pak. Rs. -/- (Pak. Rs. Five Million only) (Inclusive of taxes applicable on Consulting Services) . This amount has been established based on the understanding that it includes all of the Consultant's per month costs as well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraph B below and out of pocket expenditures as defined in sub-paragraph C below.
		B. <u>Remuneration (Per month)</u> Fund shall pay the Consultant for Services rendered in accordance with the per month remuneration rates agreed and specified in Annex B viz. "Payment Schedule". Each month shall be deemed to be of 22 working days The Consultant shall follow the same working hours and working days as observed by the Fund and shall not be entitled to paid over-time.
		C. <u>Out of Pocket Expenses</u> Fund shall pay the Consultant for reimbursable expenses (as per actual), which shall consist of and be limited to: Normal and customary Out of pocket expenses for official travel and allied daily allowances, will be paid in accordance with the allowances permissible to Fund's Deputy Managers. The out of pocket expenses shall be subject to prior approval of the out-station duty as per protocols defined by Fund.

		<p>D. <u>Payment Conditions</u></p> <p>Payment shall be made in Pak. Rs. not later than thirty (30) days following submission of monthly invoices, in duplicate, to the Coordinator designated in paragraph 4, subject to approval of the monthly activity report”.</p>
4.	Project Administration	<p>A. <u>Coordinator</u></p> <p>The Fund designates ---- as Fund’s Coordinator for the given functions. The Coordinator shall be responsible for the coordination of activities under this Contract, besides acceptance and approval of the reports and other deliverables by the Consultant besides, obtain approvals from the Competent Authority. The Consultant shall be responsible for the coordination and performing activities under the Contract, as instructed by the Fund’s designated Coordinator.</p>
		<p>B. <u>Records and Accounts</u></p> <p>The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Fund reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.</p> <p>The Consultant shall permit the Fund to inspect all accounts, records and other documents relating to this contract</p>
5.	Performance Standard	The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.
6.	Confidentiality	The Consultants shall not, during the term of this Contract and after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Fund's business or operations without the prior written consent of the Fund.
7.	Ownership of Material	Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Fund under the Contract, shall belong and remain the property of the Fund. The Consultant may retain a copy of such documents and software with written approval of the Fund.
8.	Consultant not to be engaged in certain activities	The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

9.	Insurance	The Consultant shall be responsible for taking out any appropriate insurance coverage.
10.	Assignment	The Consultant shall not assign this Contract or subcontract or any portion of it without the Fund's prior written consent.
11.	Law governing contract and language	The Contract shall be governed by the laws of Islamic Republic of Pakistan, and the language of the Contract shall be English.
12.	Dispute Resolution	Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940 in accordance with laws of the Islamic Republic of Pakistan.
13.	Termination	<p><u>By Fund</u></p> <p>The Fund may terminate this Contract by not less than fourteen (14) days written notice to the Consultant to be given after the occurrence of any of the events specified below:</p> <ul style="list-style-type: none"> a) If the Consultant does not remedy a failure in the performance of his/her obligations under the Contract, within fourteen (14) days after being notified or within any further period as the Fund may have subsequently approved in writing; b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than fourteen (14) days; c) If the Consultants, in the judgment of the Fund, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract; or d) If the Fund, in its sole discretion, decides to terminate this Contract.
		<p>By Consultant</p> <p>The Consultant may terminate this Contract, by not less than fourteen (14) days' written notice to the Fund, such notice to be given after the occurrence of any of the events specified as follows:</p> <ul style="list-style-type: none"> a) If the Fund fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 12 within fourteen (14) days after receiving written notice from the Consultant that such payment is overdue; or

		b) If, as the result of Force Majeure or incapacity, the Consultant is unable to perform a material portion of the Services for a period of not less than fourteen (14) days.
14.	Modifications or variations	a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party. .
15.	Relationship	The parties are independent contractors to each other. Nothing in this Agreement shall be constructed to create a partnership, joint venture or agency relationship between the parties.

FOR AND ON BEHALF OF THE FUND

FOR THE CONSULTANT/INDIVIDUAL

Bilal Anwar
CEO

[-----]
as Consultant

List of Annexes

Annex A: Terms of Reference

Annex B: Payment Schedule