

**PAKISTAN
WATER AND POWER DEVELOPMENT AUTHORITY**



**EXPRESSION OF INTEREST (EOI)
FOR
PROCUREMENT OF CONSULTANCY SERVICES FROM
INDIVIDUAL EXPERT AS MEMBER OF DAM SAFETY
PANEL OF EXPERTS FOR NAULONG INTEGRATED WATER
RESOURCES DEVELOPMENT PROJECT, JHAL MAGSI,
BALOCHISTAN, PAKISTAN**

**GENERAL MANAGER (PROJECTS) SOUTH
WAPDA OFFICES COMPLEX SHAHRA-E-FATIMA JINNAH
HUSSAINABAD, HYDERABAD, PAKISTAN**

May, 2024

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REQUEST FOR EXPRESSION OF INTEREST (EOI)
FOR CONSULTANCY SERVICES FROM INDIVIDUAL SPECIALIST

Country: Pakistan

Project Name: Project Readiness Financing (PRF) for Naulong Integrated Water Resources Development Project (NIWRDP)

Consulting Service: Procurement of Consultancy Services from Individual Hydro Electrical and Mechanical Specialist as Member of Dam Safety Panel of Experts for Naulong Integrated Water Resources Development Project, Jhal Magsi, Balochistan, Pakistan (Consulting Package - No.CS -02)

Deadline for submission: June 10, 2024 (by 14:00 hrs local time)

Executing Agency: Water and Power Development Authority (WAPDA)

Implementing Agency: WAPDA, Balochistan Irrigation and Agriculture Departments.

1. The Islamic Republic of Pakistan has applied for financing from Asian Development Bank (ADB) towards the cost of Project Readiness Financing (PRF) for Naulong Integrated Water Resources Development Project (NIWRDP), Jhal Magsi, Balochistan. The Project aims at providing high Project preparation readiness for NIWRDP.
2. A part of this financing will be used for procurement of Consultancy Services from Individual Hydro Electrical and Mechanical Specialist as Member of Dam Safety Panel of Experts (DSPOE) to be established for Naulong Integrated Water Resources Development Project, Jhal Magsi, Balochistan, Pakistan (Consulting Package - No.CS - 02):
3. The details of Terms of Reference for Hydro Electrical and Mechanical Specialist as Member of Dam Safety Panel of Experts including Qualification and Experience required and Scope of Services/Deliverables to be carried out / provided by Specialist is available on WAPDA website www.wapda.gov.pk as well as ADBs' website.
4. Individual Specialist is requested to provide only that material which is specific to the proposed services and avoid submitting generic promotional literature.
5. This will be an International Open Competitive Bidding (OCB) and the assignment is International. The Individual Specialist assignment envisages time input estimated at 1.7 Person-Months (Intermittent Input for the Period of 04 Months) for specialist. The Individual Specialist will be selected in accordance with the procedures set out in the Asian Development Bank's Procurement Regulations for ADB Borrowers (2017, as amended from time to time).
6. Individual Specialist meeting the following criteria are eligible to submit their Expression of Interest;
 - An individual consultant from an ADB member if he / she is a national of an ADB member.
 - Individual of ADB member who have appropriate authorization to legally reside and work in the country of the assignment but do not hold the nationality of that country may also be considered as national consultants. However, (a) remuneration will be subject to the local market rate; and (b) accommodation and travel related expenses from home country to country of assignment will not be provided.
7. The interested Individual Specialist should note that purely on-line submission of Expression of Interest through ADB CMS is the only acceptable submission method. The deadline for receipt of EOI is June 10, 2024 (by 14:00 hrs local time).
8. The Executing Agency (EA) reserves the right to: (i) reject any or all EOI submission and cancel this recruitment process at any time and interested Individual Consultants (Specialist/Expert) is responsible for all costs incurred arising out of, or in relation to, this request; and (ii) amend or withdraw the terms of reference, budget, this request for EOI, and all attachments at any time.
9. The name and address of shortlisted Individual Specialist will be posted on the ADB's and WAPDA websites. Interested Individual Consultants (Specialist/Expert) is advised to address enquiries to the following address:

Name: Aamir Mughal
Position: General Manager (Projects) South
Address: WAPDA Offices Complex, Shakra-e-Fatima Jinnah, Hussainabad, Hyderabad,
Pakistan
Telephone: +92-22-9260217
Facsimile: +92-22-9260027
E-mail address: cepdsouth@yahoo.com

TERMS OF REFERENCE (TOR)

Project Readiness Financing: Preparing Naulong Integrated Water Resources Development Project

Terms of Reference (TOR) for Dam Safety Panel of Experts

I. OBJECTIVE

1. Pakistan's Water and Power Development Authority (WAPDA) desires to develop the Naulong Multipurpose Dam Project (NMDP) consisting of a 57 m high dam at the downstream end of the Mula River, storing 247 MCM, irrigating 19,000 ha, providing 13.5 MCM of water for household use and generating 4.4 megawatt (26.6 gigawatt hours) of hydropower.
2. A Dam Safety Panel of Experts (DSPOE) will be established to provide technical review of the detailed designs and ensure that the dam safety is assured over the long term and that the dam and reservoir are sustainably developed, operated, and maintained. The Panel will be appointed, in line with their individual experts under framework contracts, throughout the project preparation and implementation phases, up to the first period of the operation phase.
3. The safety assessment of the Dam and associated structures will be carried out in line with the relevant regulations of the Pakistan Government as well as international technical standards, such as those of the International Commission on Large Dams (ICOLD). The DSPOE will review and provide the Client with recommendations on detailed designs, bidding documents, construction plan, implementation schedules, etc.

II. SCOPE OF SERVICES

4. The DSPOE will consist of four (4) members each with 2 person-months input:
 - (i) Dam Specialist / Chairperson;
 - (ii) Geotechnical Specialist;
 - (iii) Hydrology and Hydraulics Specialist; and
 - (iv) Hydro electrical and Mechanical Specialist.

In addition to the four experts, other experts, subject to actual requirements, may be mobilized for implementing specialized reviews.

5. The Client will organize periodic working missions for the DSPOE at the dam site depending on requirements in each phase of project implementation. The Client will provide the DSPOE with documents, drawings, information, and data required for safety review. The DSPOE will prepare, sign, and submit a Report before completion of each mission. The Report should indicate issues to be paid attention to and propose recommendations. The Chairperson (Dam Specialist) will be responsible for coordinating activities of the DSPOE, presiding at meetings, making final decisions, and finalizing the DSPOE's Reports.

III. KEY TASKS

6. The tasks of the different members of the DSPOE are outlined below.
7. **Hydroelectric and Mechanical Specialist (1.7 P-Ms) - (Intermittent Input for the Period of 04 Months)**

1) Tasks

The primary tasks of the Hydro Electrical and Mechanical Expert on the PoE will include, but not necessarily be limited to, the following:

- i. Review of the designs of the hydro-mechanical and electrical equipment;

- ii. Review of the hydro electrical and mechanical aspects of the drawings and technical specifications of the hydro-mechanical and electrical equipment in the bidding documents, drawings and other relevant documents;
- iii. Review of the hydro mechanical and electrical aspects of the Operation & Maintenance (O&M) Plan and assess the adequacy of the O&M system of the hydro-mechanical equipment, including long term maintenance and safety inspection arrangements;
- iv. Review of the hydro mechanical and electrical aspects of the technical specifications and drawings of the bidding documents and providing technical support during the bidding process, including pre-qualification, bid evaluation and contract negotiations; and
- v. Coordinating with the DSPoE Chairperson and other panelists for fulfilling the assignments in the field and his/her home offices under the guidance of the client.

2) Deliverables

Preparation of the Hydro Mechanical and Electrical component of the DSPOE reports covering:

- i. Contribute to the Panel's comprehensive report during each visit and meeting, as directed by the Chair of the Panel
- ii. Review report on the hydro mechanical and electrical aspects of the designs of hydro-mechanical and electrical equipment built-in parts lifting mechanism, trash rack, back-up generators, etc. as well as monitoring / control system, operational procedures / arrangements;
- iii. Review report on the hydro mechanical and electrical aspects of the drawings and technical specifications of the hydro-mechanical and electrical equipment in the bidding documents, drawings and other relevant documents;
- iv. Review report on the overall conditions of other gates, valves and hydro-mechanical-electrical equipment spillway flood gates and its control/operational system and make recommendations for ensuring the safe operation; and
- v. Review report on the hydro mechanical and electrical aspects of the technical specifications and drawings of the bidding documents and providing technical support during the bidding process, including pre-qualification, bid evaluation and contract negotiation.

3) Qualifications

The Hydro Electrical and Mechanical Specialist should meet the following strongly preferred requirements:

- Masters' degree in Electro, Mechanical Engineering or related field or other relevant majors;
- 25 years of experience in relevant professional works; strongly preferred in designing and construction of large dams; which include hydro electrical and mechanical aspects of construction planning and scheduling for hydropower projects; and hydro mechanical and mechanical aspects of dam safety, planning, instrumentation, monitoring and best practices by international commission on large dams (ICOLD) etc
- The expert shall have recognized competences in dam safety and be familiar with ADB and World Bank requirements on dam safety.
- Hands-on experience in dam safety planning, instrumentation, operation and maintenance and monitoring of large dam will be considered favorably.
- 07 Years work experience in the region.

IV. IMPLEMENTATION DURATION AND CONTRACT

8. The services of the DSPOE are envisaged to start in Q3 2024 with a document review period which will be followed by a site visit of 10 working days in support of preparatory activities.
9. The DSPOE will be maintained on an on-call basis throughout the duration of their individual contracts, and this includes home office work

10. At the request of the Client, the DSPOE members may provide technical support from their home offices and through video/audio conferences.

EVALUATION CRITERIA

INDIVIDUAL CONSULTANTS EVALUATION SHEET

Project Title: _____

Expertise required: _____

Date: _____

NAME OF CONSULTANT	NATIONALITY	GENERAL QUALIFICATION (A) (20%)		Project Related Experience (B) (70%)		Regional Experience & Others (C) (10%)		Overall Rating	Ranking
		Rating	(1)	Rating	(2)	Rating	(3)	(1) + (2) + (3)	
			A x Rating		B x Rating		C x Rating		

Name and signature of Rater: _____

Date: _____

TECHNICAL ASSESSMENT:

1. GENERAL QUALIFICATIONS

This includes academic attainment, professional attainment, publications, etc. In normal cases, the attainment of a Bachelor's Degree should be sufficient qualification for the award of maximum points. Only in rare special case should higher attainments (M.Sc., Ph.D.) be required to gain maximum points. (Ensure that the M.Sc. and Ph.D. are actually in the area of expertise being sought.)

2. PROJECT RELATED EXPERIENCE

This should be measured by the relevance of project related experience and not the quality of projects undertaken in the past ten years. The expert with the greatest number of projects should not automatically receive a maximum points. It should be decided prior to the evaluation, exactly how many relevant projects for which the expert provided same input as required for the present services (or preferably what length of time), would provide necessary depth of experience required, e.g. 1 project 3 projects, 2 years, 5 years, etc.

3. REGIONAL EXPERIENCE AND OTHERS

This section covers the experts experience in the project country/region or similar cultural and climatic environment or any other criterion decided prior to the evaluation as well as proficiency in written and oral English (and the language of the project country if relevant).

Rating Scale:

Excellent	100%
Very Good	90 - 99%
Above	80 - 89%
Average	
Average	70 - 79%
Below	1 - 69%
Average	
Non-Complying	0%

Revised June 2018

DRAFT CONTRACT

EA's LETTER HEAD

[Name of Consulting Firm]
[Address]

This Agreement is made this _____ day of [month] [year] between [*name of the executing agency*] (the EA) and [*Name of Consultant, if individual or Name of Consulting Firm if through a firm*].

The EA wishes to engage the Consultant to provide the services for [insert name of Project]

The Parties agree to the terms and conditions set out in Appendix 1(A-C): Terms and Conditions, Appendix 2: Terms of Reference, Appendix 3: Remuneration and Out-of-Pocket Expenses.¹

The Parties have caused this Agreement to be signed on the date mentioned above:-

For and on behalf of the EA

For and on behalf of the Consultant

[Name and Designation of Signatory]

[Name and Designation of Signatory]*

¹ The EA is to select the basis upon which the Consultant will be remunerated under the contract namely, [Option A – Standard Cost Plus Fee], [Option B – Full Lump Sum] or [Option C – Partial Lump Sum].

* For Consultant engaged through a firm, the EA shall request for authority of the signatory to sign on behalf of the Firm for the Consultant.

TERMS AND CONDITIONS OF CONTRACT [Ref. No#]

DEFINITIONS

- D-1. **ADB** means the Asian Development Bank
- D-2 **Consultancy inputs** means the amount of the time when the Consultant's services are required during the engagement. One **person-month** is equivalent to 30 **calendar days** or 22 **working days**. **Home Office** work means Consultant's work at the Consultant's own office or residence; **Field** work means Consultant's work at an **Assignment Location** other than the Consultant's Place of Residence.
- D-3. **Consultant** means the person who will provide the service under the Contract.
- D-4. **Consultant's Place of Residence** is the city or province where the Consultant holds permanent residence or office.
- D-5. **Contract** comprises the Offer Letter, the Specific Conditions, the General Conditions, the Notice to Proceed (NTP) and all Appendixes to any of these documents. The Contract becomes effective upon receipt of the EA's NTP. The NTP is issued after the Consultant accepts the offer.
- D-6. **D** for Definitions; **S** for Specific Conditions and **G** for General Conditions.
- D-7. **Executing Agency (EA)** is the organization or government agency of the Government with which the Consultant signs the Contract.
- D-8. **Firm** means the company or organization through which the Consultant is engaged, if the engagement is through a firm. The reference to "Firm" in the General Conditions may be disregarded if the Contract is signed directly between the EA and the Consultant.
- D-9 **Grant** is any grant financed or cofinanced by ADB.
- D- 10 **Loan** is the loan financed or co-financed by the ADB for the purpose of financing the Project.
- D-11. **Project** means *[title of Project]* which the project under the Loan or Grant for which the Service is required.
- D-12. **Services** means the services the Consultant will perform as specified in the **Terms of Reference ("TOR")** in Appendix 2.
- D-13. **Term of Engagement** means the period when the Contract is effective.

TERMS AND CONDITIONS OF CONTRACT [Ref. No#]

SPECIFIC CONDITIONS

- S-1. **Term of Engagement:** The Consultant shall make [herself/himself] available for Services from [commencement date] to [end date] on an intermittent basis. The commencement date is confirmed in the Notice to Proceed (NTP). Should the NTP indicate a commencement date and completion date different from the above, the NTP shall prevail.
- S-2. **Consultancy Inputs:** As required by **Terms of Reference (TOR)** in **Appendix 2**.
- S-3. **Assignment Location:** [_____].
- S-4. Details on S-1 to S-3 are further specified in the **Terms of Reference (TOR)** in **Appendix 2**.
- S-5. **Remuneration:** A lump sum of [amount] which includes remuneration and all expenses except for reimbursable expenses, if any, as indicated in **Appendix 3**. Payment will be made in accordance with **General Conditions Clause 3, 4, 5, and Appendix 3**.
- S-6. **Out-of-Pocket Expenses:** [Insert Option A: Cost Plus Fee, Option B or Option C: Full Lump Sum with or without Reimbursable Expenses]. Details are specified in **General Conditions Clause 4 and Appendix 3**.
- S-7. **Contract Amount:** [amount].
- S-8. **Insurance:** The Consultant shall be fully and solely responsible for taking out and maintaining adequate medical insurance and insurance against the Consultant's accidental death or for any injury incurred during the Term of the Engagement.
- S-9. **Advances:** [amount] to be recovered in installment(s) in accordance with **General Conditions Clause 6**.
- S-10. **Executing Agency:**
[Name of Executing Agency]
[Name and Designation of Contact person]
Fax No.:
E-mail:
- S-11. **Consultant's Information:**
[name and complete address]:
[Nationality]:
Fax No.:
E-mail:
- S-12. **Currency of Payment:** [Indicate currency of payment]
- S-13. **Bank Account of the Consultant:** [insert Consultant's bank account details]
- S-14. **Billing Unit:** [if required indicate the unit at the EA where the Consultant will submit claims for payment]
- S-15. **Counterpart facilities** [EA should indicate what facilities will be provided by the EA under the Contract]

TERMS AND CONDITIONS OF CONTRACT [Ref. No#]

GENERAL CONDITIONS

G-1. **Performance of the Consultant** - During the Term of Engagement when the Consultant's inputs are required, the Consultant shall work full time and shall diligently and effectively complete the services under the TOR. The EA reserves its right to evaluate the Consultant's performance and to maintain a record of the performance evaluation to refer to if the Consultant is considered for re-engagement.

G-2. **Contractual Ethics** - the EA requires that Consultants and consulting firms under the Loan or Grant observe the highest standard of ethics (refer to Section 1.05 of the *Guidelines on the Use of Consultants by Asian Development Bank and Its Borrowers* and the *ADB's Policy on Anti-Corruption*; a copy may be obtained by visiting www.adb.org). Consultants and consulting firms under ADD financed contracts shall also act in accordance with ADB's policy on sexual harassment. The Consultant also undertakes that no fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in this Contract have been given or received in connection with the selection of the Consultant or in the Contract's execution.

G-3. **Remuneration**

- a. the EA shall pay the Consultant's remuneration either to the Consultant or, if the EA engages the Consultant through a Firm, to the Firm. The EA shall pay remuneration for the period in which the EA requires the Consultant's full time (only if agreed in this Contract, part time) commitment to provide Consultancy Inputs. The payment is subject to the terms and conditions in Specific Conditions Clause 5, Appendix 3, General Conditions Clause 3, Sections b, c, d, and General Conditions Clause 5.
- b. If Specific Conditions Clause 5 indicates a lump sum payment for the Services, the Consultant's remuneration and OPE, except for any reimbursable expenses specified in Appendix 3, will be paid in lump sum in accordance with a payment schedule shown in Appendix 3.
- c. If Specific Conditions Clause 5 does not indicate a lump sum and if the Consultancy Inputs are less than 30 calendar days or 22 working days, the EA shall pay the remuneration in the following way:
 - i. By calendar days for the time the Consultant spends on the services in the field, that is, at a location other than the Consultant's place of residence. The field time includes the time required to travel to and from the assignment location via the most direct route, the EA official holidays, and weekends except the weekend that falls at the end of the assignment, and/or,
 - ii. By working days for the days that the Consultant works full-time to provide the services at his or her home office, that is, the Consultant's place of residence.
 - iii. The maximum number of paid working days in a calendar month is 22 for purposes of this Contract.

- d. If Specific Conditions Clause 5 does not indicate a lump sum and if the Consultancy Inputs are 30 calendar days or more, the EA pays remuneration as follows.
 - i. By person-months, including the time required to travel to and from the assignment location via the most direct-route, the EA official holidays, and weekends except the weekend that falls at the end of the assignment.
 - ii. the EA calculates daily remuneration rates by dividing the monthly rate by 30 for a calendar day and by 22 for a working day.
- e. the EA shall determine the amount it offers for each assignment. If the EA re-engages the Consultant for a new assignment in the future, the remuneration it offers might be different from the rate for this assignment, which is indicated in Specific Conditions Clause 5.

G-4. Out-of-Pocket Expenses (OPE) and Reimbursable Expenses

- a. If Specific Conditions Clause 5 does not indicate a lump sum for Remuneration and OPE, the EA will pay OPE to the Consultant, or the Firm if the Consultant is engaged through a firm, for actual costs substantiated by receipts of purchase or other supporting documents as specified in Appendix 3, unless otherwise specified. Details of the OPE are shown in Appendix 3 which may include the following:
 - i. Per Diem Allowance is a daily allowance for accommodation and subsistence when the Consultant stays overnight at a place other than the Consultant's Place of Residence to perform the Services during the Term of Engagement.
 - ii. Travel Cost covers all transportation costs the Consultant reasonably incurs in traveling for the Services including the cost of transportation by appropriate public transport between the Consultant's Place of Residence and the nearest convenient international airport. Air travel should be economy class and by the most direct route with connecting flights. Extra costs for non-work related stop-over en-route exceeding the allowable travel time or for non-direct route flights shall be at the Consultant's own expense.
- b. If Specific Conditions Clause 5 indicates a lump sum for Remuneration and OPE without reimbursable expenses, the EA will make payments following the payment schedule in Appendix 3 and in accordance with General Conditions Clause 5.
- c. If Specific Conditions Clause 5 indicates a lump sum for Remuneration and OPE with reimbursable expenses, the EA will make payments following the payment schedule in Appendix 3 and in accordance with General Conditions Clause 5 and reimburse either the Consultant or the Firm the actual cost of the reimbursable expenses.

G-5. Payment

- a. The EA shall make payment in accordance with Specific Conditions Clause 5, General Conditions Clause 3, and General Conditions Clause 6 when applicable, within a reasonable period, normally (depending on General Conditions Clause 5-c) not more

than 30 days, unless otherwise specified in Appendix 3, from the EA's receipt of the invoice from the Consultant, or the Firm if the Consultant is engaged through a firm.

- b. Unless otherwise specified in Appendix 3, the invoice shall be submitted to the EA each month with a statement showing the time the Consultant spent during that period performing the Services and with the supporting documents for the reimbursable expenses as required in Appendix 3.
- c. Payment follows the EA certifying that Services are satisfactory.
- d. The EA payments shall be made to the bank account as specified in Specific Conditions Clause 13.
- e. The EA discourages frequent change of Firm/Consultant's bank account and requires an official request with justifications for such a change. In the case of Firm, the letter must be signed by the same person who signed this Contract on behalf of the firm or an authorized representative of the Firm. The EA does not accept a third party's bank account other than the contracting party's account.
- f. The Consultant, or the Firm if the Consultant is engaged through a firm, shall submit the final invoice within 60 calendar days after the completion of the Term of Engagement or termination of the Contract. If no final invoice is received by the EA within 60 calendar days after the completion of the Term of Engagement or termination of the Contract, the EA shall make the final payment based on the Contract's account record certified by the EA after the settlement of any pending matters, such as outstanding advance payment, Contract variations or handover of equipment by the Consultant to the EA if any equipment is purchased by the Consultant using the EA funds. The EA will then close the Contract account after the final payment. All payment claims to the EA, if any, from the Consultant or the Firm, shall be considered as irrevocably waived after the closure of the Contract account.
- g. Total payment under this Contract shall not exceed the maximum amount indicated in Specific Conditions Clause 7 unless the EA issues a Contract variation order to amend the maximum amount.
- h. Except for the monthly and final invoice which shall be submitted by the Consultant to the EA, all requests for advances, queries and follow-ups regarding status of payments should be sent to the [*name of EA Billing Unit*].

G-6. Advances - The Consultant, and the Firm if the Consultant is engaged through a firm, may request an advance on OPE up to the amount as indicated in Specific Conditions (Specific Conditions Clause 9). The advance will be recovered in the number of installments specified in Specific Conditions Clause 9 starting from the first billing. The EA must approve additional advance(s) and recovery is adjusted.

G-7. Insurance

- a. Refer to Specific Conditions Clause 8.
- b. Where the EA engages the Consultant directly or through a firm, the EA shall undertake no responsibility for life, accident, travel, or any other insurance coverage for the

employees or sub-contractors of the Consultant or for the dependents of any such persons who may travel to the duty station or elsewhere for the purposes of the Services. The Consultant and the Firm (if the Consultant is engaged through a firm) shall

- i. take out and maintain adequate insurance against loss of or damage to equipment the Firm or Consultant purchases in whole or in part with funds provided by the EA, if any. The proceeds of such insurance shall be payable in a currency freely usable to replace or repair such equipment.
- ii. take out and maintain adequate professional indemnity insurance and insurance against claims by third parties resulting from acts performed in carrying out the Services.
- iii. take out any other necessary insurance coverage for the Consultant.

G-8. **Language** - All reports, unless otherwise specified in the TOR, and all communication related to the execution of this Contract shall be in English language.

G-9. **Reports** - The Consultant shall submit to the EA reports and/or other written and electronic documents as required in the TOR. A 500-word (maximum) knowledge summary will be included in the front section of the final report to be delivered on a CD. All reports, notes drawings, specifications, statistics, plans and other documents and data compiled or made by the Consultant or the Expert while performing the Services shall be the sole and exclusive property of the EA. Upon Contract termination or conclusion, the EA has the right to direct the disposal of such property which may be made available to the general public in the EA's sole discretion. The Consultant may retain copies of such documents and data but shall not use the same for purposes unrelated to the Services without the prior approval of the EA. After concluding the Term of Engagement, the Consultant shall continue to cooperate with the EA to clarify or explain any contents in the reports the Consultant submits. It is understood that the Consultant shall use his/her own computer or laptop to complete the Reports.

G-10. **Intellectual Property** - The Consultant, and the Firm if the Consultant is engaged through a firm, shall ensure that all its Services and all goods and services (including without limitation all computer hardware, software, and systems) procured by the Consultant from the EA funds or used by the Consultant in the carrying out of the Services do not violate or infringe on any industrial property or intellectual property right or any third party claim. The Consultant, and the Firm if the Consultant is engaged through a firm, shall indemnify the EA from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, suits, proceedings, demands, costs, expenses, and disbursements that may be imposed on, incurred by, or asserted against the EA for actions related to performing the Services. These include the Consultant's or Firm's infringing or allegedly infringing copyright, trademark, patent, or other protected right.

G-11. **Public Statement and Commitment** - The Consultant, and the Firm if the Consultant is engaged through a firm, shall act discretely and refrain from making public statements about the Services or any the EA projects without the EA's prior written approval. The Consultant, and the Firm if the Consultant is engaged through a firm, has no authority to commit the EA in any capacity and shall make this clear as circumstances warrant. The Consultant should refrain from any political activity involving the assignment or in the country where the project takes place during the Term of Engagement.

- G-12. **Disclosure of Information** - The Consultant, and the Firm if the Consultant is engaged through a firm, shall comply with the *ADB Policy on Confidentiality and Disclosure of Information* (a copy may be obtained by visiting www.adb.org).
- G-13. **Equipment** - It is agreed that the Consultant, unless otherwise approved by the EA, shall use, when necessary, his/her own computing tools, laptop or notebook for performing the Services. In special cases, the EA may provide funds under the Contract for the Firm/Consultant to purchase equipment for use by the Consultant during the Term of Engagement. Such equipment shall remain as the EA's property and should be handed over to the EA, unless otherwise instructed by the EA, upon the termination of the Contract.
- G-14. **Relationship of the Parties** - Nothing contained in this Contract shall be construed as establishing any relationship other than that of independent contractor between the EA and the Consultant, or the Firm if the Consultant is engaged through a firm.
- G-15. **Subcontracting** - The Consultant, and the Firm if the Consultant is engaged through a firm, shall not assign or sub-let the Contract or any part of it without the prior written consent of the EA for an approved sub-contract.
- G-16. **Disability or Incompetence of the Consultant** - The EA's engagement of the Consultant is conditional upon the Consultant's or the Firm's confirmation to the EA that the Consultant is healthy and without physical or mental disability that may interfere with performing the Services. The Consultant shall, if called upon to do so, give the EA any medical or other evidence as the EA may reasonably require. If at any time in the EA's opinion, whether for reasons of health or otherwise, the Consultant is unable to perform or to complete the Services adequately, the EA may terminate this Contract.
- G-17. **Unusual Incidence** - The Consultant shall report immediately to the EA any accident involving personal injury or property damage during the Term of Engagement. The Consultant shall also report to the EA immediately any circumstances which might hinder or prejudice performance of the Services.
- G-18. **Visas** - The Consultant shall obtain visa and other approvals from governmental authorities required under applicable laws and regulations of the Assignment Location to permit the Consultant to carry out the Services and, if applicable, shall obtain visas and other required approvals from the relevant governmental authorities for any dependents of such Consultant physically present in the Assignment Location during the Term of Engagement.
- G-19. **Suspension; Termination of Contract**
- a. The EA may suspend performance of the whole or part of the Contract, or the disbursement of funds hereunder, for a period as the EA deems necessary if the EA determines that a condition has arisen which, in the reasonable opinion of the EA, interferes, or threatens to interfere, with the effective carrying out of the assignment or accomplishing the Services for a specified period of time not to exceed 30 working days; Notwithstanding the above, this Contract may be terminated by the EA:
 - i. upon the expiration of a period of time of not less than 15 calendar days after written notice of its intention to terminate has been given to the Consultant; or

- ii. immediately if the EA determines that the Consultant, and the Firm if the Consultant is engaged through a firm, has engaged in unethical behavior, or corrupt, fraudulent, coercive, or collusive practices - as defined by ADB in the *ADB's Anticorruption Policy* and in Section 1.05 of the *Guidelines on the Use of Consultants by Asian Development Bank and its Borrowers*; or
 - iii. immediately if the EA determines that the Services to date are so deficient as to demonstrate that the Services cannot be satisfactorily performed.
- b. The Consultant, or the Firm if the Consultant is engaged through a firm, may terminate the Contract if there are circumstances beyond the Consultant's reasonable control which make it impossible to carry out the Services. The Consultant must substantiate such reasons in writing. Upon the EA's confirmation in writing, or the failure of the EA to respond to such submission of justification within 15 days from receipt, the Consultant shall be relieved from performing the Services and this Contract shall be terminated.
- c. Termination Procedure - Upon termination of the Contract or the EA giving such notice, the Consultant, and the Firm if the Consultant is engaged through a firm, shall immediately bring the Services to an orderly close and reduce expenditures to a minimum. Unless the Consultant's default causes termination, the Consultant, or the Firm if the Consultant is engaged through a firm, is entitled to full reimbursement for costs duly and reasonably incurred prior to the termination date. Reasonable costs for the orderly termination of Services, including return travel by the Consultant, are reimbursable. If termination is occasioned by the Consultant's or the Firms' default, the Consultant, or the Firm if the Consultant is engaged through a firm, or the EA as the case may be, shall be entitled to the difference between:
 - i. the costs, direct or indirect, the Consultant or the Firm incurs in the performance of the Services up to the date of termination; and
 - ii. the aggregate of all sums the EA paid to the Consultant or the Firm under the Contract.

G-20. Entire Agreement and Contract Amendment - The Contract as amended from time to time under the foregoing provisions supersedes all prior arrangements whether written or oral, expressed or implied. The amendment, whether partly or wholly, of any of the Contract's terms or conditions shall be valid only if in writing and signed by the authorized party of the EA.

G-21. Notices and Requests - Any notice or request required or permitted under this Contract shall be in writing. Such notice or request shall be deemed to be fully given or made when it is delivered by hand, mail, or fax to the authorized party. The authorized party under this Contract for the EA is described in **Specific Conditions Clause 10** and the authorized party for the Consultant is the person who confirms the acceptance of the Offer Letter and is described in **Specific Conditions Clause 11** unless otherwise notified by the Consultant, or the Firm if the Consultant is engaged through a firm.

G-22. Delays - No failure or delay on the part of the EA in exercising any power or right under this Contract shall operate as a waiver of that power or right, nor shall any single or partial exercise of such power or right preclude any other or further exercise or any other power or right under this Contract.

G-23. **Inspection and Audit** - The Consultant, and the Firm where the Consultant is engaged through a firm, agree to allow the EA or ADB or a representative authorized by the EA or ADB to inspect and audit any accounts, documents, and records relating to this Contract.

G-24. **Settlement of Disputes**

- a. The Consultant, or the Firm where the Consultant is engaged through a firm, and the EA agree that avoidance or early resolution of disputes is crucial for smoothly executing this Contract and completing the assignment. Each party should settle amicably all disputes arising out of or connected with this Contract or its interpretation through the following procedure: each party's authorized representative will examine the matter(s) in dispute and consider available options to resolve such dispute. The parties will seek agreement on the most reasonable option to resolve the dispute and act appropriately to that end.
- b. Any dispute or difference arising out of this Contract or in connection with it which cannot be amicably settled between the parties under (a) above shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed under the said Rules. The arbitration shall take place in [country of EA]. The resulting award shall be final and binding on the parties and shall replace other remedies. The language of arbitration shall be English and each party shall bear its own costs.

[STANDARD COST PLUS FEE]**REMUNERATION AND OUT-OF-POCKET EXPENSES**

Contract			
Project	[country: title]		
Expertise			
Source	[International or National]	Category	[Independent or through a Firm]
Prof. Group		Job Level	

Code	Description	Qty.	Unit	Amount	Total
1.	REMUNERATION				
	Field				
	Home Office				
	Sub-Total				
2.	OUT-OF-POCKET EXPENSES				
3.	Per Diem				
4.	Air Travel				
5.	Misc. Travel Expense (Lump sum)				
	Land Transport, Vehicle Hire (Local Transport)				
6.	Communications and Reports				
	Sub-Total				
7.	CONTINGENCY				
	TOTAL MAXIMUM PAYMENT				

Important Note:

1. Remuneration is paid based on the certification by the EA on the actual inputs.
2. Out-of- Pocket Expenses are reimbursable at cost with supporting documents/receipts unless otherwise specified.
3. Negotiated rate(s) are fixed, no receipt is required for the duration of the contract. No per diem is paid on the day of the Consultant's arrival in his usual place of residence/home office. Actual location/number of days in each location may vary based on actual requirements, subject to certification by the EA.
4. Submission of original copies of used tickets, or receipts of purchase and/or boarding pass(es) as evidence of travel and class of travel is required. Actual travel itinerary via most direct route will have to be determined in coordination with the EA.
5. To cover passport and visa fee, in and out expenses, medical costs and other expenses incidental to travel.
6. Communication expenses including subscription and operational expenses of mobile phone, IDD, phone, fax, internet, courier, etc.
7. Use of contingency requires prior approval of the EA.

List of Abbreviations

ADB – Asian Development Bank

CMS – Consultant Management System

DsPOE- Dam Safety Panel of Experts

EA – Executing Agency

EOI - Expression of Interest

GOB – Government of Balochistan Province

ICOLS – International Commission on Large Dams

PMU – Project Management Unit

NIWRDP- Naulong Integrated Water Resources Development Project

OCB – Open Competitive Bidding

OPE – Out-of-Pocket Expenses

PD - Project Director

PoE – Panel of Experts

PRF – Project Readiness Financing

SPP – Strategic Procurement Plan

TOR – Terms of Reference

WAPDA – Water and Power Development Authority



REQUEST FOR EXPRESSION OF INTEREST (EOI) FOR CONSULTANCY SERVICES FROM INDIVIDUAL SPECIALIST

Country: Pakistan

Project Name: Project Readiness Financing (PRF) for Naulong Integrated Water Resources Development Project (NIWRDP)

Consulting Service: Procurement of Consultancy Services from Individual Hydro Electrical and Mechanical Specialist as Member of Dam Safety Panel of Experts for Naulong Integrated Water Resources Development Project, Jhal Magsi, Balochistan, Pakistan (Consulting Package - No.CS -02)

Deadline for submission: June 10, 2024 (by 14:00 hrs local time)

Executing Agency: Water and Power Development Authority (WAPDA)

Implementing Agency: WAPDA, Balochistan Irrigation and Agriculture Departments.

1. The Islamic Republic of Pakistan has applied for financing from Asian Development Bank (ADB) towards the cost of Project Readiness Financing (PRF) for Naulong Integrated Water Resources Development Project (NIWRDP), Jhal Magsi, Balochistan. The Project aims at providing high Project preparation readiness for NIWRDP.

2. A part of this financing will be used for procurement of Consultancy Services from Individual Hydro Electrical and Mechanical Specialist as Member of Dam Safety Panel of Experts (DSPOE) to be established for Naulong Integrated Water Resources Development Project, Jhal Magsi, Balochistan, Pakistan (Consulting Package - No. CS - 02):

3. The details of Terms of Reference for Hydro Electrical and Mechanical Specialist as Member of Dam Safety Panel of Experts including Qualification and Experience required and Scope of Services/Deliverables to be carried out / provided by Hydro Electrical and Mechanical Specialist is available on WAPDA website www.wapda.gov.pk as well as ADBs' website.

4. Individual Specialist is requested to provide only that material which is specific to the proposed services and avoid submitting generic promotional literature.

5. This will be an International Open Competitive Bidding (OCB) and the assignment is International. The June 10, 2024 (by 14:00 hrs local time) assignment envisages time input estimated at 1.7 Person-Months (Intermittent Input for the Period of 04 Months) for specialist. The Individual Specialist will be selected in accordance with the procedures set out in the Asian Development Bank's Procurement Regulations for ADB Borrowers (2017, as amended from time to time).

6. Individual Specialist meeting the following criteria are eligible to submit their Expression of Interest;

- An individual consultant from an ADB member if he / she is a national of an ADB member.

- Individual of ADB member who have appropriate authorization to legally reside and work in the country of the assignment but do not hold the nationality of that country may also be considered as national consultants. However, (a) remuneration will be subject to the local market rate; and (b) accommodation and travel related expenses from home country to country of assignment will not be provided.

7. The interested Individual Specialist should note that purely on-line submission of Expression of Interest through ADB CMS is the only acceptable submission method. The deadline for receipt of EOI is June 10, 2024 (by 14:00 hrs local time)

8. The Executing Agency (EA) reserves the right to: (i) reject any or all EOI submission and cancel this recruitment process at any time and interested Individual Consultants (Specialist/Expert) is responsible for all costs incurred arising out of, or in relation to, this request; and (ii) amend or withdraw the terms of reference, budget, this request for EOI, and all attachments at any time.

9. The name and address of shortlisted Individual Specialist will be posted on the ADB's and WAPDA websites. Interested Hydro Electrical and Mechanical Specialist are advised to address enquiries to the following address:

Name: Aamir Mughal

Position: General Manager (Projects) South

**Address: WAPDA Offices Complex, Shakra-e-Fatima Jinnah,
Hussainabad, Hyderabad, Pakistan**

Telephone: +92-22-9260217 | Facsimile: +92-22-9260027

E-mail address: cepdsouth@yahoo.com

This notice is also available at PPRa Website: www.ppra.org.pk

PID(L)

Website: www.wapda.gov.pk

PRD(L)/WAPDA/433(2023-24)

Donate for Diamer Basha & Mohmand Dams

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