



REQUEST FOR PROPOSAL FOR CONSULTING SERVICES

RFP#AEPC/BSC/2075/76-01

Title of Consulting Services

**Conducting Detailed Feasibility Study and Preparation of
Detailed Project Report (DPR) for Municipal
WastetoEnergyProject in Damak Municipality, and for Joint
Municipal WastetoEnergyProject in Kankai Municipality
from the waste of
Kankai, Birtamod and Arjundhara Municipalities, Jhapa
Districts**

Office Name: *Alternative Energy Promotion Centre (AEPC)*

Office Address: *Khumaltar Lalitpur, Nepal*

Financing Agency: *AEPC*

22 Bhadra 2075



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Introduction and Instructions

1. This Standard Request for Proposals (SRFP) has been prepared by Public Procurement Monitoring Office for use by Government of Nepal (GoN) and its implementing agencies in the selection of Consultants for value of services between Rupees 0.50 Million to Rupees 100 million. The SRFP can be used with the different selection methods as per Public Procurement Act, 2063 and Public Procurement Regulations 2064 of Nepal as described in the RFP document. The SRFP is prepared to use in Selection of National Consultant.
2. The SRFP may be used with two standard forms of contract:
 - Time-Based Assignment
 - Lump-Sum Assignment
3. A RFP normally includes a Letter of Invitation, Information to Consultants, Data Sheet, Forms to be used in the Technical and Financial Proposals, Terms of Reference and the Form of Contract. The standard Information to Consultants and the standard General Conditions in the Form of Contract should not be modified. Any special conditions relating to the assignment should be described in the Data Sheet or Special Conditions of Contract.
4. Invitation of Expression of interest (EoI) is necessary for preparing short list of consultants for Value of services more than Rs.2.00 Million. In such case, The RFP should be issued to only short listed consultants.
5. Proposal must be Signed and Stamped on all pages by the authorised representative of the Proponent who received written Power of Attorney from consultancy firm.
6. Consultant Selection will be National Competitive Selection procedure. Foreign consultants are eligible to participate only after Joint Venture (JV) agreement with eligible and qualified consultancy firm of Nepal.
7. Professional Liability Insurance (100% of Contract Value) need to be submitted within 30 days from the date of agreement by the selected consultant as per Public Procurement Rules (PPR), 2064, 4th Amendment 2073 (Rule No. 112.4a).
8. If any provision of this document is inconsistent with Public Procurement Act (PPA). 2063 or Public Procurement Rule (PPR), 2064, the provision of this document shall be void to the extent of such inconsistency and the provision of PPA and PPR shall prevail.



Section-1: Letter of Invitation

Date: 22 Bhadra 2075

Khumaltar, Lalitpur, Nepal

Dear Eligible Consultants,

1. Government of Nepal (GoN) intends to apply a portion of its government fund to eligible payments under this Contract.
2. AEPC now invites proposals to provide the following consulting services:

Conducting Detailed Feasibility Study and Preparation of Detailed Project Report (DPR) for Municipal Waste to Energy Project in Damak Municipality, and for Joint Municipal Waste To Energy Project in Kankai Municipality from the waste of Kankai, Birtamod and Arjunhara Municipalities, Jhapa Districts

More details on the services are provided in the attached Terms of Reference.

3. The Request for Proposal (RFP) has been addressed to all eligible consulting firms.
4. A consultant will be selected under Quality and Cost Based Selection (QCBS) *Method* and procedures described in this RFP.
5. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Information to Consultants
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6- Required Document List
 - Section 7 - Standard Forms of Contract
6. The Eligible Consultants may obtain further information and can inspect and download the Request for Proposal from AEPC (www.aepc.gov.np).
7. AEPC reserves the right to accept or reject, wholly or partly any or all the proposals without assigning any reason, whatsoever.

Yours sincerely,

Madan KC
Senior Officer, AEPC



Government of Nepal
Ministry of Energy, Water Resources and Irrigation
Alternative Energy Promotion Centre (AEPC)
Khumaltar Height, Lalitpur, Nepal
Phone: 01 5539390, 5539391, Fax: 01 5542397
Website: www.aepc.gov.np, Email: info@aepc.gov.np

REQUEST FOR PROPOSALS

Date of Notice Publication: 22 Bhadra 2075

Alternative Energy Promotion Centre (AEPC), National focal agency for promoting renewable energy technologies in Nepal, is currently executing renewable energy programs with the support from Government of Nepal and various international development partners. AEPC hereby requests proposal from eligible Consulting Firms for the following task:

SN	Task (Title of Consulting Services)	RFP Number
1	Conducting Detailed Feasibility Study and Preparation of Detailed Project Report (DPR) for Municipal Waste to Energy Project in Damak Municipality, and for Joint Municipal Waste to Energy Project in Kankai Municipality from the waste of Kankai, Birtamod and Arjundhara Municipality, Jhapa District	RFP#AEPC /BSC/ 2075/76-01

- The proposal must contain Technical and Financial proposals sealed in separate envelopes. Both the sealed proposals must be sealed in another single envelop mentioning title of the task and RFP number.
- Detailed RFP (with ToR) for the above task may be downloaded from www.aepc.gov.np
- Proposal (in hard copy) must be delivered manually to the address above by 15:00 hour's local time on or before 07 Ashwin 2075.
- If deadline for submission of proposal falls in public holiday, the deadline will be remain same time of the immediate next working day.
- If proposed human resources for this task are engaged in other tasks in the same implementing duration, such human resources will be excluded in the evaluation.
- AEPC reserves the right to accept or reject, wholly or partly any or all the proposals without assigning any reason, whatsoever.

Above notice is published on Himalayan daily



Section-2: Information to Consultants

1. Introduction	1.1 The Client named in the Data Sheet will select a consultant among those eligible consulting firms who submit proposals, in accordance with the method of selection specified in the Data Sheet. 1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, for services as specified in the Data Sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected consultant. 1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to visit the Client before submitting a proposal and are advised to attend a pre-proposal conference if one is specified in the Data Sheet. 1.4 The Client will provide the inputs specified in the Data Sheet, assist the consultant in obtaining licences and permits needed to carry out the services, and make available relevant project data and reports. 1.5 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted. 1.6 GoN (or Donor Agency) policy requires that consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client. 1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below: a. A consultant, who has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, consultants hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the consultant's earlier consulting services) for the same project. b. Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants. 1.7.2 Any previous or ongoing participation in relation to the assignment by the consultant, its professional staff or affiliates or associates under a contract with the GoN may result in rejection of the proposal. Consultants should clarify their situation in that respect with the Client before preparing the proposal.
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	1.8 It is the GoN's policy to require its implementing agencies, as well as consultants under GoN(or Donor Agency)financed contracts, to observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the GoN: a. defines, for the purposes of this provision, the terms set forth below as follows: i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and ii. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition. b. will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question; c. will cancel the consultant's contract if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the consultant or the Client during the selection process or the execution of that contract; d. will debar a consultant for a stated period of time, to be awarded a contract if it at any time determines that the consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and e. will have the right to require that, a provision be included requiring consultants to permit the Client inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Client. 1.9 Consultants shall not be under a debarment for corrupt and fraudulent practices issued by GoN accordance with the above sub para. 1.8 (d). 1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the Standard Contract under the clauses indicated in the Data Sheet.
2. Clarification and Amendment of RFP Documents	2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.



	2.2 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consultant, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.
3. Preparation of Proposal	3.1 Consultants are requested to submit a proposal Sub - Clause 1.2 written in the language(s) specified in the Data Sheet.
Technical Proposal	3.2 In preparing the Technical Proposal (TP), consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal. 3.3 While preparing the Technical Proposal, consultants must give particular attention to the following: i. If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the Client to enter into a joint venture with consultants not invited for this assignment. ii. For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the consultant. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget. iii. It is desirable that the majority of the key professional staff proposed be permanent employees of the consultant or have an extended and stable working relationship with it. iv. Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in Nepal. v. Alternative professional staff shall not be proposed, and only one curriculum vita (CV) may be submitted for each position. vi. Reports to be issued by the consultants as part of this assignment must be in the language(s) as specified in the Data Sheet. 3.4 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3): A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar



	nature. For each assignment, the outline should indicate, <i>inter alia</i>, the client, location and duration of the assignment, contract amount, and consultant's involvement. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C). A description of the methodology and work plan for performing the assignment (Section 3D). The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E). CVs recently signed by the proposed professional staff and the authorised representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant/entity and degree of responsibility held in various assignments during the last ten (10) years. Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G). A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment. Any additional information requested in the Data Sheet. 3.5 The Technical Proposal shall not include any financial information.
Financial Proposal	3.6 In preparing the Financial Proposal (FP), consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the assignment, including (a) remuneration for staff (, in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, communication (Telephone, Fax etc.) surveys, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity. 3.7 The Financial Proposal should include all duties, taxes and other levies, and other charges imposed under the applicable law payable by the Consultant under the Contract or for any other cause. 3.8 Consultants shall express the price of their services in Nepalese Rupees. 3.9 The Data Sheet indicates the required validity period of the proposals. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the



	Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.
4. Submission, Receipt, and Opening of Proposals	4.1 The original proposal (TP and FP) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the consultant itself. Any such corrections must be initialled by the persons or person who sign(s) the proposals. 4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal. 4.3 For each proposal, the consultants shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs. 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "FINANCIAL PROPOSAL" and warning: "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE." 4.5 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened. 4.6 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with the Client's Procurement Unit until all submitted proposals are opened publicly.
5. Proposal Evaluation	
General	5.1 From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the consultant to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal. 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, is concluded.
Evaluation of Technical Proposals (QCBS,QBS,FB	5.3 The evaluation committee, appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and point system specified in the Data Sheet. The evaluation



S, LCBS)	committee shall compute the score obtained by each proposal by taking the average of the scores given by each member to the particular <u>proposal</u>. Each responsive proposal will be given a technical score (<i>St</i>). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet. 5.4 In the case of Quality-Based Selection, the highest ranked consultant is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted in accordance with the instructions given in para. 1.2 and the Data Sheet.
Public Opening and Evaluation of Financial Proposals (CBS Only)	5.5. The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant and the proposed prices shall be read aloud and recorded. The Client shall prepare minutes of the public opening.
Public Opening and Evaluation of Financial Proposals (QCBS , FBS,LCBS)	5.6 After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall be 7 after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail. 5.7 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening. 5.8 The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have costed all items of the corresponding Technical Proposals; if not, the Client will cost them and add their cost to the initial price), correct any computational errors. 5.9 In case of Fixed Budget Selection (FBS), the consultant's Financial Proposals with cost more than the specified fixed budget ceiling by the Client in Data Sheet shall be rejected. 5.10 In case of Least Cost Based Selection (LCBS), the consultant's proposal which has scored the minimum pass mark in the Technical proposal and is of the least cost in the financial proposal shall be invited for negotiation. 5.11 In case of QCBS, the Lowest Financial Proposal (<i>Fm</i>) of consultant will be given a financial score (<i>Sf</i>) of full points. The financial scores (<i>Sf</i>) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (<i>St</i>) and financial (<i>Sf</i>) scores using the weights ($T =$ the weight given to the Technical Proposal; $P =$ the weight given to the Financial Proposal; $T + P = 1$) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The consultant achieving the highest combined



	technical and financial score will be invited for negotiations.
6. Negotiations	6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract. 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the consultant to improve the Terms of Reference. The Client and consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the contract. Special attention will be paid to getting the most the consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment. 6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates in the cases of QCBS methods. For QBS, the consultant should provide the information on remuneration rates described in the Appendix to this information. 6.4 Having selected the consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If substitution is considered then the proposed alternative candidate shall be evaluated as per the original criteria. The qualification and experience of the substitute candidate shall equal to or higher than the originally proposed candidate. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the consultant may be disqualified. 6.5 The negotiations will conclude with a review of the draft form of the contract. If negotiations fail, the Client will invite the consultant whose proposal received the second highest score to negotiate a Contract.
7. Award of Contract	7.1 Pursuant to Sub-Clause 6.5, the consultant, with whom agreement is reached following negotiation, shall be selected for approval of his proposal and the Client shall notify its intention to accept the proposal to the selected consultant and other short-listed consultants within 7 days of selection of the winning proposal. 7.2 Any consultant, who has submitted a proposal and is not satisfied with the procurement process or Client’s decision provided as per Sub - Clause 7.1 and believes that the Client has committed an error or breach of duty which has or will result in loss to him then the



	consultant may give an application for review of the decision to the Client with reference to the error or breach of duty committed by the Client. The review application should be given within 7 days of receipt of information regarding the issue of letter by the Client notifying its intention to accept the winning proposal pursuant to Sub Clause 7.1. 7.3 If the review application is not received by the Client pursuant to Sub-Clause 7.2 then the proposal of the Consultant, selected as per Sub-Clause 7.1 shall be accepted and the successful consultant shall be notified to come for signing the Agreement within 15 days. 7.4 If the Consultant fails to sign an agreement pursuant to Sub-Clause 7.3 then the Client will invite the consultant whose proposal received the next highest score to negotiate a contract. 7.5 If a review application is received by the Client pursuant to Clause 7.1 then the Client will clarify and respond within 5 days of receiving such application 7.6 If the applicant is not satisfied with the decision given by the procuring entity and/ or the decision is not given by the Procuring Entity Chief within 5 days then the applicant can file a complaint to the Review committee within 7 days. 7.7 The Client shall return the unopened Financial Proposals of those consultants who did not pass the technical evaluation. 7.8 The consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.
8. Confidentiality	8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the letter of intention to accept the proposal is not issued to the selected consultant pursuant to Sub- Clause 7.1.
9. Conduct of Consultants	9.1 The Consultant shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents and GoN's Public Procurement Act and Regulations. 9.2 The consultant shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement : - give or propose improper inducement directly or indirectly, - distortion or misrepresentation of facts - engaging or being involved in corrupt or fraudulent practice - interference in participation of other prospective bidders. - coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings, - collusive practice among consultants before or after submission of proposals for distribution of works among consultants or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price. - contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination



	and evaluation of the proposals during the period after opening of proposals up to the notification of award of contract
10. Blacklisting Consultant	10.1 Without prejudice to any other rights of the Employer under this Contract , the Public Procurement Monitoring Office may blacklist a Consultant for his conduct up to three years on the following grounds and seriousness of the act committed by the consultant: a) if it is proved that the bidder committed acts pursuant to the Information to Consultants clause 9.2, b) if the bidder fails to sign an agreement pursuant to Information to Consultants clause 7.3, c) if it is proved later that the bidder/contractor has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract d) if convicted by a court of law in a criminal offence which disqualifies the consultant from participating in the contract. e) if it is proved that the contract agreement signed by the consultant was based on false or misrepresentation of consultant's qualification information, f) other acts mentioned in the Data Sheet or SCC 10.2 A Consultant declared blacklisted and ineligible by the Non-Public procurement Office and or concerned Donor Agency in case of donor funded project shall be ineligible to bid for a contract during the period of time determined by the GON and or the concerned donor agency.
11. Professional Liability Insurance	Professional Liability Insurance (100% of Contract Value) need to be submitted within 30 days from the date of agreement by the selected consultant as per Public Procurement Rules (PPR), 2064, 4 th Amendment 2073 (Rule No. 112.4a).



Information to Consultants

DATA SHEET

Clause
Reference

1.1	The name of the Client is: Alternative Energy Promotion Centre (AEPC), Biogas Subcomponent (BSC) The method of selection is: Quality and Cost Based Selection (QCBS) (Technical 90:Financial 10)
1.2	The name, objectives, and description of the assignment are: Name : Conducting Detailed Feasibility Study and Preparation of Detailed Project Report (DPR) for Municipal WastetoEnergyProject in Damak Municipality, and for Joint Municipal WastetoEnergyProject in Kankai Municipality from the waste of Kankai, Birtamod and Arjundhara Municipalities, Jhapa Districts Objectives: To conduct the detailed feasibility study and Preparation of detailed Project Report (DPR) including Initial Environmental Examination (IEE) for waste to energy project in Damak municipality and for Joint Municipal WastetoEnergyProject in Kankai Municipality from the waste of Kankai, Birtamod and Arjundhara Municipalities to determine the biogas potential from organic waste fraction of the Cities. Description: Details on the services are provided in the attached Terms of Reference.
1.3	A pre-proposal conference will be held: No The name(s), address(es), and telephone numbers of the Client's official(s) are: NA
1.4	The Client will provide the following inputs: 1. Space to carry out assigned duties and responsibilities 2. Time based monthly payment as per agreement 3. Facilitation to carry out the assigned job successfully
1.10	The clauses on fraud and corruption in the Contract are: The contract with the consultant involved in corrupt or fraudulent practices in competing for or in executing the Contract will be terminated immediately; and for the purpose of this clause: “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution. “fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and



	includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.
2.1	Clarifications may be requested 5 days before the submission date. Name: Lawa Kumar ThapaPosition: Socio-economist Address: AEPC,Khumaltar Height, Lalitpur, Nepal. Telephone No. : 01-5539390/91Email: lawa.thapa@aepec.gov.np
3.1	Proposals should be submitted in the following language(s): <i>English</i>
3.3	(i) Short listed consultants/entity may associate with other short listed consultants: Yes
	(ii)The estimated number of professional required man hours is: total 300man days
	(ii) Available Budget for Fixed Budget Assignment : NA
	(iv) The minimum required experience of proposed professional staff is: As specified in Terms of Reference
3.4	(vi) Reports that are part of the assignment must be written in the following language(s) : English
	(vii) Training is a specific component of this assignment: No
	(viii) Additional information in the Technical Proposal includes: NA
3.9	Proposals must remain valid 90 days after the submission date, i.e., until: Push 062075
4.3	Consultants must submit an original of each proposal (Technical and Financial)
4.4	The proposal submission address: Alternative Energy Promotion Centre (AEPC) Khumaltar Height, Lalitpur, Nepal. Information on the outer envelope should also include: “ConductingDetailed Feasibility Study and Preparation of Detailed Project Report (DPR) for Municipal WastetoEnergyProjectinDamak Municipality, and for Joint Municipal WastetoEnergyProject in Kankai Municipality from the waste of Kankai, Birtamod and Arjundhara Municipalities, Jhapa Districts” RFP Number..... Detailed information of the consultant (Name, Address, Telephone, email etc.)
4.5	Proposals must be submitted no later than: 07Ashwin2075–13.00 P.M. (If different from published notice, published notice shall prevail)



5.1	The address to send information to the Client is: Alternative Energy Promotion Centre (AEPC) Biogas Subcomponent Khumaltar Height, Lalitpur, Nepal		
5.3 Evaluation Criteria	The numbers of points are given under each of the evaluation criteria. One hundred marks are considered as total mark for Technical Proposal. The basis for the evaluation of the technical proposals will be as mentioned below:		
	S.N.	Evaluation Criteria	Points
	1	General experience and specific experience of the consultants (Firms) related to the assignment:	25
	a.	General Experience of Firm (2 Years)	5
	b.	Similar experience with the proposed task (FS)	10
	c.	Experience of similar capacity of the project (FS)	10
	2	Adequacy of the proposed work plan and methodology in responding to the Terms of Reference	35
	a.	Realistic methodology to carry out the task	20
	b.	Innovative approaches to execute the task	5
	c.	Practical Manning and Work schedule	5
	d.	Overall structural quality of the proposal	5
	3	Qualifications and competence of the key staff for the Assignment	35
	a.	General Qualification of the personnel as per ToR	15
	b.	Additional Qualification of the personnel	10
	c.	Adequacy of experiences of the personnel in similar tasks	15
	4	Suitability of the transfer of knowledge program (training)	5
	a.	Relevant Training conducted up to 1	2
	b.	Relevant Training conducted 2	4
	c.	Relevant Training conducted more than 3	5
		Total Points	100
	The Minimum Technical Score Required to Pass	70	
5.8	The fixed Budget Ceiling for the assignment is : <i>Not Applicable (NA)</i>		
5.10	The formula for determining the financial scores is the following: [Either $S_f = 100 \times F_m/F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration, or another proportional linear formula] The weights given to the technical and Financial Proposals are: T (Technical Proposal) = 0.90 and P (Financial Proposal) = 0.10]		
6.1	The address for negotiations is: Alternative Energy Promotion Centre (AEPC) / Biogas Subcomponent Khumaltar Height, Lalitpur, Nepal		
7.8	The assignment is expected to commence on 20 Ashwin 2075 Alternative Energy Promotion Centre (AEPC)/Biogas Subcomponent Khumaltar Height, Lalitpur, Nepal		



[[Nepal]
[Project Name: Loan #]
[Title of Consulting Services]
STANDARD REQUEST FOR PROPOSALS
RFP #
INFORMATION TO CONSULTANTS
BREAKDOWN OF AGREED FIXED RATES¹

Consultants		1	2	3	4	5	6	7
Name	Position	Basic Rate ²	Social Charge (__% of 1)	Overhead (__% of 1)	Subtotal	Fee (__% of 4)	Away from Headquarters Allowance (__ % of 1)	Total Agreed Fixed Rate
Field Assignment								
Home Office								

Signature of Consultant:_____

Date:_____

Authorized Representative:_____

Name:_____

Title:_____

¹ This model form is given for negotiation purposes only. It is not part of the proposals (technical or financial). Do not submit with Proposals.

² Per month, day, or hour as appropriate.



Section-3: Technical Proposal - Standard Forms

- 3A. Technical Proposal submission form.
- 3B. Consultant's references.
- 3C. Comments and suggestions of consultants on the Terms of Reference and on data, services, and facilities to be provided by the Client.
- 3D. Description of the methodology and work plan for performing the assignment.
- 3E. Team composition and task assignments.
- 3F. Format of curriculum vitae (CV) for proposed professional staff.
- 3G. Time schedule for professional personnel.
- 3H. Activity (work) schedule.



3A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for [Title of consulting services] in accordance with your Request for Proposal dated [Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We declare that, we have not been blacklisted, no conflict of interest in the proposed procurement proceedings and we have not been punished for an offence relating to the concerned profession or business.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Consulting Firm:

Address:



3B. CONSULTANT'S REFERENCES

Relevant Services Carried Out in the Last Seven Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your Consultant/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Consultant/Entity(profiles):
Name of Client:		No.of Staff:
Address:		No.of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services NRs
Name of Associated Consultants, If Any:		No.of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff, Designation (Project Director/Coordinator, Team Leader etc.) Involved and Functions Performed:		
Narrative Description of Project: :(Actual assignment, nature of activities performed and location)		
Description of Actual Services Provided by Your Staff:		

Consultant's Name: _____

REQUEST TO SUBMIT THE PROOF OF EXPERIENCE FROM PREVIOUS EMPLOYER



3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND
ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.



3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT



3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task



3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Consultant: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Consultant/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Date: _____



[Signature of staff member and authorized representative of the consultant]Day/Month/Year

Full name of staff member:_____

Full name of authorized representative: _____



3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

			Months (in the Form of a Bar Chart)												Number of Months
Name	Position	Reports Due/Activities	1	2	3	4	5	6	7	8	9	10	11	12	
															Subtotal (1)
															Subtotal (2)
															Subtotal (3)
															Subtotal (4)

Full-time: _____
Reports Due: _____
Activities Duration: _____

Part-time: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____



3H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items

	<i>[1st, 2nd, etc. are months from the start of assignment.]</i>												
	1st	2 nd	3rd	4th	5th	6 th	7th	8th	9th	10th	11th	12th	
Activity (Work)													

B. Completion and Submission of Reports

Reports	Date
1. Draft Report	
2. Final Report	



Section-4: Financial Proposal - Standard Forms

- 4A. Financial Proposal submission form.
- 4B. Summary of costs.
- 4C. Breakdown of price per activity.



4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for [Title of consulting services] in accordance with your Request for Proposal dated [Date] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [Amount in words and figures]. This amount is inclusive of the local taxes except Value Added Tax (VAT), which we have estimated at [Amount(s) in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

Professional Liability Insurance (100% of Contract Value) will be submitted within 30 days from the date of agreement as per Public Procurement Rules (PPR), 2004, 4th Amendment 2073 (Rule No. 112.4a).

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of consulting Firm:

Address:

Note: This financial cover sheet must be submitted in separate envelope in financial proposal.



4B. SUMMARY OF COSTS

Name of Task:Conduction of Feasibility Study of Large Biogas Plants (Commercial)

A. Remuneration					
SN	Particulars	Quantity	Unit	Rate	Amount Rs.
A	Human Resource				
1			MD		
2			MD		
3			MD		
4			MD		
5			MD		
6			MD		
7			MD		
8					
	Sub Total				
	Overhead%				
	Total Fee (A)				
B. Other Cost					
a	Transportation and DSA		LS		
b	Preparation of Reports		LS		
c	Professional liability insurance and other relevant cost		LS		
	Other Cost (B)				
C. Grand Total (A+B)					
D. VAT (13% of C)					
E. Grand Total with VAT (C+D)					
Amounts in words (NRs.):					

Note:

- All four projects are treated as a single task and proposal (Technical and Financial) need to be prepared and submitted accordingly



-
- This Summary of Costs sheet must be submitted in separate envelope along with the sealed financial proposal.
 - Professional Liability Insurance (100% of Contract Value) need to be submitted within 30 days from the date of agreement as per Public Procurement Rules (PPR), 2064, 4th Amendment 2073 (Rule No. 112.4a).



4C. BREAKDOWN OF PRICE PER ACTIVITY

Activity No.:_____	Description:_____
Price Component	Amount(s)
Remuneration	
Professional Liability Insurance	
Miscellaneous Expenses	
Subtotal	_____

(Note: Consultant can modify the breakdown as per requirement)

Section-5: Terms of Reference

For

Conducting “Detailed Feasibility Study and Preparation of Detailed Project Report (DPR) for Municipal Waste to Energy Project in Damak Municipality, and for Joint Municipal Waste to Energy Project in Kankai Municipality from the waste of Kankai, Birtamod and Arjundhara Municipalities, Jhapa Districts

1. Introduction

Nepal is one of six pilot countries identified for assistance under the Scaling-up Renewable Energy Program in Low Income Countries (SREP) by the SREP sub-committee. As one of three programs under the Strategic Climate Fund, SREP aims to demonstrate the social, economic and environmental viability of low carbon development pathways in the energy sector. In particular, the objectives of SREP in Nepal are to (i) leverage complementary credit and grant co-financing; (ii) bring about transformational impacts through scaling up energy access using renewable energy technologies (RETs), poverty reduction, gender and social inclusiveness and climate change mitigation; and (iii) ensure sustainable operation through technical assistance and capacity building. The Government of Nepal (GoN) has designated the Ministry of Finance (MoF) and the then Ministry of Population and Environment (MoPE) previously and now Ministry of Energy, Water Resource and Irrigation as the focal points for SREP. Ministry of Energy, Water Resource and Irrigation has designated the Alternative Energy Promotion Centre (AEPCC) as the lead agency for SREP-related activities.

Under SREP, there are two different types of large sized biogas plants or energy projects prioritized for implementation viz. commercial plants and municipal solid waste (MSW) to energy plants. The municipalities willing to develop the waste to energy project under this program are expected to partner with private entrepreneurs bringing technology to invest in the waste to energy project for commercial use.

2. Background

Waste management in urban centers of Nepal has become an issue that requires imminent attention. Generating energy from waste is emerging concept in Nepal. There are a few projects being implemented till now. Conversion of Waste into Energy is possible through various technologies. Anaerobic Digestion (Biogas) and Incineration are few of them. Production of energy from municipal waste is an option to mitigate the ever growing demand for energy in Nepal. Though Biogas promotion is seen as a comparatively successful and green business in rural Nepal, other technologies for generation of energy from waste can be applied as and when required as a part of Integrated Solid Waste Management (ISWM) Approach. Integrated Solid Waste Management Approach consists of Reduce, Reuse, Recycle and Recovery of organic and inorganic waste. In the urban and semi urban areas, the organic waste being potential for biogas generation whereas inorganic and combustible solid waste being potential for energy generation through incineration.

Biogas is seen as a comparatively successful and lucrative business in rural Nepal. These biogas plants are mainly based on cattle manure as feedstock and are mainly popular in rural areas. But in the urban and semi urban areas, a huge resource for biogas production is being wasted. Landfill

being the only destination of MSW in most of the other big cities of Nepal, it is creating huge environmental problems. This waste has the potential to be converted into wealth by means of biogas which can contribute to energy production as a renewable energy source.

AEPC/SREPC is planning to carry out detailed feasibility study of the waste to energy project in Damak Municipality which has significant waste generation quantity and has shown considerable interest in the project.

4. Objective

To conduct the detailed feasibility study and Preparation of detailed Project Report (DPR) including Initial Environmental Examination (IEE) for waste to energy project in Damak municipality and for Joint Municipal Waste to Energy Project in Kankai Municipality from the waste of Kankai, Birtamod and Arjun Dhara Municipalities to determine the biogas potential from organic waste fraction of the Cities.

5. Scope of Work

The key scope of work is;

- Quantification of the waste production and collection in the municipalities. The data has to be collected in association with the municipality.
- Determination of the organic waste fraction of the different samples of waste using an approved waste characterization protocol in the municipality.
- Analyze the anaerobically digestible waste fraction from the organic fraction of the municipalities.
- Assess the potential of biogas energy from the waste fractions generated and collected in the municipalities.
- Recommend sorting and pre-treatment options for extracting energy from the organic waste fraction and recommend treatment processes.
- Obtain information and evaluate technologies suitable for minimizing the amount of waste going to landfill.
- Detailed design including detailed drawing, planning and layout (up to 3D system drawing), single line diagram.
- Initial Environmental Examination (IEE) of proposed sites
- Gender and Social safeguard assessment
- Risk Assessment and mitigation measures
- Financial Analysis and possible market for the produced gas/electricity and fertilizer
- Recommend proven technologies readily available to treat solid waste to help meet the relevant environmental and other waste management obligations along with pre-digestion, digestion and post digestion of the digested slurry.

Besides the above mentioned scope, the consulting firm should;

- Recommend preferred technology and potential site where such a facility may be developed in municipality.
- Propose a project timeframe for the development of the facilities.
- Analyze the economics associated with biogas use

Note: Additional Scope of Work for the study of Damak Municipality

- Determination of Potential of waste to energy using anaerobic digestion, incineration using organic and combustible waste respectively and management of inorganic

waste as per integrated solid waste management concept.

- Assess and quantify the combustible waste generating in municipality and potential of waste to energy through incineration.
- Assess the inorganic waste and possible method of management (reduce, reuse, recycle, recovery, land filling etc.).

6. Methodology

The Consultant should mention the detailed approaches and methodology for conducting the assignment. The consultant shall conduct a desk study, consultation with relevant stakeholders, municipality officials, field work, review of relevant technological options available, and recommend the most suitable and cost-effective approach for Nepal's context. The consultant shall work in close coordination with AEPC/SREP and the municipalities to get inputs during site identification, preparation of the report. The consultant shall prepare the Detailed Feasibility Study reports in the format as prescribed in "AEPC Detailed Feasibility Study Guidelines"

7. Timing and Budget

The proposed duration for the scope described above including study reports and production of the final report shall be of 3 months.

The exact timing of each activity shall be fixed during the Contract Agreement.

7.1 Budget

The total study cost should be written clearly both in figure and in word as per the format provided in the annex.

7.2 Terms of Payment

Budget and Payments shall be made as per agreement. Proposed payment schedule shall be as following:
Payment Schedule

- **Advance: Maximum 20% (Twenty)** Percentage of agreement amount - Advance against unconditional advance bank Guarantee from Class "A" Commercial Bank of Nepal. Advance will be paid in equal two installments; immediate after contract signature and progress of the assignment.
- **First: Maximum 10% (Ten)** Percentage of agreement amount - After submission and approval of Inception Report.
- **Second: Maximum 70% (Seventy)** Percentage of agreement amount - After submission and Approval of Draft Report.
- **Final: Remaining Agreement Amount** - After submission and Approval of Final Report. (TDS and Advance will be deducted as per rule)

8. Outputs & Deliverables

- One hard copies and one electronic copy of the draft study reports after the survey.
- Three hard copies and 1 electronic copy of the final reports.
- All of the items above shall be submitted first as drafts for AEPC/SREP review and comment and then as final reports.

9. Qualification of the Human Resources Requirements:

The team should be composed of at least the following professionals and support staff as per the requirement:

- **One Team Leader:** Team Leader with at least Masters Degree in the field of science/energy/environment/water and sanitation/management or economics and more than 10 years' experience in renewable energy sector.
- **Two Environmental Experts:** Environmental Expert with at least Masters Degree in the field of energy/environment/water and sanitation and more than 5 years professional experience in the energy or water and sanitation sector and having experience of conducting at least one IEE/EIA
- **Two Social Experts :** Social Expert with at least Masters Degree in the field of Sociology and more than 5 years of professional experience in the safeguard related field
- **Two Field Engineers:** Engineers with at least Masters degree in the field of engineering/energy/environment and more than 3 years professional experience in the energy sectors. Preference shall be given to the engineers having proven experience in biogas sector.
- **Two Financial Analysts:** Financial Analyst with at least MBA or CA or equivalent and more than 5 years of professional experience in financial analysis of business plan
- **Four Waste quantity surveyors:** waste quantity surveyors with at least Bachelor degree in Mechanical/Civil/Industrial engineering
- **Two Support staffs:** support staffs with at least Bachelors in any discipline with one year experience on office work.

The Consultant shall submit the name(s) of the required human resource to be assigned for the execution of the proposed project. The detailed CVs of the expert to be involved for the conduction of this assignment must be submitted in the technical proposal with their original signature and their commitment to provide full time for this study.

10. The Right to Audit

The AEPC shall have the right to audit and inspect all books, records and underlying documentation relating or pertaining to contracts or agreements under AEPC for delivery of goods or services, kept by or under the control of the Consultant including, but not limited to those kept by the Consultant and its employees, agents, assigns, successors and sub-Consultants.

The Consultant shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of the contractor agreement and at least to the end of the following Government of Nepal Fiscal Year from the approved date of the completion of the assignment as per contract or agreement with AEPC.

A clause regarding this facility will be included in the contract document.

Section-6: Standard Form of Contract

- Lump-sum Assignment
- Progress based payment will be made after receiving and approval of the reports by the AEPC authority
- Other general conditions of contract are as per Standard Form of Contract prescribed by the PPMO

Section-7:Required Documents List

Note: Consultants are suggested to provide the corresponding information in the format given in the RFP document.

Eligibility Criteria (Required Documents):

S. No.	Documents
1	A Copy of Company/Consultancy Firm Registration Certificate with updated renewed, Non Profitable Institution, NGO (Non-Government Organization) and INGO are not eligible for submission of Proposal
2	A Copy of VAT Registration Certificate
3	A Copy of Tax Clearance Certificate of F.Y. 2074/75 B.S.
4	JV Agreement (in case of JV Submission) (JV with Non Profitable Institution, NGO/INGO are not Eligible)
5	Power of Attorney (Authority to prepare and Signature on the proposal)
6	Self-Declaration (Regarding not blacklisted, not ineligible to participate in the contract and has no punished in the business offence)
7	Separate Sealed Technical Proposal as per given in Section 3 (As per given format)
8	Separate Sealed Financial proposal including VAT (As per given format)
9	Signed CV of proposed Human Resource and copy of other required supported documents and Proof of Experience from previous employer (<i>While evaluating the proposal, the human resource proposed will not be counted if the same human resource is/are occupied with other activity/project during the same time period</i>)