## TERMS OF REFERENCE

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| **Title:** | Procurement of Biodigester at Household level. |
| **Description:** | Practical Action is looking for a firm that has a strong history of working with international or national NGOs and is known for being professional and delivering work on time. The selected firm will supply and install the biodigester to the household’s premises at different unions of Dacope, Paikgachha and Koyra upazila of Khulna district. It must be reliable, durable, and work well in local conditions. |
| **Duration of the Assignment:** | Completion by 30 November 2025 |
| **Fee Rate and Total Fees**: | The bidding agency must provide the rate and fees with a detailed Budget Breakdown following the deliverables with a work plan |

**Who We Are**

We are an international development organisation helping people in poverty create lasting change in their lives. We work with communities to find smart, locally led solutions to big challenges, like climate change, gender inequality, farming, clean energy, water, and waste management. We test what works and share it widely so small ideas can grow into big impact.

Our global team includes problem solvers, knowledge sharers, and technical experts. Together, we aim to build a fairer, more sustainable world, where practical action leads to a future free from poverty. To wanted to learn more, please visit: https://practicalaction.org

1. **Background and Purpose of the procurement**

The UK Foreign, Commonwealth and Development Office (FCDO) has selected a CARE Bangladesh led consortium to implement the project titled ‘Nature Based Adaptation towards Prosperous and Adept Lives & Livelihoods in Bangladesh (NABAPALLAB/ নবপল্লব)’ in two Ecologically Critical Areas (ECA) – Sundarbans and Hakaluki Haor. The other consortium members are CNRS, CordAid, C3ER-BRAC University, Dushtha Shasthya Kendra (DSK), Friendship, Humanity & Inclusion (HI) and iDE. It is a key component of the Bangladesh-UK Accord on Climate Change and will deliver the adaptation outcome of the FCDO’s flagship Bangladesh Climate and Environment Programme (BCEP). The programme will make a significant contribution in Bangladesh to progress against GoB’s policies and priorities e.g., National Adaptation Plan (NAP), Nationally Determined Contribution (NDC), commitments to biodiversity conservation, ongoing 8th Five Year Plan, etc. And it will also contribute to UK’s commitment to International Climate Finance (ICF).

One of the components of the project is to facilitate Biogas production from cow dung to reduce methane emission to the environment. The system will support the beneficiaries to enhance their income by savings from fossil fuel purchase and productive time in livelihoods. Which will reduce their vulnerability and make them resilient. The bio-gas system will be installed at the community premises.

Hence, we are inviting suitable vendor/company to submit a plan and associated quotation to complete procurement, transport, and installation and commissioning of the systems.

1. **Key Deliverables**

The selected agency must provide the following deliverables:

### **2.1 Deliverable items**

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| --- | --- | --- | --- | --- | --- |
| ITEM # | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | AMOUNT (BDT) |
| 1 | Household level Biodigester -Capacity 1.8 Cubicmeter (As per attached specification) | Pcs | 55 |  |  |
| **Total Amount with VAT & TAX** | | | | |  |

1. **Detailed Specifications**

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| --- | --- |
| Technical Specification of Biodigester for Household | |
| Items | Description |
| Main Components: | Biodigester |
| Digester Size | * The digester will be transferable considering the disaster * It will be a combined system that is a set up for biogas plant * The capacity will be 1.8 m3 * Inside the digester there should be turbine that will rinse the feedstock so that it does not block the chamber. * Digester must be complete sealed the air and gas leakage. * After commissioning the system will be tested for any types of leakage is not present. * The service and replacement warranty must be declared in the quotation. |

1. **Role of Practical Action**

* Practical Action will provide the technical details with the work order.
* Practical Action will provide all necessary support, directions, and suggestions to the awarded vendor/company to complete the tasks mentioned.
* Practical Action will not pay any extra payment to the vendor/company in case of any loss and damage happened.
* Practical Action holds the authority to take any decision at any stage or moment in the work process.
* The service of warranty/guaranty period must be followed by the vendor otherwise Practical Action can take legal action.

1. **Role of the selected vendor**

* Delivery Terms: The items must be delivered to under Practical Action. All deliverables must be reached at beneficiaries’ doorstep of different villages of different unions of Dacope, Paikgachha and Koyra upazila, Khulna.
* **The entry road to beneficiaries’ doorstep of different villages of different unions at Dacope, Paikgachha and Koyra is narrow and might have to carry through river transport which should be Considered.**
* Warranty information where applicable
* Services guarantee
* Institutional support for capacity building/training of the local entrepreneurs, technicians, beneficiaries, any other relevant local and national market actors, and any project concerns on product feature, installation, operation, maintenance, troubleshooting and business models
* Guarantee the ready availability of the material/goods
* Provide Authorized Dealer Certificate/Sole Distributor with the quotations
* Valid Trade License, VAT, and Tax document (PSR-Proof of Submission Return/Tax Return Certificate).
* Instillation and commissioning at community level.
* The vendor/company must change the materials as mentioned in above until the satisfactory output comes.
* The vendor will ensure at least 12 months after sales service free of cost and warranty period which will be counted after commissioning.

1. **Exclusivity**

The vendor cannot share the concept, methodology, content, raw artworks, and the final products with any other party anywhere in the world during at any time, without written consent from Practical Action.

1. **Ownership and Copyright**

Practical Action will own the copyright of all the documents/ products/ materials (in full and every single component) to be generated from this procurement and will preserve the right to share it, if required, with any other party as it might find appropriate. Organization might be allowed to use these products only for non-commercial purpose, subject to written approval from Practical Action.

1. **Payment**

The payment will be made to the supplier within 30 days upon satisfactory receipt of goods and completion of services by the terms and conditions stated in the Purchase/Work Order after Commissioning, submission, and acceptance of complete set of deliverables e.g., the final handover of the equipment/system to the project site.

Note: Tax and VAT will be deducted at source from the bills payable to the selected vendor.

1. **Resignation and cancellation/termination of contract:**

Penalty Clause – in case of unauthorized delays in the completion of tasks & submission of the document, a 2% penalty will be deducted from the total work order value for each day delayed. The selected firm/team must pay back the total amount of the advance money (if provided) if it fails to submit agreed deliverables and/or withdraws from the contract. The selected vendor/company must notice Practical Action, in writing, if it needs to extend the submission date.

Practical Action in Bangladesh reserves the right to cancel, amend, and defer the contract agreement.

1. **Required competencies and experience**

Minimum 5 years’ experience in relevant sector for government agencies, commercial agencies, I/NGOs;

1. **Submission process**
   1. Bidder must send the technical and financial proposal to [procurement.bd@practicalaction.org.bd](mailto:procurement.bd@practicalaction.org.bd) by 28 August 2025
   2. Copies of all required legal documents (Trade license, TIN, BIN, and other documents).
2. **Important notes for the bidders:**
   1. **Bidders must clearly state the period of time during which their quoted pricing will remain valid.**
   2. Bidders must provide a detailed financial proposal
   3. Practical Action requires the agency to take all safety measures for its employers to protect the Covid-19 pandemic, especially those who will be involved in this agreement
   4. Practical Action will not take any responsibility if any of the members of the selected agency get affected by Covid-19 during / after the procurement
   5. Practical Action holds the authority to take any decision at any stage or moment in the work process
   6. Practical Action will not compensate for any damages\loss of any equipment
   7. Practical Action will not provide any vehicle, accommodation, food to the selected agency
   8. The selected agency will directly work with the NABAPALLAB project team of Practical Action
   9. Practical Action has got the authority to drop any line item, and accordingly the costs against the line item/s will be deducted.