



BIDDING DOCUMENT
for
THE PROCUREMENT
Of
CONSULTING SERVICES
for

**Development of Guidelines for Testing
and Commissioning of Small and
Medium Sized Biogas Plants**

(DIRECT METHOD)

Issued by:
Alternative Energy Promotion Centre (AEPC)
Tahachal, Kathmandu

Issued on: 27 January, 2025
Invitation for Bid No: AEPC/DP/BES/2081/82-01

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Section 1. LETTER OF INVITATION

Alternative Energy Promotion Centre
Tahachal, Kathmandu

Date: 27 January, 2025.

Name of Contract: **“Development of Guidelines for Testing and Commissioning of Small and Medium Sized Biogas Plants”**

1. The **Alternative Energy Promotion Centre, Tahachal, Kathmandu** invites proposals to provide the following consulting services: **“Development of Guidelines for Testing and Commissioning of Small and Medium Sized Biogas Plants”**. More details on the services are provided in the attached Terms of Reference (TOR) in section 4.
2. The consultant shall be selected and engaged on the basis of required experience and qualifications specified in the TOR and the consultants Financial Proposal.
3. The Request for Proposal (RFP) has been addressed to all eligible consultants.
4. You are invited to submit a Proposal for the services under the TOR to: ***Alternative Energy Promotion Centre. Tahachal, Kathmandu.***
5. Your Proposal should be submitted in [insert No] copies and the deadline for submission is 4th February 2025, 1200 hours
6. Clarification on the RFP may be obtained from:
Name: Khagendra KC
Contact No: +977-9851217204
E-mail: Khagendra.kc@aepec.gov.np
7. Your Proposal must remain valid 45 days after the submission date.
8. The assignment is expected to commence on **17th February 2025** at AEPC (Tahachal, Kathmandu)
9. The RFP includes the following documents:

Section 1 - Letter of Invitation
Section 2 - Format of Curriculum Vitae (CV) for Proposed Professional Staff
Section 3 - Financial Proposal - Standard Forms
Section 4 - Terms of Reference
Section 5 - Standard Form of Contract.

Yours sincerely,

Madan KC
Deputy Director

Section 2. FORMAT OF CURRICULUM VITAE

Key Qualifications:

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

Education:

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

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

Full name of staff member: _____

Full name of authorized representative: _____

Seal / Stamp of the Consultant/Firm:

Section 3. FINANCIAL PROPOSAL SUBMISSION FORM

[Letterhead of Consultant in case of a Firm]

To: *[Name and address of Client]*

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. Our attached Financial Proposal is for the sum of *[Amount in words and figures]*. This amount is inclusive of all the applicable local taxes (excluding Value Added Tax).

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]*.

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 Consultant:

Address:

Section 4. TERMS OF REFERENCE

1. Introduction

Alternative Energy Promotion Center (AEPC) is a national executing agency of renewable energy and Energy Efficiency programme and projects in Nepal. With the mandate of policy and plan formulation, technology innovation, resource mobilization and coordination and quality assurance, the mission of AEPC is to make renewable energy and energy efficiency a mainstream resource through increased access thereby, contributing for the improved living conditions of people in Nepal. AEPC has been executing the biogas program with support of GoN and Development Partners.

Biogas has been instrumental in providing clean cooking solutions and supporting to enhance agricultural productivity through organic fertilizer as a byproduct of biogas. AEPC with support from different development partners is providing technical and financial support for the developers and users of biogas plants. In the individual households who have a least a cattle are encouraged domestic biogas plants. Similarly, institutional and commercial that have sufficient bio-degradable wastage are developing small and medium sized biogas plants. The capacity of small and medium sized biogas plants lies in between 12.5 m³ to 100 m³.

2. Background

Bio-energy section (BES) of AEPC has been coordinating promotion, development and expansion of biogas activities. Subsidy for the biogas developer especially for small and medium sized biogas plants is based on gas output. Additionally, compliance to set standards, acceptance from the user/developer is a key criteria while testing and commissioning phase of the plant.

BES has developed various forms, formats, procedural guidelines for supporting implementation of biogas plants. However, there exists a state of disorder in working methodology. Therefore, BES intends to make it systematic through the development of *“Development of guidelines for Testing and Commissioning of Biogas Plants”*, which will be one of the key guideline for assessing testing the parameters considering technical, financial, social and environmental perspective and ultimately help to handover (commission) the plant to the respective developer. This guideline will be a good basis for testing and commissioning of completed small and medium sized biogas plant to become eligible for obtaining government subsidy.

Therefore, this ToR is developed to hire a consulting firm to develop *“Development of guidelines for Testing and Commissioning of Biogas Plants”*.

3. Objective

The objective of the assignment is to develop guideline for testing and commissioning of small and medium sized biogas plants.

4. Scope of works

The scope of work shall include following, but shall not necessarily be limited to the following:

- a) Review the following documents.
 - Existing forms, formats related to small and medium sized biogas
 - Procedural provisions specified in Renewable Energy Subsidy Policy, Renewable Energy Subsidy Delivery Mechanism
 - Environmental and Social Safeguard Policy of AEPC.
- b) **Compile relevant literatures, especially related to testing gas output, technical parameters to be measured and /or observed**
- c) Develop draft guideline to seek preliminary approval from concerned AEPC unit.
- d) Enlist parameters and systems to be tested along with the instrumentations of concern.
- e) Establish work flow methodology for testing of biogas plants.
- f) Enlist environmental factors to consider during testing phase.
- g) Develop alternative methods that can be used in case of unavailability of some instruments.
- h) Develop compensation guideline to assess loss incurred to the households during testing phase.
- i) Revise the guideline draft as per the feedbacks from AEPC meeting.
- j) Ensure presence in stakeholders' consultation meetings.
- k) Conduct an on field testing demonstration in presence of concerned AEPC unit to validate the testing procedure.
- l) Revise and update existing forms and format related to the testing and commissioning of small to medium biogas plants.
- m) Establish proper data management technique to upkeep the on field data.
- n) Provide brief orientation to bio energy section regarding upon the completion of guidelines.

5. Inputs from AEPC

▪ Project Objectives and Scope Definition	▪ Budget and Timeline Allocation
▪ Policy and Regulatory Framework	▪ Participation in workshop as resource personnel
▪ Data and Resource Sharing	▪ Key stakeholder identification for workshop and respective correspondence

6. Key Deliverables

The consultant is required to deliver following outputs:

- **Inception report:** One sets of printed copy and one electronic copy to be submitted within 15 days after signing of contract.
- **Draft report:** Two sets of printed copy and one electronic copy of to be submitted within 60 days after signing of contract to AEPC.
- **Final Report:** Two sets of printed copy and one electronic copy of to be submitted within 75 days after signing of contract to AEPC.

7. Contract period/Time and Budget

Contract period/Time:

There will be a contract agreement between AEPC and Consulting Company/Consultant. The consultant is expected to complete the tasks within 2.5 months from the date of contract agreement.

Budget and Payment Schedule:

Payment shall be made from AEPC budget as per agreement. Proposed payment schedule shall be as per following:

- First Installment: Maximum 20% (Twenty Percentage) of agreement amount after submission and approval of Inception Report.
- Final Remaining: Remaining payment after submission and Approval of Final Report by AEPC

8. Qualification of consultant

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

- Team leader/Biogas Expert (1): Master's degree in Civil/Mechanical/Environmental or relevant field with 10 years' experience in biogas sector including renewable energy sector.

- Team Members (2): Bachelor's degree in Civil / Mechanical / Environmental / Chemical / Biotechnology engineering or relevant field with 4 years' experience in biogas and renewable energy sector.

9. The Right to Audit

The AEPC's Compliance Unit 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 Contractor including, but not limited to those kept by the Contractor and its employees, agents, assigns, successors and subcontractors. The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of the contract or 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 5. STANDARD FORM OF CONTRACT

Consultants' Services (Direct Purchase)

Consulting Services for “***Development of Guidelines for Testing and Commissioning of Small and Medium Sized Biogas Plants***”

Office Name: Alternative Energy Promotion Centre

Office Address: Tahachal, Kathmandu

Sample Contract for Consulting Services
Direct Purchase Assignments
Lump-Sum Payments

CONTRACT

THIS CONTRACT ("**Contract**") is entered into this **[insert starting date of assignment]**, by and between **[insert Client's name]** ("**the Client**") having its principal place of business at **[insert Client's address]**, and **[insert Consultant's name]** ("**the Consultant**") having its principal office located at **[insert Consultant's address]**.

WHEREAS, the Client wishes to have the Consultant to perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Services**
 - a. The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
 - b. The Consultant shall provide the personnel listed in Annex B, "Consultant's Personnel," to perform the Services.
 - c. The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, "Consultant's Reporting Obligations."

2. **Term**

The Consultant shall perform the Services during the period commencing **[insert starting date]** and continuing through **[insert completion date]**, or any other period as may be subsequently agreed by the parties in writing.

3. **Payment**
 - A. **Ceiling**

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed **[insert amount]**. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

- B. **Schedule of Payments**

The schedule of payments is specified below:¹

[insert amount Nepali Currency] upon the Client's receipt of a copy of this Contract signed by the Consultant;

[insert amount in Nepali currency] upon the Client's receipt of the draft report, acceptable to the Client; and

[Insert amount in Nepali currency] upon the Client's receipt of the final report, acceptable to the Client.

[insert amount and currency] Total:

- C. **Payment Conditions**

Payment shall be made in Nepali Rupees, no later than 15 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

- 4. Project Administration**
- A. Coordinator.
- The Client designates Mr. /Ms. *[insert name]* as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.
- B. Reports.
- The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.
- 5. Performance Standards**
- The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
- 6. Confidentiality**
- The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 7. Ownership of Material**
- Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.²
- 8. Consultant Not to be Engaged in Certain Activities**
- The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 9. Responsibility**
- The Consultant shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents and Procurement Act and Regulations.
- 10. Insurance**
- The Consultant will be responsible for taking out any appropriate insurance coverage.
- 11. Assignment**
- The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

² Restrictions about the future use of these documents and software, if any, shall be specified at the end of Article 7.

12. Law Governing Contract and Language

The Contract shall be governed by the laws of Nepal and the language of the Contract shall be English.

12. Dispute Resolution

Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____