

Invitation to Quote (ITQ)

Project Title: **Heat Supply Improvement Project**
Source of Funding: **PPG ECAPDEV TF0A3993-KG**
Contract Ref: **PPG-HSIP-CS-NCS-2017-1**

Date: **March 27, 2018**

To: **All Eligible Service Providers**

Dear Service Provider,

1. You are invited to submit your price quotation(s) for the provision of the below translation services according to the brief Terms of References (Annex 1 to this ITQ):

#	Description of Services	Quantity
1	Written translation (from English to Russian and vice versa) - 1 page is 1500 characters without spaces, Times New Roman 12 size	300 pages.
2	Interpreting, consecutive (from English to Russian and vice versa)	100 hours.

2. You must quote for all the items combined under this Invitation. Price quotations will be evaluated for all the items together and contract awarded to the Supplier offering the **lowest evaluated total cost of all the items**.

3. Your price quotation in the form attached may be submitted by hand, mail, facsimile or electronically at the following address:

Open Joint Stock Company Bishkekteploset
Room # 6, 4th-Floor, 2/1 Zhukeev-Pudovkin Str.,
720031 Bishkek, Kyrgyz Republic
Tel: +(996) 312 56 88 22, +(996) 312 56 11 01
Fax: +(996) 312 59 14 56
Email: piu@teploseti.kg; Cc: piu_kanaev@teploseti.kg
Website: www.teploseti.kg

4. The deadline for receipt of your quotation by the Purchaser at the address indicated above is by **16-30 local time April 5, 2018**

5. Your quotation in duplicate and **in English and Russian** should be accompanied by necessary documentation and other printed material or pertinent information for each service quoted.

6. Your quotation(s) should be submitted as per the following instructions and in accordance with the attached Contract. The attached Terms and Conditions of Supply is an integral part of the Contract.

(i) PRICES: The prices should be quoted in Kyrgyz Som for the required services, **which includes all taxes**.

(ii) EVALUATION OF QUOTATIONS: Offers determined to be substantially responsive to the requirements will be evaluated by comparison of the total price as per para. 2 above.

In evaluating the quotations, the Purchaser will determine for each bid the evaluated price by adjusting the price quotation by making any correction for any arithmetical errors as follows:

(a) where there is a discrepancy between amounts in figures and in words, the amount in words will govern;

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern;

(c) if a Supplier refuses to accept the correction, his quotation will be rejected.

(iii) AWARD OF CONTRACT: The award will be made to the bidder offering the lowest evaluated price and that meets the required standards of technical and financial capabilities. The successful bidder will sign a Contract as per attached form of contract and terms and conditions of supply.

(iv) VALIDITY OF THE OFFER: Your quotation(s) should be valid for a period of thirty (30) days from the deadline for receipt of quotation(s) indicated in Paragraph 4 of this Invitation to Quote.

7. Further information can be obtained from:

Open Joint Stock Company Bishkekteploset
Room # 6, 4th-Floor, 2/1 Zhukeev-Pudovkin Str.,
720031 Bishkek, Kyrgyz Republic
Tel: +(996) 312 56 88 22, +(996) 312 56 11 01
Fax: +(996) 312 59 14 56
Email: piu@teploseti.kg;
Website: www.teploseti.kg

8. Inspections and Audits

8.1 The Supplier shall carry out all instructions of the Purchaser which comply with the applicable laws where the destination is located.

8.2 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the

Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 5 Fraud and Corruption of the Form of Contract, which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

9. Please confirm by fax/e-mail the receipt of this invitation and whether or not you will submit the price quotation(s).

Sincerely,


Raimbekov U.K.
Deputy Director General

FORM OF CONTRACT

THIS CONTRACT number PPG-HSIP-CS-NCS-2017-1 made on April ____, 2018, between OJSC Bishkekteploset, which is the Implementing Agency for the HSIP, represented by Deputy Director General Mr. Raimbekov U.K. (hereinafter called "the Purchaser") on the one part and _____ (hereinafter called "the Supplier") on the other part.

WHEREAS the Purchaser has invited quotation for:

#	Description of Services	Quantity
1	Written translation (from English to Russian and vice versa) - 1 page is 1500 characters without spaces, Times New Roman 12 size	300 pages.
2	Interpreting, consecutive (from English to Russian and vice versa)	100 hours.

to be supplied by Supplier, viz. Contract PPG-HSIP-CS-NCS-2017-1 (hereinafter called "Contract") and has accepted the Bid by the Supplier for the provision of services under Contract at the sum of _____ (_____) hereinafter called "the Contract Price".

NOW THIS CONTRACT WITNESSETHES as follows:

1. The following documents shall be deemed to form and be read and construed as part of this contract, viz:
 - a) Form of Quotation; Term and Conditions of Supply and Terms of References;
 - b) Addendum (if applicable);
2. Taking into account payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby concludes a Contract with the Purchaser to execute and complete the services of Contract and remedy any defects therein in conformity with the provisions of Contract.
3. The Purchaser hereby covenants to pay in consideration of the services provided and acceptance of Contract and remedying of defects therein, the Contract Price in accordance with Payment Conditions prescribed by Contract.
4. **Termination**
 - 4.1 Termination for Default
 - (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Services within the period specified in the Contract, or within any extension thereof granted.
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in Clause 5 below, in competing for or in executing the Contract.
 - (b) In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed and the Supplier shall

be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

4.2 Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

4.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

Fraud and Corruption

- 5. If the Purchaser determines that the Supplier and/or any of its personnel, or its agents, or its Subcontractors, consultants, service providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices (as defined in the prevailing Bank's sanctions procedures), in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 4 shall apply as if such expulsion had been made under Sub-Clause 4.1.

6. Inspections and Audits

6.1 The Supplier shall carry out all instructions of the Purchaser which comply with the applicable laws where the destination is located

6.2 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 5 Fraud and Corruption, which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

Signature and seal of the Purchaser:
FOR AND ON BEHALF OF

Signature and seal of the Supplier:
FOR AND ON BEHALF OF

Raimbekov U.K.

Name of Authorized Representative

FORM OF QUOTATION

_____ (Date)

To: **PIU OJSC Bishkekteploset, Heat Supply Improvement Project,**
Room # 6, 4th-Floor, 2/1 Zhukeev-Pudovkin Str.,
720031 Bishkek, Kyrgyz Republic

We offer to execute the **PPG-HSIP-CS-NCS-2017-1** for provision of translation services in accordance with the Conditions of Contract and Terms of Reference accompanying this Quotation for the Contract Price of _____ (amount in words and numbers) (_____) (name of currency) _____. We propose to complete the delivery of Goods described in the Contract within a period of _____ calendar days from the Date of Signing of the Contract.

We propose to complete the provision of the services described in the Contract within the agreed period from the contract signing date.

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Quotation required by the proposal documents.

Provider's Signature: _____

Name of Signatory _____

Address: _____

Phone Number _____

Email _____

TERMS AND CONDITIONS OF SUPPLY

Project Name: ECAPDEV Grant for Preparation of the Heat Supply Improvement Project (HSIP)
Purchaser: Project Implementation Unit, OJSC Bishkekteploset
Package No.: PPG-HSIP-CS-NCS-2017-1

1. Prices and Schedules for Supply

#	Description of Services	Quantity	Delivery Terms	Unit Price	Total Price
1	Written translation (from English to Russian and vice versa) - 1 page is 1500 characters without spaces, Times New Roman 12 size	300 pages.	As required until June 15, 2018		
2	Interpreting, consecutive (from English to Russian and vice versa)	100 hours.	As required until June 15, 2018		
TOTAL PRICE INCLUDING TAXES					

{Note: In case of discrepancy between unit price and total derived from unit price, the unit price shall prevail}

2. Fixed Price: The prices indicated above are firm and fixed and not subject to any adjustment during contract performance.
3. The Purchaser reserves the right at the time of contract finalization to increase or decrease by up to 15% the quantity of goods and services originally specified without any change in unit prices as well as other terms and conditions.
4. Service Delivery Schedule: On a need basis during the period from April 16, to June 15, 2018.
5. Insurance: The service provider shall be responsible for ensuring of any necessary professional liability insurance.
6. Applicable Law: The Contract shall be interpreted in accordance with the laws of the Purchaser's country.
7. Resolution of Disputes: The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the legislation of the Kyrgyz Republic.
8. Payment for your invoice will be made as follows: payment will be made 100% against an invoice for the equivalent amount within 14 (fourteen) calendar days after the date of each Acceptance Certificate issued by the Purchaser for the respective services provided.
9. Defects: All defects will be corrected by the Supplier without any cost to the Purchaser within 14 days from the date of notice by Purchaser.

- 10 Force-Majeure: The supplier shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force-Majeure.

For purposes of this clause, "Force-Majeure" means an events beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force-Majeure situation arises, the Supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force-Majeure event.

NAME OF SERVICE PROVIDER _____

Signature _____

Date: _____

HEAT SUPPLY IMPROVEMENT PROJECT
financed by the World Bank
TERMS OF REFERENCE
Provision of Translation Services (written / verbal)

1. Background

The Government of the Kyrgyz Republic has received a grant for the preparation of the Heat Supply Improvement Project (HSIP). The objective of the HSIP is to improve the efficiency and quality of heating in selected project areas. To this end, the project includes 3 components and their sub-components. Open Joint Stock Company Bishkekteploset (BTS) is responsible for the preparation and implementation of Component 1 of the project, as further described below, for which the translation services from English into Russian and vice versa (written / verbal) are required.

Component 1: Improving supply reliability and efficiency of the District Heating (DH) system. This component would support investment and technical assistance to improve the reliability and efficiency of the DH system operated by JSC Bishkekteploset (BTS), and includes 2 subcomponents:

Subcomponent 1.1: Investment program for DH rehabilitation. This Subcomponent will support the preparation and implementation of a priority investment program for the DH system operated by BTS, including related goods, works and consulting services. *The two priority investment packages supported under Subcomponent 1.1 include:*

- *Package 1: Modernization of individual heat substations (IHS) at building-level.*
- *Package 2: Replacement and reconstruction of the 'Vostok' transmission pipeline.*

Subcomponent 1.2: Operational capacity strengthening and Project implementation support for BTS. This Subcomponent will finance activities aimed at strengthening BTS' technical, operational, fiduciary, customer orientation and corporate resource management functions, and ensure effective Project implementation. Specific activities to be supported include:

2. Objective of the assignment:

Provision of professional translation / interpretation services on a need basis for the PIU of OJSC Bishkekteploset as part of the HSIP implementation. The service provider must be an individual registered as an individual entrepreneur on the territory of the Kyrgyz Republic or working on the basis of a patent.

3. Functional Responsibilities:

- Qualitatively translate the documents requested by the PIU staff (from English into Russian and vice versa);
- Provide interpretation (consecutive) during the meetings with project partners and translate documents received from project partners;
- Ensure quality processing of documents in accordance with accepted standards of editing and formatting.

4. Reporting

The Service Provider will be reporting to the Head of PIU and PIU Financial Management Consultant when performing the tasks, who will accept the results of the work as per the agreed form of reporting.

5. Duration of the assignment

The assignment envisages the provision of the services on an intermittent and on a need basis from April to June 2018.

6. Qualification requirements for the Service Provider

- University degree in language studies or equivalent;
- Minimum five years of relevant work experience;
- Proven track record in translation/interpretation substantiated by work records/certificates/reference letters;
- Computer literacy and proficiency in the use of Microsoft office applications (Excel, Word, PowerPoint)