**REQUEST FOR PROPOSAL  
UTILITY SERVICES PANEL SPECIFICATION**

**Procurement No:** **50-CS004-22**

## Specification

### Background

The PUB provides electricity, water supply and sanitation services to South Tarawa which is a string of inlets connected by a series of causeways and is the Kiribati Government’s administration centre, contains Kiribati’s major international transport facilities and is home to some 64,000 people. There is a backlog of works required to improve the delivery of the PUB’s services and various donor agencies are working to help relieve this backlog, including MFAT, ADB, WB, JICA and other agencies. To help fast-track this backlog of works including PUB direct funded projects, the PUB is proposing to establish a Utility Services Panel which it can call upon to undertake various consultancies or project works using a streamlined procurement process referred to as a framework agreement. The PUB may use the members of the panel to undertake projects it is funding itself.

The PUB Utility Services Panel will comprise pre-qualified service providers to deliver a range of services based upon terms and conditions and fee rates established through this qualification process. The PUB Utility Services Panel may assist PUB in implementing projects funded by donor agencies but also implement projects funded by the PUB itself as determined by the PUB’s Chief Executive Officer (CEO).

The PUB Utility Services Panel shall comprise a minimum three consulting firms and minimum three contracting firms for each of the Utility Services which shall be engaged for an initial period of two years in accordance with the Government of Kiribati’s Procurement Regulations. The volume of work is difficult to predict however it is the PUB’s intent to share the available work amongst the Panel Members within the constraints of the Government’s Procurement Regulations. It is expected that each Panel Member will receive a number of assignments over the two-year period. Assignments may take the form of consultancies or contracts for works.

The Government of Kiribati Procurement Regulations shall apply. The Contracting Authority is the Public Utilities Board and the Economic Operators shall be the Individuals and/or Firms which make up the PUB Utility Services Panel (referred to as “Panel Members” or “Service Providers”). This Agreement falls under the procurement category of a Framework Agreement.

### Submission Requirements

All documentation shall be in English.

A Member of the PUB Utility Services Panel shall quality by showing that is has the knowledge and experience to effectively and efficiently assist the PUB in undertaking small consultancies and/or delivering minor works packages (both referred to as *Assignments*) in the areas listed in the Description of Services.

Some consultancies may be undertaken remotely while other may require a local presence, while minor works will require a local presence. It is recognised that international travel is restricted while lengthy quarantine period may also be required due to COVID-19 and, although the degree to which these factors will apply over the two years cannot be predicted, the factors will be taken into account in favour of the Panel Members when awarding individual Assignments. Panel Member Agreements may be extended subject to the ongoing requirement for such small consultancies or minor works and the performance of the panel member.

Each Small Consultancy or Minor Works project will be let separately and there will be no packaging of consultancies and/or works.

The upper limit of an individual Assignment shall be AUD50,000 excluding expenses[[1]](#footnote-2) and all contracts shall be in Australian Dollars unless agreed otherwise. Quoted rates shall not be adjusted over the two-year period. However, should an Agreement be extended, new rates shall be negotiated and applied.

The upper threshold may be exceeded where circumstances warrant as determined by the PUB CEO, such as in emergency situations.

### Related Services

In some cases, an Assignment may be let to develop, procure and supervise a minor works project, while in other cases, an Assignment may be let to directly deliver a minor works project. This will depend upon the nature of the minor works project and its estimated cost. In the former case the works shall not form part of the Panel Member’s contract and shall be procured separately (following the Kiribati Procurement Regulations). Note that in the former case this is referred to as a Small Consultancy while in the latter a Minor Works.

### Assignment Time and Delivery

Each Assignment shall be delivered within the time and in the format agreed between the PUB and the Panel Member at the time the Assignment is given and accepted.

## Description of the Services

**Utility Services to be Provided**

The following table describes the range of Utility Services (“Services”) that Panel Members shall be selected to provide. A member of the Utility Services Panel may provide one or more of the listed Services. Individual Assignments may embrace one or more of the listed Services. Additional Utility Services may be added to items 1 to 7 in the following table solely at the discretion of the PUB Chief Executive Officer.

The terms *Panel Member* and *Service Provider* are synonymous.

|  |  |  |
| --- | --- | --- |
| Item | Utility Service | Scope |
| 1 | Utility Management and Operations – Consulting | Minor consultancies covering:   * Corporate Planning * Business Planning * General Management * Financial Management * Human Resources * Customer Services * Community Engagement * Information Technology |
| 2 | Electricity Supply – Consulting | Minor consultancies covering:   * Maintenance Planning * System Investigations and Troubleshooting * Designs, Specifications and Contracts * Project Proposals and Planned Works Reviews * Specialist Technical Advice |
| 3 | Electricity Supply – Contracting | Minor works covering:   * Generation (diesel and PV) * Transmission (transformers and lines) * Distribution (transformers and lines) * Retail (connections and meters) * Support Facilities (instruments, maintenance facilities, plant and equipment servicing) * Subcontractor supervision |
| 4 | Water Supply – Consulting | Minor consultancies covering:   * Maintenance Planning * System Investigations and Troubleshooting * Designs, Specifications and Contracts * Project Proposals and Planned Works Reviews * Specialist Technical Advice |
| 5 | Water Supply – Contracting | Minor works covering:   * Headworks (groundwater, treatment) * Transmission (pump stations and pipelines) * Distribution (tanks and pipelines) * Retail (standpipes and meters) * Support Facilities (instruments maintenance facilities, plant and equipment servicing) * Subcontractor supervision |
| 6 | Sanitation – Consulting | Minor consultancies covering:   * Maintenance Planning * System Investigations and Troubleshooting * Designs, Specifications and Contracts * Project Proposals and Planned Works Reviews * Specialist Technical Advice |
| 7 | Sanitation – Contracting | Minor works covering:   * Sanitation Systems * Connected Services * Pump Stations and Screens * Outfall * Desludging Equipment * Subcontractor supervision |

**Agreement and Contracts**

A Contract Special Conditions and a Contract General Conditions have been prepared and shall apply to all Consulting Assignments and all Contracting Assignments. These are included in this Request for Proposal for information. These Conditions shall not be changed from Assignment to Assignment.

Upon selection, a Panel Member will enter into an Utility Services Panel Agreement (“Agreement”) with the PUB to provide the services for which the panel member has been selected. The form of this Agreement is included in this Request for Proposal.

Upon nomination to undertake an Assignment, a Panel Member shall receive an Assignment Brief which it shall cost and then submit a Letter of Assignment Price to the PUB. The PUB shall then issue a Letter of Assignment Price Acceptance.

The Assignment Brief, the Letter of Assignment Price, the Letter of Assignment Price Acceptance, the Contract Special Conditions and the Contract General Conditions shall collectively form the Contract for the Assignment.

The purpose of this approach is to simplify and streamline the selection and contracting of small consultancies and minor works.

**Award of an Assignment**

The process used to engage a Panel Member for an individual Assignment shall be as follows:

1. The PUB shall prepare the Assignment Brief which shall include the Assignment Outcome/Output, Scope of Assignment, Assignment Timeframe and Assignment Performance.
2. The PUB shall determine which Service Provider(s) has/have qualified for the Assignment.
3. The PUB shall request a lump sum price for the Assignment from a single qualified Service Provider. Where there is more than one qualified Service Provider, the Service Provider which has least recently received an Assignment may be considered at the sole discretion of the PUB CEO.
4. The Service Provider may accept or reject the offer of the Assignment.
5. If the Service Provider rejects the Assignment, the PUB may at its sole discretion, offer the Assignment to the next qualified Service Provider.
6. If a Service Provider rejects more than three Assignments in the Agreement Period the PUB reserves the right to cancel the Service Provider’s Agreement and appoint an alternative Service Provider to the Framework Agreement.
7. If the Service Provider accepts the Assignment, it shall submit a lump sum price for the Assignment in the form of a Letter of Assignment Price. In submitting a price, the Service Provider agrees to undertake the Assignment in accordance with the Contract General Conditions and Contract Special Conditions attached to this Agreement.
8. Where the PUB considers the offered Price reasonable the PUB shall accept the Price in the form of a Letter of Assignment Price Acceptance.
9. The PUB shall compile the Assignment Brief, the Letter of Assignment Price, the Letter of Assignment Price Acceptance and the relevant Contract Special Conditions and the relevant Contract General Conditions of Contract into the Assignment Contract and these shall form the Assignment Contract and the Employer shall send a copy of the Assignment Contract to the Service Provider.
10. At the completion of an Assignment Contract and the acceptance by the PUB of the Assignment Contract Outcome/Output, the Service Provider shall submit an invoice for full payment to the PUB and the invoice shall be paid within 60 days.

## Technical Proposal

Proposers shall provide the following information for each Utility Service they wish to be considered for qualification. Please make sure the information is specific and where possible refers to the Service’s Scope using the nomenclature in the above table.

1. List of the Utility Services the Proposer wishes to be considered for;
2. A nominated Service Leader for each Utility Service the Proposer wishes to be considered for (may be the same nomination for a number of Services);
3. Material that specifically supports the Proposer’s capacity to undertake each of its nominated Utility Services (for example previous similar work it has undertaken, experience in similar working contexts; experience in similar countries; particular expertise held by the Proposer);
4. Any additional material the Proposer wishes to submit in support of its Proposal;
5. Curriculum vitae (CV) for the nominated Service Leader(s).

## Financial Proposal

Proposers shall submit the following financial information as appropriate for each of the Utility Services for which they wish to qualify (may be the same for all Utility Services). Note that the hourly rate does NOT include expenses. These rates shall be used in the pricing of offered Assignments. An additional column is included which is the quantity of the rates that shall be used to make a financial comparison between Proposers only (see Evaluation).

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Position | Quantity  (for evaluation only) (hours) | Hourly Rate (AUD/NZD)  Home Office | Hourly Rate (AUD/NZD)  Kiribati |
|  | Small Consultancies | | | |
| 1 | Senior Professional | 5 |  |  |
| 2 | Experienced Professional | 20 |  |  |
| 3 | Professional | 10 |  |  |
| 4 | Officer | 5 |  |  |
| 5 | Draftsperson | 5 |  |  |
| 6 | Administrator | 5 |  |  |
|  | Minor Works | | | |
| 1 | Senior Professional | 5 |  |  |
| 2 | Experienced Professional | 10 |  |  |
| 3 | Professional | 5 |  |  |
| 4 | Experienced Tradesperson | 20 |  |  |
| 5 | Tradesperson | 5 |  |  |
| 6 | Administrator | 5 |  |  |

## Submission of Proposals

Proposers should submit a proposal containing the following information:

* The name, address and contact of the Proposer.
* The Services that the Proposer wishes to be considered for.
* For each of these Services the information listed in the Technical Proposal and the information listed in the Financial Proposal.
* No other information is required.

The material should be compiled into a single MS Word and/or Excel documents and submitted in native and PDF formats.

1. Expenses include reasonable travel, accommodation, per-diem and mobilisation costs. [↑](#footnote-ref-2)