**UTILITY SERVICES PANEL AGREEMENT**

**FOR**

**THE PROVISION OF UTILITY SERVICES**

**[AGREEMENT NUMBER:]**

This **UTILITY SERVICES PANEL AGREEMENT** is made on: [day] day of [month] 2022

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| --- | --- |
| **BETWEEN** |  |
| Employer: | Public Utilities Board  Betio Powerhouse  Betio Port  Tarawa  Kiribati |
| **AND** |  |
| Service Provider: | [Name and Address] |

**THE EMPLOYER AND THE SERVICE PROVIDER AGREE** as follows:

1. **Utility Services Agreement:**
   1. The Panel Member (“Service Provider”) agrees to participate in this Utility Services Panel (“Panel”) in accordance with this Utility Services Agreement (“Agreement”).
   2. The Service Provider and other Utility Service Providers are part of a Panel for the provision of Small Consultancies and/or Minor Works to the Employer.
   3. If, during the Agreement Period defined in the attached Utility Services Panel Rules, the Employer needs any of the Services as described in the Utility Services Panel Rules, the Employer may procure the work by awarding contracts (Assignment Contracts) according to the attached Utility Services Panel Rules. The Employer may also procure the Services in other ways, and does not guarantee that any Assignments will be procured under this Agreement.
   4. The Agreement Period shall be for a period of two years from the effective date of this Agreement.
   5. The effective date of this Agreement is 20 days after the signing of the Agreement.
2. **Contracts**
   1. If the Service Provider is selected for any Assignment according to the attached Utility Services Panel Rules, the Employer and Service Provider agree to enter an Assignment Contract in the terms established under this Agreement.
   2. Assignment Contracts shall be on the terms of the Special Conditions of Contract and the General Conditions of Contract for Consulting or the Special Conditions of Contract and General Conditions of Contract for Works as attached to this Agreement.
   3. Assignment Contracts awarded within the Agreement Period may be for Small Consultancies or Minor Works that continue after the Agreement Period.
3. **Communications**
   1. The Service Provider’s contact person for communications with the Employer in relation to this Agreement is:

|  |  |
| --- | --- |
| Name: |  |
| Position: |  |
| Telephone: |  |
| Mobile Phone: |  |
| Email: |  |
| Time Zone: |  |

* 1. If that person (or any subsequent replacement) is no longer able to fulfil the role, the Service Provider must promptly appoint a replacement and notify the Employer of the new contact person.
  2. The Employer’s contact person for communications with the Contractor in relation to this Agreement is:

|  |  |
| --- | --- |
| Name: |  |
| Position: |  |
| Telephone: |  |
| Mobile Phone: |  |
| Email: |  |
| Time Zone: |  |

* 1. The Employer may change these details by notice to the Service Provider.

1. **Taxes**
   1. The Service Provider shall pay all taxes and duties applicable in its home country. The Service Provider shall not be liable for Kiribati taxes on payments it receives from the Employer in Kiribati. The international people engaged by the Service Provider shall not be liable for Kiribati taxes on payments received from the Service Provider while working on the Assignment in Kiribati.
2. **Performance**
   1. The performance of the Service Provider shall be monitored by the Employer in terms of the quality and timeliness of the Assignment Outcomes/Outputs and the behaviour of its people and the performance of the Service Provider shall be assessed at the end of each Assignment.
3. **Confidentiality**
   1. The Service Provider shall not disclose to anyone official information it becomes aware of or any other information that the Employer notifies the Service Provider is confidential except as necessary to perform the Service Provider’s obligations under this Agreement or an Assignment Contract. The Service Provider’s obligations under this Clause are perpetual, and this Clause survives termination of this Agreement.
4. **Termination**
   1. The Employer may terminate this Agreement by written notice to the Service Provider: (a) if a Contract with the Service Provider is terminated; or (b) according to the Utility Services Panel Rules; or (c) if the Service Provider breaks this Agreement; or; (d) if any statement made by the Service Provider in connection with the procedure by which this Agreement was awarded to the Service Provider was untrue when made or subsequently ceases to be true; or (e) without cause, if the Employer also terminates its Agreements with the other Service Providers.
   2. Termination of this Agreement does not affect any Assignment Contracts already entered.
   3. The Service Provider is not entitled to any payment because this Agreement has been terminated.
5. **Limitation of Liability**
   1. Neither the Service Provider nor the Employer have any liability to the other under or in connection with this Agreement for breach of contract, negligence, breach of duty or anything else. This does not affect their liability under any Assignment Contract.
6. **The Agreement**
   1. Neither party may assign rights under this Agreement.
   2. This, and any Assignment Contracts, are the entire Agreement between the Employer and the Service Provider about its subject matter. Neither the Employer nor the Service Provider has relied on any Agreement, understanding or statement that is not written or referred to in this Agreement.
   3. This Agreement can only be changed in writing, signed by authorised representatives of the Employer and the Service Provider.
   4. This Agreement is governed and to be construed according to Kiribati law.

**SIGNED**

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| --- | --- |
| **Employer:** | Public Utilities Board  Signature:  Name:  Position:  Date |
|  |  |
| **Service Provider:** | [Name]  Signature:  Name:  Position:  Date: |

**UTILITY SERVICES PANEL RULES**

**Utility Services Panel**

The Employer has established a Utility Services Panel for the procurement of the following Utility Services (“Services”):

|  |  |
| --- | --- |
| 1 | Utility Management and Operations – Consulting Services |
| 2 | Electricity Supply – Consulting Services |
| 3 | Electricity Supply – Contracting Services |
| 4 | Water Supply – Consulting Services |
| 5 | Water Supply – Contracting Services |
| 6 | Sanitation – Consulting Services |
| 7 | Sanitation – Contracting Services |

The Utility Services Agreement consists of an Agreement between the Employer and each of the Services Providers (also referred as Panel Members). Each Agreement incorporates these rules.

**Utility Services Agreement Period**

The Agreement Period shall be two years.

**Utility Services Service Providers**

The Employer shall enter into an agreement with up to three Service Providers for each of the seven Utility Services. Service Providers may be Firms or Individuals and may provide one or more of the Utility Services.

**Utility Services Panel Rules**

Throughout the duration of the Agreement the Employer will prepare Assignments and issue these to Service Providers in accordance with these Utility Services Panel Rules.

|  |  |
| --- | --- |
| 1 | The Employer shall prepare the Assignment Brief which shall include the Assignment Outcome/Output, Scope of Assignment, Assignment Timeframe and Assignment Performance. |
| 2 | The Employer shall determine which Service Provider(s) has/have qualified for the Assignment. |
| 3 | The Employer 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 employer. |
| 4 | Service Provider may accept or reject the offer of the Assignment. |
| 5 | If the Service Provider rejects the Assignment, the Employer may at its sole discretion then offer the Assignment to the next qualified Service Provider. |
| 6 | If a Service Provider rejects more than three Assignments in the Agreement Period the Employer reserves the right to cancel the Service Provider’s Agreement and appoint an alternative Service Provider to the Panel. |
| 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 General Conditions of Contract and Special Conditions of Contract attached to this Agreement. |
| 8 | Where the Employer considers the offered Price reasonable the Employer shall accept the Price in the form of a Letter of Assignment Price Acceptance. |
| 9 | The Employer shall compile the Assignment Brief, the Letter of Assignment Price, the Letter of Assignment Price Acceptance and the relevant Special Conditions of Contract and the relevant 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 selected Service Provider. |
| 10 | At the completion of an Assignment Contract and the acceptance by the Employer of the Assignment Contract Outcome/Output, the Service Provider shall submit an invoice for full payment to the Employer and the invoice shall be paid within 60 days. |

**Award of Assignments**

Assignments shall not be developed as compilations of multiple Services. The Employer is not obliged to offer Assignments to Service Providers on a rotating basis for each of the Services.

**Performance Review**

The Employer shall determine the performance of the Service Provider for a completed Assignment and shall make the Service Provider aware of its performance and any areas requiring improvement.

**Contract**

A Contract shall be formed for each Assignment comprising the: (a) Assignment; (b) Letter of Assignment Price; (c) Letter of Assignment Price Acceptance; (d) Special Conditions of Contract; and (e) General Conditions of Contract.