

Memorandum of Agreement

General Terms of Engagement with the Community Based Organization (CBO) named:

MYMASARIA COMMUNITY GROUP CHUSTER 1

Selection of beneficiaries, prequalifying suppliers and artisans, monitoring and evaluation of the construction of single chamber Urine Diverting De-hydrating Toilets (UDDTs) as follows:

- 11 numbers of homesteads
- CENTRAL KOLWA Location / KISUMU EAST District.

1.0 BACKGROUND

EU-GTZ EcoSan Promotion Project is a project component of the Water Sector Reform Programme, in Kenya, co-funded by the European Union, SIDA and GTZ. The project's aim is to develop, test and promote the Ecological Sanitation concept including development of technical designs for large and small scale sanitation projects in Kenya. The focus is on individual households, public institutions (schools and prisons), public places and informal settlements. Consequently, the potential of sanitizing, recycling / re-using human waste, for production of biogas and bio-fertilizers (Closing of the Water and Nutrients Loops) is realized and their use promoted for economic and social development.

2.0 OBJECTIVE OF THE AGREEMENT

The EU-GTZ EcoSan Promotion Project (EPP) works in collaboration with local NGO's and CBO's to strengthen their capacities. This is geared at rolling out the EcoSan philosophy among selected communities as a framework for upscaling and replicating the concept while delivering the desired outputs.

The main objective of the Memorandum of Agreement (MoA) is to provide a framework of engagement with the beneficiary community so that expected outputs can be met in time. This is aimed at ensuring that the target households uptake the proposed EcoSan technologies in a safe and sustainable manner and that the process is owned by the community. This MoA, therefore, provides a modality for ensuring that a participatory implementation and monitoring process is in place for sustainability, accountability and transparency. It also gives a basis for monitoring the suitability of this approach as a system for rolling out sanitation coverage in the country. The MoA defines the general level of engagement between EPP and the community and provides the specific terms of reference. This will be followed by any other party that shall be joined to this agreement for the purposes of resource mobilisation and monitoring.

3.0 MEMORUNDUM OF AGREEMENT AND TERMS OF ENGAGEMENT

The proposed MoA involves the general terms of engagement between EPP and the CBO. The agreement basically defines the roles and responsibilities between the parties during the inception, implementation and commissioning of the EcoSan Promotion Project among the beneficiary households.

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4.0 ROLES AND RESPONSIBILITIES

The CBO, in collaboration with the Project Site Manager, will be responsible for

- Developing selection criteria and identifying the beneficiary households, mobilizing the community and, ensuring group cohesion,
- Sourcing and prequalifying the artisans, suppliers and moderating individual contribution by beneficiaries,
- Conflict resolution among community members by providing a framework that defines access, usage and control of the facilities at the onset of the project and over the years,
- Participatory Monitoring and Evaluation by providing feedback information on material delivery by suppliers, supervise construction of the units and follow up on usage of the facilities and products by the beneficiaries

The work requires interaction with other line government ministries like Agriculture and Public Health & Sanitation and, therefore, the CBO's will be required to actively seek the relevant services from these ministries.

The EU-GTZ/Sida EcoSan Promotion Project will be responsible for

- Verification and direct payment of the materials for construction as agreed and provided for under the Bill of Quantities (BoQs) attached for each site plan and verified by the Project Site Manager and the nominated representative of the CBO,
- Final qualification and engagement of suppliers and artisans and direct payment of their dues upon receipt of delivery notes (suppliers) and handing over certificates (UDDTs) jointly approved by the CBO representative and the Project Site Manager
- Skills up-grading training of artisans on construction, operation and maintenance of the facilities and sensitization, awareness campaigns and training of beneficiaries on the safe and sustainable use of the facilities and the products.
- Organize all the logistics for the project staff including their travel arrangements;
- Meet all the costs for logistical support including stationeries, materials for transport to the site and necessary fees for EPP Project personnel required to undertake support services under the supervision and in liaison with the Project

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5.0 DURATION OF AGREEMENT AND DELIVERABLES

The agreement will last over the time of project implementation starting from the date of signing the MoA through the construction process until the handing over ceremony after which the CBO and the relevant line ministries will continue with the relevant monitoring of the systems.

6.0 EXPECTED OUTPUTS

The expected deliverables / outputs from this MoA might include but are not limited to the following:

- Detailed time frame and schedule of activities undertaken
- Baseline data on the beneficiaries and location of the units
- Bill of quantities (BoQ) detailing the contribution of EPP and that of the beneficiaries for each site
- Short final completion report, BoQs, Delivery Notes and Invoices
- Bio data of the Artisans and the works done
- A monitoring and evaluation framework and
- Operation and maintenance schedule

7.0 MONITORING AND SUPERVISION

The CBO through an appointed representative(s) will work in close collaboration with the Site Project Manager in monitoring the implementation of the works. The monitoring and supervision shall be done in such a way as to generate the expected outputs.

8.0 FINANCIAL OBLIGATION

There is no direct financial obligation between the EPP and the CBO attached to this agreement. Under this MoA, the EPP will support the implementation of the units by providing a subsidy to the tune of € 5,000 Euro for each contract. This will be disbursed directly by EPP to meet the material and artisan costs as outlined in the Bill of Quantities and labor costs attached to each unit. The EPP shall enter into a direct contract of engagement with the suppliers through the issuance of Local Purchase Order (LPO) and the skilled artisans through works based contracts. The EPP shall make payments to honor the LPOs upon receipt of certified delivery orders and production of completion certificates as per the terms of the contracts.

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ECOSAN PROMOTION PROJECT

Signature



WYCLIFFE DSUMBA 2/9/09.
Name & title SITE MANAGER

CBO

Signature



RICHARD OMEDHI NYADRO / CHAIRMAN
Name & title

Approved By



Date.

8/9/09.

Patrick Onyango
Team Leader/Project Manager

EU-GTZ EcoSan Promotion Project
GTZ-Water Sector Reform Programme
Ministry of Water and Irrigation
Maji House, Ngong Road, Suite 316
P.O. Box 19512
Nairobi 00202
Telephone: (+254-20) 272 3353
Mobile: (+254-721) 172 661
Mail: patrick.onyango@gtz-wsrp.or.ke



Memorandum of Agreement

Contract Agreement between CBO and Artisan

For the construction of Urine Diverting Dehydrating Toilets with the basis of payment being the stipulated sum

AGREEMENT

Made as of the 2 day of SEPTEMBER in the year of 2009

BETWEEN THE CBO ON BEHALF OF OWNER:

Mamasari community group and
elijah oyugi omiya

And the Artisan

ELIJAH OYUGI OMIYO

The Project is

DOUBLE Chamber UDDT
11 Households

Designed by

EU-GTZ EcoSan Promotion Project (EPP)
GTZ-Water Sector Reform Programme
Ministry of Water and Irrigation
Maji House, Ngong Road, Suite 316
P.O. Box 19512
Nairobi 00202
Telephone: (+254-20) 272 3353
Mobile: (+254-728) 961 930
Mail: patrick.onyango@gtz-wsrp.or.ke

The CBO and artisan agree as set forth in Article 1 through to Article 8

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ARTICLE 1

THE WORK OF THIS CONTRACT

- 1.1 The Artisan shall execute the entire Work described in the Contract Documents (Drawings and BoQs) as follows:
- Scope of work:* Slab construction, brick laying, fittings, roofing, plastering, painting and plumbing as specified in the project documents.
- Work not included:* Training

ARTICLE 2

DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 2.1 The date of commencement is 20/9/2009
- 2.2 The Artisan shall achieve Substantial Completion of the entire Work not later than 30/10/2009

ARTICLE 3

CONTRACT SUM

- 3.1 Subject to additions and deductions as provided in the Contract Documents, the EPP shall pay the Artisan in current funds for the Artisan's performance of the Contract Sum of Seventy seven thousand (77,000) for 11 units.
- 3.2 Unit prices, if any are as follows: Completed unit double chamber UDDT is Kenya shillings KSh 7000/=

ARTICLE 4

PROGRESS PAYMENTS AND PAYMENT SCHEDULE

- 4.1 Based upon Applications for payment submitted to EcoSan Promotion Project (EPP), the EPP shall make progress payments on Account of the Contract Sum to the Artisan as provided below and elsewhere in the Contract Documents'
- 2 payments: 50% when the squatting pan slab and the chambers are complete & final part when 100% work is completed.
- 4.2 Documentation Required for Payment
- Application for Payment (detailed invoice) of work completed to date, supporting documents from suppliers, Inspection reports signed by the EPP Project Site Manager and the CBO representative (beneficiary) approving work performed.

ARTICLE 5

FINAL PAYMENT

- 5.1 Final payment, constituting the entire unpaid balance of the Contract Sum shall be made by the EPP to the Artisan when the Work has been completed and the Contract fully performed, subject to the provisions listed under OTHER CONDITIONS OR PROVISIONS in Article 8.

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ARTICLE 6

ENUMERATION OF CONTRACT DOCUMENTS

- 6.1 The Contract Documents consist of this Agreement, Conditions of the Contract, Drawings, Bill of Quantities, issued prior to the execution of this Agreement. Except for modifications issued after execution of this Agreement, the documents are as follows;
- 6.1.1 The Agreement is this executed Contract Agreement between the CBO and the Artisan, A 107-L
- 6.1.3 The Drawings are as follows and are dated _____

<u>Number</u>	<u>Pages</u>	<u>Title</u>
_____	_____	_____

ARTICLE 7

LICENSES AND INSURANCE REQUIREMENTS

- 7.2 Insurance Requirements: Artisan to supply: Certificate of Insurance

ARTICLE 8

GENERAL PROVISIONS

The Artisan is to include all the labour, tools and approved materials necessary for proper execution of works. The Artisan shall re-execute any work that fails to conform to the requirements of the contract. All work shall be completed in workmanship like manner and in compliance with all codes and other applicable laws.

This agreement entered into as of the day and year first written below

THE CBO


Signature & Date

Name & Title

ARTISAN

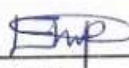
Signature & Date

Name & Title

 02/09/2009

RICHARD MGDHI NYACIRO/CHAIRMAN

ELIJAH OYUGI OMIYO

 21/09/2009.

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LIST OF SELECTED BENEFICIARIES

No.	Name	Reference Code	UTM Coordinates	Facility
1	RICHARD OMODH NYAORO	01		UDDT I
2	JOHN AKUMU	02		UDDT I
3	MWAJUMA SAIDI	03		UDDT I
4	TOM ATUDO	04		UDDT I
5	DMITI DWOR	05		UDDT I
6	SILPA ATIENO	06		UDDT I
7	NOAH ARODI	07		UDDT I
8	RICHARD OMONDI	08		UDDT I
9	DR JOWI	09		UDDT I
10	BENTER ATIENO	010		UDDT I
11	BENTER OKOL	011		UDDT I

SUPPLIER ANALYSIS TABLE



BILL OF QUANTITIES (BOQ)- SINGLE DOOR UDDT

Name and Tel. of CBO:

Location / District:

Item Description	Size	Unit	Quantity	Supplier 1			Supplier 2			Supplier 3		
				UNIT COST KSHS	UNIT COST KSHS	UNIT COST KSHS	UNIT COST KSHS	UNIT COST KSHS	UNIT COST KSHS	UNIT COST KSHS	UNIT COST KSHS	UNIT COST KSHS
CONCRETE WORKS				Name:	Name:	Name:						
1 Portland Cement	50kg	bags	12								900	merchant
2 Building sand		tonnes	7									
3 Ballast	14"	tonnes	2									
4 Hardcore		tonnes	2									
5 Burnt Bricks	9"X8"X4"	pcs	600								1800	
6 Weld Mesh	Medium	pcs	1								600	
7 Shuttering Timber	8"x1"	ft	50								400	
8 Poles for shuttering	3ft x dia 3"	pcs	8									
9 Poles for scaffolding	8ft x dia 3"	pcs	8									
SANITATION WARE												
10 In situ moulded squat pan		pcs	1									
11 Nipple	1/2"	pcs	1								50	
12 Transparent hose pipe for Squatting Pan	1 1/2"	ft	6								600	
13 Optional Preabricated urinal		pcs	1									
14 Transparent hose pipe for urinal	1 1/2"	ft	4									
VENTILATION												
15 PVC Vent pipe Class B	4"x10ft	pcs	1								500	
16 PVC Vent pipe cover		pcs	1								150	
DOORS												
17 Door with frame and wall pass	2.10m x 0.8m	pcs	1								2300	
18 Door hinges	4"	pcs	2								40	
19 Tower bolt	4"	pcs	1								60	
20 Tower bolt	2"	pcs	1								30	
21 Screws	1 3/4"	pcs	50								15	
22 Urine chamber door and frame	65cm x 75cm	pcs	1								900	
23 Back door steel panels and wooden frame		pcs	2								2000	
ROOFING												
24 Corrugated Iron Sheets	2m x 30 gauge	pcs	5								650	
25 Roofing Timber	4"X2"	ft	35								18	
26 Roofing Nails	Standard	kg	0.5								140	
27 Fascia Board	8"x1"	ft	26								18	
PAINTING												
28 Turpentine		lt	2								200	
29 Cream white emulsion		lt	2								200	
30 Cream white gloss		lt	2								250	
31 Gloss Black		lt	0.5								125	
32 Gloss Bermuda Blue Paint		lt	3								250	
33 Paint brush	6"	pcs	1								120	
34 Paint brush	4"	pcs	1								120	
RAINWATER HARVESTING												
35 Half iron sheet roof gutters	15 cm	pcs	1								400	
36 Round iron sheet bend	5 cm	pcs	2								200	
37 Gutter bracket	15 cm	pcs	3								100	
38 Round iron sheet down pipe	dia 5cm	pcs	3								200	
39 PVC water tank for outside location	100 liter	pcs	1								850	
40 Heavy duty tee tap, metal	1/2"	pcs	1								650	
41 Hexagonal Back nut	1/2"	pcs	2								50	
42 Nipple (external threaded through)	1/2"	pcs	1								50	
GENERAL												
43 Wire nails	4"	kg	0.5								25	
44 Wire nails	2"	kg	0.5								25	
45 Wire nails	1 1/2"	kg	0.5								90	
46 Wall-pass		ft	3								60	
47 Urine Container	20 liter jerrycan	pcs	1								460	
48 Bondex	1/2	kg	1								170	
49 Boss white	1/4	kg	1								50	
50 Thread seal	Tape	pcs	1								120	
Total											50	
SELECTED SUPPLIER												
Name and Address:				BRALIZA MINDCHART BOX 349 KISUMU								
Bank Name and Acct. No.												
Contact Name and Tel:				CELESTINE AUMU 0722-946699.								

N/A M/A
 x work not ready
 note the budget

BOM - BOM QUANTITIES (BOM) for single door / double chamber Urine Diverting Dry Toilet (UDDT)							
BILL OF QUANTITIES (BOQ)							
Name and Tel. of CBO:	Mamasana Community		0720655260				
Name and Tel. of Owner:	Richard Omodi		0720655260				
Location / District:	Central Kolwa		Kusumu East.				
Code & UTM coordinates	04						
Item Description	Size	Unit	Quantity	Unit cost in Ksh	Total	Contribution Owner	Contribution GTZ
CONCRETE WORKS							
1 Portland Cement	50kg	bags	12	900	10800		10800
2 Building sand		tonnes	7	600	4200	6500	
3 Ballast	1/4"	tonnes	2	2500	5000	3500	
4 Hardcore		tonnes	2	3500	7000	3500	
5 Burnt Bricks	9"x4"	pcs	600	8	4800	4800	1800
6 Weld Mesh	Medium	pcs	1	600	600		600
7 Shuttering Timber	4"x4"	m	50	18	900		900
8 Poles for shuttering	3/4" x dia 2"	pcs	8	120	960	960	
9 Poles for scaffolding	1/2" x dia 3"	pcs	8	120	960	960	
SANITATION WARE							
10 Insitu moulded stool pan	1/2"	pcs	1	3500	3500		3500
11 Nipple	1/2"	pcs	1	50	50		50
12 Transparent hose pipe for Sautating Pan	1.1/2"	ft	6	100	600		600
13 Optical. Pre fabricated urinal		pcs	1				
14 Transparent hose pipe for urinal	1.1/2"	ft	4				
VENTILATION							
15 PVC Vent pipe Class 9	4"x100	pcs	1	500	500		500
16 PVC Vent pipe cover		pcs	1	180	180		180
DOORS							
17 Door with frame and wall gass	2.10m x 0.8m	pcs	1	2300	2300		2300
18 Door hinges	4"	pcs	2	8040	16080		16080
19 Tower bolt	4"	pcs	1	60	60		60
20 Tower bolt	2"	pcs	1	30	30		30
21 Screws	1.1/4"	pcs	50	10	500		500
22 Urine chamber door and frame	85cm x 75cm	pcs	1	900	900		900
23 Back door steel panels and wooden frame		pcs	2	2000	4000		4000
ROOFING							
24 Corrugated Iron Sheets	2m x 30 gauge	pcs	3	650	1950		1950
25 Roofing Timber	4"x2"	m	35	18	630		630
26 Roofing Nails	Standard	kg	0.5	220	110		110
27 Fascia board	8"x1"	m	26	18	504		504
PAINTING							
28 Turpentine		lt	2	200	400		400
29 Cream white emulsion		lt	2	200	400		400
30 Cream white putty		lt	2	250	500		500
31 Gloss Black		lt	0.5	250	125		125
32 Gloss Bermuda Blue Paint		lt	3	250	750		750
33 Paint brush	8"	pcs	1	120	120		120
34 Paint brush	4"	pcs	1	120	120		120
RAINWATER HARVESTING							
35 Half iron sheet roof gutters	15 cm	pcs	1	400	400		400
36 Round iron sheet bend	9 cm	pcs	2	200	400		400
37 Gutter tracklet	15 cm	pcs	3	100	300		300
38 Round iron sheet down pipe	dia 5cm	pcs	3	200	600		600
39 PVC water tank for outside location	100 liter	pcs	1	880	880		880
40 Heavy duty tee tap, metal	1/2"	pcs	1	650	650		650
41 Hexagonal Back nut	1/2"	pcs	2	50	100		100
42 Nipple (external threaded through)	1/2"	pcs	1	50	50		50
GENERAL							
43 Wire nails	4"	kg	0.5	150	75		75
44 Wire nails	2"	kg	0.5	150	75		75
45 Wire nails	1.1/2"	kg	0.5	180	90		90
46 Wall pass		kg	3	220	660		660
47 Uline Container	20 liter kefirian	pcs	1	170	170		170
48 Bondex	1/2	kg	1	50	50		50
49 Bata white	1/4	kg	1	120	120		120
50 Thread seal	Tape	pcs	2	50	50		50
Sub Total (materials)						20220	24774
A Skilled Labour		Mansdays	14	250	3500	3500	7000
B Unskilled Labour		Mansdays	14	500	7000		
Sub Total (labour)							
Total Grant						23720	41774
Owners signature and date			2/09/2009				
GTZ site manager signature and date			2/9/2009				

37,079