CONSULTING SERVICES FOR
WATER SUPPLY AND SANITATION PROGRAM –
NZOIA CLUSTER, PHASE I – INVESTMENT STEPS 1 & 2
ACCOMPANYING MEASURES
FOR THE TOWNS OF
KITALE, BUNGOMA AND WEBUYE

ADDENDUM 2
(Hygiene Education and Sensitisation Programme)

NOVEMBER 2006
WATER SUPPLY AND SANITATION PROGRAM
Nzoia Cluster, Phase 1 – Investment Step 1 & 2
Accompanying Measures
For the Towns of
Kitale, Bungoma and Webuye

ADDENDUM 2

HYGIENE EDUCATION AND SENSITISATION PROGRAMME
(for Kitale, Bungoma, Webuye)

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ANNEXES
Annex 1 – Terms of Reference and Proposal
1 INTRODUCTION

The accompanying measures which at the moment concentrate on the support and qualification of the water service provider NZOWASCO in the fields of management, finance, accountability, commercialisation, administration, technical operation and customer care started in March 2006 and have a duration of 36 months.

The intended programme of hygiene education and sensitisation of the target groups in the peri-urban and rural areas is complementary and shall be implemented in the framework of an addendum to the current contract for the accompanying measures.

The objective of the short-term mission is the preparation of a viable programme for hygiene education and sensitisation of the target groups which additionally shall contain:

- a concept for communal organisation regarding the commercialisation of water kiosks and
- a concept for the integration and commitment of NZOWASCO with regard to sustainable water supply including commercial care to and regular maintenance and repair of the kiosks.

This addendum forms part of the consultancy agreement between LVNWSB and Gauff Ingenieure GmbH & Co. KG – JBG in association with Gauff Utility Services (K) Ltd. and covers the towns of Kitale, Bungoma and Webuye.

2 SCOPE OF WORKS

1. General tasks

- Get an overview of the Water Sector Development Programme, Phase I which includes the improvement of the water supply and sanitation services in the towns of Kitale, Webuye and Bungoma.

- Review the relevant chapters of the Detailed Design Report Phase I with regard to the erection of water kiosks and their preliminarily selected locations in the towns of Kitale, Webuye and Bungoma and alongside of the gravity main from Kapolet water works at 28 km northeast of Kitale.

- Carry out site visits in the three towns and interviews with representatives of the target population. These tasks shall be carried out with the assistance of the Consultant for the Accompanying Measures (Gauff) and the support of Lake Victoria North Water Services Board (LVNWSB) and NZOWASCO.

- Check a representative number of potential kiosks locations in-situ.

2. Specific tasks

- Prepare a programme for hygiene education and sensitisation with regard to economic and appropriate use of drinking water and the respect of minimum standards of sanitation.

- Prepare a concept for communal organisation regarding the commercialisation of water kiosks and their acceptance by the target groups.
• Prepare a concept for the integration and commitment of NZOWASCO with regard to the conclusion of appropriate leasing contracts, continuous supply of drinking water, guaranty of quality, maintenance and repair of installations and commercial care of the operators.

• Prepare Terms of Reference for Consultant to carry out the educational programme and the preparation of implementation of the concepts

The detailed Terms of Reference as well as the proposal by the nominated Sub-Consultant is provided in Annex 1.

3 SUBCONTRACT

The Consultant shall be responsible for the administration of payments to the Nominated Sub-Consultant who will provide complementary services to the Employer and Beneficiary in the framework of the Accompanying Measures.

For the administration of payments to the Nominated Sub-Consultant the Consultant shall receive an administration fee of 5% (five percent) of the Nominated Sub-Consultant’s contract sum. The administration fee shall be paid by the Employer respectively KfW.

The Nominated Sub-Consultant will be Dr. Han Seur.

The Nominated Sub-Consultant shall be responsible to the Employer for his performance of his services as detailed in Annex 1.

For maximum benefit from the Accompanying Measures, the Nominated Sub-Consultant shall implement his services in liaison with the Consultant.

The Consultant shall not take any responsibilities for, liabilities or obligations of the Nominated Sub-Consultant whatsoever.

4 PAYMENT CONDITIONS

The Consultant will receive a lump sum amount of EUR 11,737.95 (EUR 11,179 for payment to the Nominated Sub-Consultant (Dr. Han Seur) and an administration fee of EUR 558.95 (5% of payments to Nominated Sub-Consultant) for the Consultant.

Payment to the Nominated Sub-Consultant shall be made upon endorsement of Nominated Sub-Consultant’s invoices by NZOWASCO and upon approval of the invoice by the Employer.

5 COMMENCEMENT DATE

The Commencement Date will be on receipt of the no-objection from KfW.

6 CONDITIONS OF ENGAGEMENT

All Articles 1 to 10 as in the Consulting Contract for Consulting Services for German Financial Co-operation with Kenya– Water Supply and Sanitation Programme for Nzoia Cluster Phase 1 – Step 1 Consisting of the Accompanying Measures for the towns of Kitale, Webuye and Bungoma will apply accordingly.
THIS ADDENDUM is executed in five (5) counterparts, each of which constitutes an original Contract.

This ………………….day of …………………………..2006

For and on behalf of the Employer
by CHIEF EXECUTIVE OFFICER, LVNWSB
In the presence of:
Name:........................................................................................................
Signature:............................................................................................
Designation:.......................................................................................  
Address:................................................................................................

For and on behalf of the Consultant
by Gauff Ingenieure GmbH & Co. KG – JBG
in Association with Gauff Utility Services (K) Ltd
In the presence of:
Name:........................................................................................................
Signature:............................................................................................
Designation:.......................................................................................  
Address:................................................................................................

For and on the behalf of the GOVERNMENT OF THE REPUBLIC OF KENYA
By PERMANENT SECRETARY
Ministry of Water and Irrigation
In the presence of:
Name:........................................................................................................
Signature:............................................................................................
Designation:.......................................................................................  
Address:................................................................................................

Gauff Ingenieure - Gauff Utility Services (K) Ltd.
ANNEX 1 – Terms of Reference and Proposal
Financial Cooperation between Kenya and Germany

Water Sector Development Programme
(Water Supply and Sanitation Programme for the Nzoia-Cluster (Kitale, Webuye, Bungoma), Phase I)

Terms of Reference
for a short term assignment of Dr. Han Seur, Consultant in the field of hygiene education and sensitization

1. Background of the WSS Programme

The objective of the Water Supply and Sanitation Programme (WSS Programme) for the Nzoia-Cluster is to ensure the provision of sufficient, economically viable and socially sustainable water supply and sanitation services for the citizens in the selected towns of the Nzoia-Cluster. This contributes to the overall development goal of improving the health of the urban population of the Nzoia-Cluster area by reducing waterborne diseases and favouring economic development in the region (overall objective). The programme also supports enhancement of water supply and sanitation services delivery through improved commercialisation in form of a cluster approach.

The identified cluster consists of the towns of Kitale, Bungoma, Webuye, Kakamega, Busia, Nambale, Butere, Mumias, Kapenguria, Makutano, Malakisi and Kimilili with an estimated urban population of around 580,000 which is the target group of the programme. The programme area has a good economic basis arising from the favourable agricultural conditions. Apart from two major industrial sites for sugar and paper production, commerce and industry mainly support re-emerging agricultural activities. However, WSS service coverage is extremely low as only approx. 11,000 active water connections currently exist. Main weaknesses of existing schemes at the time of the start of the Programme in 2005 encompassed:

- The water supply facilities are operating below their design capacities.
- Operation and maintenance of production facilities and of the distribution systems are inadequate as are the related budgets.
- Unaccounted for Water (UfW) is very high ranging from 64 to 95% with an average across all towns of 77%, resulting in unacceptably high income losses.
- Commercial performance is poor, only few consumer connections are metered.
- The schemes are overstaffed in relation to international standards for similar systems.
- Management and technical skills are often inadequate to meet the requirements for effective service provision.
- Sewerage systems require the replacement of old lines.
- Wastewater treatment plants do not reach the purification levels to protect the environment.
• System records for both water and sewerage infrastructures are missing or are out-dated.

The programme consists of three (3) phases. Each of the phases covers the rehabilitation and extension of the WSS infrastructure of a group of towns which subsequently increases up to the maximum number of twelve (12). In each phase, investments will be implemented in two (2) investment steps. In the first investment step, the WSS systems of the respective group of towns will be rehabilitated in order to (re)establish full operation. The second investment step will serve for the extension of the rehabilitated WSS schemes to fully meet the future demands.

Phase 1 of the programme consists of the rehabilitation (Step 1) and expansion (Step 2) of the WSS systems of the selected secondary towns of Kitale, Webuye and Bungoma in the Nzoia drainage basin. These towns thus form the kernel of the Nzoia-Cluster. The following figure presents an overview of the planned investment measures:

<table>
<thead>
<tr>
<th>Town</th>
<th>Population</th>
<th>Step 1 (Rehabilitation)</th>
<th>Step 2 (Expansion)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kitale</td>
<td>100,000</td>
<td>Treatment, Transmission, Distribution, Metering, Sewerage System</td>
<td>Treatment and gravity transmission, Distribution, Connections, Sewerage System</td>
</tr>
<tr>
<td>Webuye</td>
<td>60,000</td>
<td>Treatment, Transmission, Storage, Distribution, Metering, Sewerage System</td>
<td>Treatment, Distribution, Connections, Sewerage System</td>
</tr>
<tr>
<td>Bungoma</td>
<td>70,000</td>
<td>Treatment, Transmission, Distribution, Metering, Sewerage System</td>
<td>Treatment, Distribution, Connections, Sewerage System</td>
</tr>
</tbody>
</table>

Each of the investment steps is divided in investment measures and accompanying measures. The latter are bound to ensure efficiency of the investment measures through the provision of technical and operational training to the water service company as the operator of the WSS facilities. Their implementation will be coordinated with the Technical Cooperation through GTZ, which has already deployed specific technical assistance for supporting the Municipal Councils of Kitale, Webuye and Bungoma in establishing the Nzoia Water Services Company Ltd. (NZOWASCO) as an independent, commercialised and customer oriented WSS service company. The entire programme is therefore a cooperation programme and further implementation will be carried out in full partnership between GTZ and KfW, and the participation of other instruments of German Development Cooperation (DC) such as the German Development Service (DED), as well as cooperation with other international DC partners.
Water Water Supply and Sanitation Programme for the Nzoia Cluster, Phase I
ToR for the Preparation of a Hygiene Education and Sensitization Programme

It is intended to include additional limited support in procurement of equipment for the further operationalization and consolidation of the water service company NZOWASCO, the LVNWSB and the regional office of the Water Resources Management Authority (WRMA) responsible for the water resources management of the programme area.

As a first precondition to the planned investments, the Municipal Councils of Kitale, Webuye and Bungoma commonly established the Nzoia Water Services Company Ltd. (NZOWASCO) as an independent, commercialised and customer oriented WSS service company in January 2004. As a second precondition, the Ministry of Water and Irrigation (MWI) gazetted the Lake Victoria North Water Services Board (LVNWSB) in March 2004.

2. Objective of the Mission

The construction works for Phase I will start at the end of 2006 and have a total implementation period of 26 months. The accompanying measures which at the moment concentrate on the support and qualification of the water service provider NZOWASCO in the fields of management, finance, accountability, commercialisation, administration, technical operation and customer care started in March 2006 and have a duration of 36 months.

The intended programme of hygiene education and sensitization of the target groups in the peri-urban and rural areas is complementary and shall be implemented in the framework of an addendum to the current contract for the accompanying measures.

The objective of the short term mission is the preparation of a viable programme for hygiene education and sensitization of the target groups which additionally shall contain:

- a concept for communal organisation regarding the commercialisation of water kiosks and
- a concept for the integration and commitment of NZOWASCO with regard to sustainable water supply including commercial care to and regular maintenance and repair of the kiosks.

The Consultant in charge of the accompanying measures shall in the following present a financial and technical proposal to carry out the tasks as specified in the programme. This shall be based on the programme to be established in the framework of the present ToR. The envisaged time frame for the implementation of the programme is six (6) months.

3. Mission Tasks

<table>
<thead>
<tr>
<th>1. General tasks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1 Get an overview of the Water Sector Development Programme, Phase I which includes the improvement of the water supply and sanitation services in the towns of Kitale, Webuye and Bungoma.</td>
</tr>
<tr>
<td>1.2 Review the relevant chapters of the Detailed Design Report Phase I with regard to the erection of water kiosks and their preliminarily selected locations in the towns of Kitale, Webuye and Bungoma and alongside of the gravity main from Kapolet water works at 28 km north-east of Kitale.</td>
</tr>
<tr>
<td>1.3 Carry out site visits in the three towns and interviews with representatives of the target population. These tasks shall be carried out with the assis-</td>
</tr>
</tbody>
</table>
tance of the Consultant for the Accompanying Measures (Gauff) and the support of Lake Victoria North Water Services Board (LVNWSB) and NZOWASCO.

1.4 Check a representative number of potential kiosks locations in situ.

## 2. Specific tasks

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Prepare a programme for hygiene education and sensitization with regard to economic and appropriate use of drinking water and the respect of minimum standards of sanitation.</td>
</tr>
<tr>
<td>2.2</td>
<td>Prepare a concept for communal organisation regarding the commercialisation of water kiosks and their acceptance by the target groups.</td>
</tr>
<tr>
<td>2.3</td>
<td>Prepare a concept for the integration and commitment of NZOWASCO with regard to the conclusion of appropriate leasing contracts, continuous supply of drinking water, guaranty of quality, maintenance and repair of installations and commercial care of the operators.</td>
</tr>
<tr>
<td>2.4</td>
<td>Prepare Terms of Reference for Consultant to carry out the educational programme (1.5) and the preparation of implementation of the concepts (1.6 and 1.7). The duration to carry out the identified tasks by the Consultant shall be about six (6) months.</td>
</tr>
</tbody>
</table>

## 3. Documents to be presented

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>Short report (4 to 5 pages) about the outcome of the mission.</td>
</tr>
<tr>
<td>3.2</td>
<td>Terms of Reference containing a viable and comprehensive programme for hygiene education and sensitization of the target group incl. concepts for communal organisation regarding the commercialisation of water kiosks and for the integration and commitment of NZOWASCO, implementation period six (6) months.</td>
</tr>
</tbody>
</table>
Financial Cooperation between Kenya and Germany

Water Sector Development Programme
(Water Supply and Sanitation Programme for the Nzoia-Cluster (Kitale, Webuye, Bungoma), Phase I)

Dear Dr. Dux,

I was asked by your colleague, Mr. Putzar, to present you my financial proposal for the mission to Kenya, coming November. The proposed duration of the mission is 22 days. My financial proposal is presented in the table below.

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit Rate</th>
<th>Duration</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remuneration</td>
<td>Daily rate: € 410.00</td>
<td>22 days</td>
<td>9,020.00</td>
</tr>
<tr>
<td>Flight Lusaka - Nairobi - Lusaka</td>
<td>€ 800.00</td>
<td></td>
<td>800.00</td>
</tr>
<tr>
<td>Flight: Nairobi - Kisumu - Nairobi</td>
<td>KSh 14,000</td>
<td></td>
<td>232.00</td>
</tr>
<tr>
<td>Accommodation in project region</td>
<td>KSh 2,500/night</td>
<td>15 nights</td>
<td>467.00</td>
</tr>
<tr>
<td>Accommodation in Nairobi</td>
<td>KSh 7,000/night</td>
<td>7 nights</td>
<td>610.00</td>
</tr>
<tr>
<td>Visa</td>
<td>€ 50.00</td>
<td></td>
<td>50.00</td>
</tr>
<tr>
<td>Food and drinks</td>
<td>To be paid by the Consultant</td>
<td></td>
<td>--</td>
</tr>
<tr>
<td>Total:</td>
<td></td>
<td></td>
<td>11,179.00</td>
</tr>
</tbody>
</table>

Exchange rate: € 1.00 = KSh 80,34  
1): To be checked  
2): My estimation

Considering my commitments here in Zambia I would like to propose to carry out the mission from the 9th November until the 30th of November 2006.

I have carefully read the Terms of Reference and I do not have any comments at this moment. I will, however, before travelling to Nairobi read the available documents I have on the project towns. Maybe we could have a short discussion on the ToR once we meet in Nairobi.

If the financial proposal and/or the proposed programme do not meet your expectations or requirements, please do not hesitate to contact me. My telephone number in Zambia is: 00 260 97 76 21 36.

I am looking forward to hear from you soon.

Greetings from Lusaka.

Kind regards,

Han Seur