

ケニア国
ナイロビ郡政府

ケニア国
ナイロビ市廃棄物管理能力向上
プロジェクト

プロジェクト業務完了報告書

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独立行政法人
国際協力機構 (JICA)



株式会社 建設技研インターナショナル
株式会社 エックス都市研究所
公益財団法人 北九州国際技術協力協会

環境
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プロジェクト対象地域位置図

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略語集

CBD	:	Central Business District
CBO	:	Community-Based Organisation
CCN	:	City Council of Nairobi
C.E.C.M.	:	County Executive Committee Member
C/P	:	Counterpart
DoE	:	Department of Environment
ERIKK	:	Enhancing Livelihoods in Kibera, Kenya
IC/R	:	Inception Report
ISWM	:	Integrated Solid Waste Management
JCC	:	Joint Coordinating Committee
JET	:	JICA Expert Team
JICA	:	Japan International Cooperation Agency
KARA	:	Kenya Alliance of Resident Associations
KCAA	:	Kenya Civil Aviation Authority
KRC	:	Kenya Railway Corporation
KSh	:	Kenyan Shilling
KRC	:	Kenya Railways Corporation
MoLHUD	:	Ministry of Land, Housing and Urban Development
M/P	:	Master Plan
NCC	:	Nairobi City County
NEMA	:	National Environment Management Authority
NGO	:	Non-Governmental Organisation
NITD	:	Native Industrial Training District
NYS	:	National Youth Service
O&M	:	Operation and Maintenance
PDM	:	Project Design Matrix
PP	:	Pilot Project
PPE	:	Personal Protective Equipment
PPP	:	Public Private Partnership
PQ	:	Pre-Qualification
PSP	:	Private Service Provider
SWM	:	Solid Waste Management
VICCO	:	Viwandani Comprehensive Community Organisation
WEMAK	:	Waste and Environment Management Association of Kenya

1. プロジェクトの概要

1. プロジェクトの概要

1.1 プロジェクトの背景

ケニア国の首都であり最大の都市であるナイロビ市（面積：約 696 km²）の人口は、2009 年の 304 万人から 2030 年に 594 万人にまで増加が見込まれており、廃棄物発生量については、2009 年の 1,848 トン/日から 2030 年には 3,990 トン/日まで増加すると予想されている。既存廃棄物処分場（ダンドーラ）は、その容量 50 万 m³に対して既に 180 万 m³の廃棄物が持ち込まれており、土壌汚染、悪臭などによって周囲の衛生環境は劣悪なものである。また、廃棄物管理体制も十分ではなく、特に低所得者居住地域で収集運搬が十分に出来ていないことから、都市衛生上の大きな問題となっており、新規廃棄物処分場を建設すると共に、適正な廃棄物管理システムの確立が急務となっている。

同国の国家開発計画として 2008 年に発表された「Vision2030」は、2030 年までに、高い生活水準、国際的な競争力および経済的繁栄を達成することを上位目標とし、「経済成長率 10%の維持」、「衛生的かつ安全な環境で人々が住め、平等で、公正、結束力のある社会」、「法に従い、すべてのケニア国民の人権と自由を守る政治の上に成り立つ民主政治のシステム」の実現を目標としている。その中で持続可能な経済成長のために環境保全が重要視され、都市部における汚染対策および廃棄物管理システムの改善が必要とされている。

一方、我が国の対ケニア国別援助計画では、「環境保全」を重点分野として掲げ、「人口増加および都市化を背景として、都市・産業排水や廃棄物の増加に伴う湖沼や河川の汚染に対して、都市衛生環境の整備」に係る支援を行ってきている。具体的には、廃棄物分野への支援として、「ナイロビ市廃棄物管理計画調査」（1998 年）にて廃棄物分野のマスタープラン作成支援を、「ナイロビ市統合的廃棄物管理計画準備調査」（2010 年）を通じてマスタープランの改定支援を（以下「改訂 M/P」）、そしてナイロビ市の既存最終処分場（ダンドーラ）の閉鎖、新規最終処分場（ルアイ）の建設および廃棄物収集・運搬車輛の供与等を想定した円借款のための「ケニア国ナイロビ市廃棄物処分場建設事業準備調査」（2011 年）を実施した。

現在ナイロビ郡（2013 年の政府組織変更後、County 制となったため、本報告書ではプロジェクト名以外ではこれまでナイロビ市としていた名称をナイロビ郡とよぶ）の廃棄物収集・運搬は、①ナイロビ郡政府（Nairobi City County: NCC）が直営で収集、②ナイロビ郡政府から委託された民間業者が収集、③ライセンス業者（国家環境管理公社より廃棄物収集・運搬に係る許可を受けた業者）が自由に家庭と契約して収集（料金徴収も実施）の 3 方法が混在している。

そのため、改訂 M/P では、廃棄物収集・運搬を、民間収集業者との連携およびスラム地域で活動する地域市民組織（CBOs）との連携により改善すること、収集・運搬活動の基礎となる財務管理の改善に向け、廃棄物特別会計を設置し、財務透明性を高め改善することを提案している。改訂 M/P は地方自治省により正式に承認され、ナイロビ郡の廃棄物管理の推進における基本計画として位置づけられている。

ナイロビ郡の廃棄物管理を担当する NCC はわが国に改訂 M/P に基づき、上記円借款の要請を行うとともに、廃棄物管理に係るキャパシティの向上を目的とした「ナイロビ市廃棄物管理能力向上プロジェクト」（以下「本プロジェクト」）を要請した。その後、2011 年 8 月の詳細計画策定調査実施を経て、JICA はケニア国側とナイロビ市役所をカウンターパート（Counterpart: C/P）とした技

術協力プロジェクトのデザインについて合意し、本プロジェクトの実施となった。

1.2 プロジェクトの概要

1.2.1 上位目標、プロジェクト目標、期待される成果・指標、活動の概要

本業務の業務指示書には、プロジェクトの概要としてプロジェクト名、上位目標、プロジェクト目標、期待される成果・指標、活動の概要等が明示されており、それらを表 1-1 に示した。コンサルタントは、成果達成のため C/P が主体となり行う活動につき、技術指導・助言を行った。

表 1-1 プロジェクト概要表

プロジェクト名	
ナイロビ市廃棄物管理能力向上プロジェクト 相手国実施機関： NCC の環境局 (Department of Environment: DoE)、財務局、法務局、調達局、建設局、都市計画・建築局、社会サービス・住宅局、公衆衛生局等	
上位目標	
ナイロビ市の廃棄物収集・運搬サービスが拡大する 指標 1： 廃棄物収集のカバーエリアが増加する 指標 2： フランチャイズ制による収集ゾーンが拡大する 指標 3： CBOs による収集ゾーンが拡大する 指標 4： 住民参加が増加する	
プロジェクト目標	
NCC の廃棄物に係るキャパシティが向上する 指標 1： 廃棄物収集のレベルが向上する 指標 2： ナイロビ郡全体の廃棄物収集量が増加する	
期待される成果、指標	活動の概要
成果 1 NCC の廃棄物収集・運搬に係るキャパシティが向上する 指標 1-1： NCC による廃棄物収集量が増加する 指標 1-2： 廃棄物収集・運搬に係るガイドラインが作成される 指標 1-3： パイロットプロジェクト地区における不法投棄箇所が減少する	活動 1-1： 現在の NCC による廃棄物収集・運搬状況を確認する 活動 1-2： 廃棄物収集・運搬の改善計画を作成する 活動 1-3： 改善計画に基づく活動を実施する 活動 1-4： 改善計画に基づく活動をモニタリング・評価・フィードバックする
成果 2 NCC の廃棄物収集・運搬における民間との連携にかかるキャパシティが向上する 指標 2-1： 廃棄物収集・運搬のためのフランチャイズ制導入のガイドラインが作成される 指標 2-2： フランチャイズ・ゾーンにおける廃棄物収集量が増加する	活動 2-1： ライセンス業者による現在の廃棄物収集・運搬状況を確認・レビューする 活動 2-2： フランチャイズ制の導入および啓発活動を目的としたパイロットプロジェクトをデザインする 活動 2-3： パイロットプロジェクト実施における課題(法的措置、財務分析、ゾーンの選択、ライセンス業者・CBOs との調整)を整理する 活動 2-4： 課題解決に対して必要なアクションを整理・実施する 活動 2-5： パイロットプロジェクトを実施する 活動 2-6： パイロットプロジェクトをモニタリング・評価し、他ゾーンへの展開に向けフィードバックする。
成果 3 NCC の廃棄物収集・運搬における CBOs との連携にかかるキャパシティが向上する 指標 3-1： 廃棄物収集の CBOs 連携のガイドラインが作成される 指標 3-2： スラム街での不法投棄サイトが減少する	活動 3-1： スラム地域における廃棄物収集の課題を確認し、廃棄物収集および啓発活動を目的とした CBSs 連携のパイロットプロジェクトをデザインする 活動 3-2： CBOs 連携による廃棄物収集のパイロットプロジェクト地区を選定し、パイロットプロジェクトのデザインについてコンサルテーションを行う 活動 3-3： CBOs 連携による廃棄物収集のパイロットプロジェクトを実施する 活動 3-4： パイロットプロジェクトのモニタリング・評価を行い、CBOs 連携収集の拡大に向けた提言を行う

成果 4 NCC 環境局(DoE)の財務管理に係るキャパシティが向上する	活動 4-1 : NCC の廃棄物関連活動の収入・支出を確認・レビューする
指標 4-1 : 廃棄物特別会計が導入される	活動 4-2 : 廃棄物特別会計の導入計画を作成する
指標 4-2 : 財務状況改善への提言が行われる	活動 4-3 : 廃棄物特別会計導入計画に基づく活動を実施する
	活動 4-4 : 廃棄物特別会計の状況をモニターし、会計報告をする
成果 5 DoE の課題やロードマップが明確化される	活動 4-5 : 会計報告に基づく分析を行い、財務状況改善への提言を行う
指標 5-1 : 廃棄物管理を改良するためのロードマップが改訂される	活動 5-1 : 本プロジェクトにより実施された収集・運搬活動のレビューを行う
	活動 5-2 : 廃棄物管理に係る NCC のロードマップを改訂し、より良い廃棄物管理に向けた提言を行う

なお、上記 PDM の改訂版を以下に示す。この PDM 改訂版は 2014 年 1 月に貴機構が実施した中間レビューでの評価結果に基づき、改訂を提言され、同年 7 月の JCC にて承認されたものである。PDM の変遷経緯は添付資料 1.1 (Annex 1.1) に示す。

表 1-2 プロジェクトデザインマトリックス (PDM ver. 2.0)

Name of Project: Project for Capacity Development of Solid Waste Management of Nairobi City Implementation Agency: Department of Environment (DoE), <u>Nairobi City County (NCC)</u> Target Group: Department of Environment (DoE), <u>Nairobi City County (NCC)</u>		Duration of Project: 4 years Target Area: Nairobi City Date: July 16, 2014	
Narrative Summary	Objectively Verifiable Indicators	Means of Verification	Important Assumptions
Overall Goal Waste collection and transportation services in Nairobi City are expanded by NCC .	1 Increase in waste collection coverage area 2 Expansion of franchised collection zones 3 Expansion of CBOs collection zones 4 Increase in public participation		
Project Purpose Capacity of NCC on solid waste management is strengthened.	1 C/Ps get the ability to expand pilot project activity to other area. 2 NCC can grasp the data about the amount of collected waste in Pilot project area.	1 Progress Report 2 Project Completion Report 3 Operation report of DoE 4 Interview sheet	- Institutional framework will not change greatly under the county system after the devolution - Policy of Kenyan Government on SWM will not change - NCC will continue to allocate enough budget for SWM activities
Output 1 Capacity of NCC on solid waste collection and transportation is strengthened.	1-1 Increase in waste collection amount by NCC's direct operation and subcontractors' operation 1-2 Guideline of waste collection and transportation 1-3 Reduced number of illegal solid waste dumpsite	1 Progress Report 2 Project Completion Report 3 Operation report of DoE	
Output 2 NCC's capacity is strengthened in terms of involvement of private sector for solid waste collection and transportation.	2-1 Guideline for introduction of franchise system for solid waste collection and transportation 2-2 Increase in waste collection amount in franchise zones	1 Progress Report 2 Project Completion Report 3 Operation report of DoE	
Output 3 NCC's capacity is strengthened in terms of involvement of CBOs for solid waste collection and transportation.	3-1 Guideline for CBOs involvement in waste collection 3-2 Increase in number of customer served by CBOs	1 Progress Report 2 Project Completion Report 3 Operation report of DoE	
Output 4 Capacity of DoE on financial management is strengthened.	4-1 Financial statement on SWM Special Account 4-2 Recommendation on better financial management	1 Progress Report 2 Project Completion Report 3 Operation report of DoE	
Output 5 Challenges and roadmaps of DoE are clarified.	5-1 Revised roadmap for improvement of SWM	1 Progress Report 2 Project Completion Report 3 Operation report of DoE	

<p>Activity</p> <p>1 Collection and Transportation Capacity of NCC</p> <p>1-1 To confirm the current waste collection and transportation system operated by NCC</p> <p>1-2 To draft the improvement plan of collection and transportation</p> <p>1-3 To conduct improvement activities based on the plan</p> <p>1-4 To monitor, evaluate and feedback the result of improvement activities</p> <p>1-5 To advise on the improvement of the Dandora disposal site</p> <p>2-1 To confirm the current waste collection and transportation operation conducted by private service providers (PSPs)</p> <p>2-2 To design a pilot project for the purpose of introduction of franchise system and awareness raising</p> <p>2-3 To list up challenges for improvement of pilot project (legal arrangement, financial analysis, zone selection, coordination with PSPs and CBOs, etc)</p> <p>2-4 To conduct activities of awareness raising on solid waste management in the pilot area</p> <p>2-5 To draw needed actions for tracking the challenges and to take necessary measures</p> <p>2-6 To implement the pilot project</p> <p>2-7 To monitor, evaluate and feedback the result of pilot project for future expansion into other zones</p> <p>3-1 To confirm problem of waste collection in slum areas and to draft pilot project of CBOs involvement in waste collection including awareness arising</p> <p>3-2 To select the areas for pilot project of CBOs involvement in waste collection, and to consult on design of pilot project</p> <p>3-3 To implement pilot project of CBOs involvement in waste collection</p> <p>3-4 To monitor and evaluate the pilot project and to make recommendations for future expansion of CBOs involvement in waste collection</p> <p>4-1 To confirm the income and expenditure of solid waste management</p> <p>4-2 To draw the plan for operationalising SWM Special Account</p> <p>4-3 To implement the plan for operationalising SWM Special Account</p> <p>4-4 To monitor the SWM Special Account and to prepare financial report</p> <p>4-5 to analyze the report and to make recommendation for improvement of financial status</p> <p>5-1 To establish Preparatory Unit for SWM Public Corporation and make organizational chart and job descriptions.</p> <p>5-2 To review collection and transportation activities implemented under the Project</p> <p>5-3 To re-design a roadmap of NCC and to make recommendations for better solid waste management</p>	<p>Input</p> <p>1. Japanese side</p> <p>(1) Japanese expert</p> <p>1) Chief Adviser / Solid Waste Management</p> <p>2) Waste Collection and Transportation 1</p> <p>3) Waste Collection and Transportation 2</p> <p>4) CBOs Coordination / Public Participation</p> <p>5) Financial Management</p> <p>6) Final Disposal</p> <p>7) Administrative Coordinator 1 / Waste Collection and Transportation</p> <p>8) Administrative Coordinator 2 / CBOs Coordination / Public Participation</p> <p>(2) Training</p> <p>Two persons / year</p> <p>(3) Local cost</p> <p>(4) Equipment and Materials</p> <p>PCs, printers, vehicles for inspection, other materials needed for pilot project</p> <p>2. Kenyan side</p> <p>(1) Counterpart personnel including administrators</p> <p>1) Counterpart personnel of DoE and Department of Treasury</p> <p>2) Counterpart personnel (5 Staffs of Preparatory Unit for SWM Public Corporation)</p> <p>(2) Office space, meeting room</p> <p>1) Office space, meeting room for Japanese experts</p> <p>2) Office space, meeting room for staff of Preparatory Unit for SWM Public Corporation</p> <p>(3) Local Cost</p> <p>1) Local cost for activities of counterpart personnel of DoE and Department of Treasury</p> <p>2) Local cost for Preparatory Unit of SWM Public Corporation</p> <p>3) Special allowances for counterpart personnel until the commencement of operations of Preparatory Unit for SWM Public Corporation</p>	<p>Preconditions</p> <ul style="list-style-type: none"> - Private sectors and CBOs will cooperate with NCC on waste collection - Adequate number of counterpart personnel is appropriately assigned. - NCC allocates project activity cost.
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1.2.2 対象地域

ケニア国ナイロビ郡

1.2.3 関係官庁・機関

ナイロビ郡政府（Nairobi City County: NCC）環境局（Department of Environment: DoE）および関係部局（財務局、法務局、調達局、建設局、都市計画・建築局等）

1.3 業務の目的

本業務の目的は、「ケニア・ナイロビ市廃棄物管理能力向上プロジェクト」に関する JICA とケニア国地方自治省およびナイロビ市役所（名称はいずれも 2011 年当時）の間の MOU（Memorandum of Understanding）に基づき業務（活動）を実施することにより、期待される成果を発現し、プロジェクト目標を達成することである。

1.4 業務の範囲

本業務は、MOU に基づき実施される技術協力プロジェクトの枠内で、「1.3 業務の目的」を達成するため、以下に示す基本方針のもと業務を行い、報告書および技術協力成果品等を作成するものである。

技術面の基本方針
① 最適な廃棄物管理システムを確立するため、将来の公社化を念頭においた市役所関係部局および関係ステークホルダーを巻き込んだ総合的かつ実践的な廃棄物管理能力向上を実施する
② 改訂 M/P 策定で得られた情報・知見等を最大限に活用し、能力向上に最も効果的なパイロットプロジェクトを実施する
③ 将来の公社化を視野に入れた、廃棄物管理特別会計の導入を軸とした財務的持続性構築のための能力開発を実施する
④ 廃棄物管理能力向上に必要な、収集運搬能力向上、廃棄物独立会計導入、民間連携促進、コミュニティ連携促進の 4 分野を総合的なプログラムとして実施し、PCM の手法を活用し進捗管理する
運営面の基本方針
① 改訂 M/P 策定で得られた情報・経験・知見・教訓を最大限に活用すると共に、計画されている円借款事業や他ドナーとの連携を図り、プロジェクトを効果的・効率的に実施する
② 改訂 M/P 策定時に構築した C/P および関連機関との人的ネットワークを基本に密接な連携をとりながら C/P の主体性と内発性の発現を促し、持続性と自立発展性を確保する
③ 改訂 M/P 調査の経験を有する団員を主に豊富な経験を有する専門家でチームを編成する
④ 安全確保には最大限配慮し、貴機構、現地日本大使館との連絡体制を確実にする

2. 活動内容

2. 活動内容

4年間の業務フローチャートを添付 Annex 1.2 に示す。また、各成果に係る詳細活動計画については、Annex 1.3 に、各専門家の派遣実績については Annex 1.4 にまとめた。以下、成果毎に第1年次から第4年次までの活動内容を記載する。なお、第1年次から第3年次の活動内容の詳細については、各年次のプロジェクト事業進捗報告書を参照されたい。

(全成果共通)

【A01】業務実施計画の検討（第1年次）

本プロジェクトにかかる詳細計画策定調査報告書等の関連資料を踏まえ、プロジェクトの全体像を把握し、プロジェクト実施の基本方針・方法、業務工程計画等を作成し、これらをインセプション・レポート（IC/R）（案）に取りまとめ、2012年4月4日に地方自治省に提出した。

【A02】インセプション・レポート（IC/R）（案）の説明・協議（第1年次）

【A01】で作成した IC/R（案）の説明・協議を次項【A03】の合同調整委員会（JCC）にて行い、JICA およびケニア国側の合意を得て IC/R を完成させ、2012年4月19日に地方自治省に再度提出した。

【A03】合同調整委員会（JCC）の設置および定期開催支援（第1年次）

JCC の設置と運営、開催にかかる支援を行い、第1回 JCC を 2012年4月11日に地方自治省にて開催した。前項【A02】の IC/R についてはこの JCC で合意が得られた。

【A04】キックオフイベントの開催支援（第1年次）

IC/R の合意の後、本プロジェクトを含めた JICA の廃棄物分野の支援について、広く広報を行い、関係者の意識統一を目的として、2012年4月18日にセミナーによるキックオフイベントをケニア側と合同で開催した。参加者は100名を超え、関係省庁はもとより、国際機関、大学、NGO/CBO、民間収集業者、メディアなど幅広い分野からの参加があった。また、セミナーの中で JICA が本プロジェクトで供与したピックアップトラック（2台）とバイク（10台）の引渡し式をケニア側からの要望で執り行った。セミナーやこの引渡し式の様子は当日のテレビニュースや翌日の新聞でも報道されるなど、盛況のうち、成功裏に終わった。なお、JICA 専門家チームが本プロジェクトで調達した資機材を Annex 1.6 に示す。

また、より効果的な広報を行うため、セミナーセッティング（会場飾り付け、バナー作成、司会進行、メディアマネジメント）については、現地再委託で実施した（詳細は添付 Annex 4.10 参照）。

【A05】キャパシティ・アセスメントおよびベースラインデータの収集（第1年次）

NCC の廃棄物管理に係るキャパシティ・アセスメントを実施した。その上で、中間レビューや終了時評価においてプロジェクト実施前後の状況を比較するために PDM 上の指標に関連する項目等、プロジェクトに関わる開始時点での能力レベルを示すベースラインデータを収集した。第1年次から第4年次までのキャパシティ・アセスメントおよびベースラインデータの結果を後述【D03】にまとめて示す。

【A06】住民啓発活動（第1年次）

成果1～3における廃棄物収集・運搬活動をより住民の理解を得た効果的なものにするため、プロジェクト内容に沿った住民啓発活動を計画・実施した。従前計画では、ナイロビ市全体とパイロットプロジェクト地域の2つの地域を本活動の対象としていたが、予算も限られていることから、パイロットプロジェクト（PP）対象地域（フランチャイズ制導入 PP 地域：ゾーン7、およびCBO連携によるスラム地域廃棄物収集運搬 PP 地域：Soweto West, Kibera および Sinai, Mukuru）に対象地域を絞り効果的に実施する事となった。また、成果3のCBO連携によるスラム地域廃棄物収集運搬 PP 対象地域については、地域住民を巻き込んだクリーンアップキャンペーンを実施した。

なお、住民啓発を効率的に実施するため、現地のPR企業および環境コンサルタントにプロジェクトのスローガンおよびロゴマークの作成、キャンペーングッズの作成の業務を委託した（詳細は添付 Annex 4.10 参照）。

【A07】プロジェクト事業進捗報告書1の作成

第1年次の業務実施状況および第2年次に向けての課題についてプロジェクト業務進捗状況報告書(1)としてとりまとめた。

【B01】業務進捗報告書(1)の説明・協議（第2年次）

取りまとめた第1年次の進捗状況報告書(1)を2013年6月6日にNCCに提出した。

【B02】合同調整委員会（JCC）の定期開催支援（第2年次）

JCCの運営、開催にかかる支援を行い、第2回JCCを2013年6月6日に、第3回JCCを2014年1月30日にナイロビ市役所にて開催した。なお、2013年3月の大統領選挙後に国政選挙が行われ、市の組織が変更されたことに伴い、第3回JCCでメンバーが正式に変更された。

【B03】キャパシティ・アセスメント（第2年次）

キャパシティ・アセスメントの結果は後述【D03】にまとめて示す。

【B04】住民啓発活動（第2年次）

第1年次の状況を鑑み、引き続き以下の住民啓発活動を実施した。

【B04-1】キャンペーングッズの配布

前年度に作成した住民啓発用グッズを、対象機関・地域に配布するとともに、セミナー・ワークショップ等において配布し、住民・関係者の意識啓発を行った。

【B04-2】スクール・コンペティションの開催

ボトムアップアプローチとしてパイロットプロジェクト（PP）地域内の小学校においてスクール・コンペティション（School Competition）を開催し、その準備として対象地域内の学校の選定や教師たちへの説明を実施した。このスクール・コンペティションでは、各学校で廃棄物管理に関する環境教育の課外活動を行い、理解度・自発性・継続性・創造性などの観点から評価し、最も得点の高かったグループを表彰した。このコンペティションの実施により、児童に身近な廃棄物を通じて（例：各家庭でのごみの量を把握する事やコミュニティでのごみの現状を調べる事

等)、廃棄物の適正管理の重要性を児童に理解してもらい、コミュニティへの波及効果を狙うものである。CBO 連携パイロットプロジェクト対象地域のひとつであるキベラ (Kibera) 地区から4校を選定し、9月第1週からスクール・コンペティションを開始し、2013年10月11日に表彰式を実施した(詳細は添付 Annex 4.10 参照)。

【B05】プロジェクト事業進捗報告書2の作成(第2年次)

第2年次の業務実施状況および第3年次に向けての課題についてプロジェクト業務進捗状況報告書(2)としてとりまとめた。

【C01】業務進捗報告書(2)の説明・協議(第3年次)

取りまとめた第2年次の進捗状況報告書(2)を2014年7月16日にNCCに提出した。

【C02】合同調整委員会(JCC)の定期開催支援(第3年次)

JCCの運営、開催にかかる支援を行い、第4回JCCを2014年7月16日に、第5回JCCを2015年1月27日にナイロビ市役所にて開催した。

【C03】キャパシティ・アセスメント(第3年次)

キャパシティ・アセスメントの結果は後述【D03】にまとめて示す。

【C04】住民啓発活動

第2年次の状況を鑑み、引き続き住民啓発活動を実施した。

【C04-1】キャンペーングッズの配布

フランチャイズ制導入パイロットプロジェクトの実施に関する住民意識啓発活動の一環として、教会や商業施設でインフォメーションデスクを設置してきた。しかし、週末での活動が多くなり、カウンターパートへの負担が増加した。また、教会によっては一度に多くの人が集まっていることからビデオクリップでの情報提供が効果的であると考えられ、本プロジェクトの広報ビデオを作成する事とした。

ビデオの内容は以下のとおりである。

- ナイロビ市の廃棄物事情
- フランチャイズ制の紹介
- 分別方法の紹介

【C04-2】ちらし作成

フランチャイズ制への加入世帯数が非常に限定的であり、また、加入世帯の中でも分別が徹底されていないため、ちらしを作成して住民意識を啓発する事とした。これらのちらしは主に住民説明会にて配布したり、各戸を訪問して配布した。

【C04-2-1】フランチャイズ制サービス加入促進

フランチャイズ制について周知するため、今後、引き続き宗教施設や商業施設でのインフォメーションデスク設置を実施する予定である。この際に配布するちらしを作成した。

【C04-2-2】 分別促進

フランチャイズ制への加入世帯の中でも、分別方法に関する説明が不十分であり、全てのごみが分別されないまま混合されて排出されている例が散見される。このため、分別方法を説明するための住民向けちらしを作成した。

【C05】 最終処分場の管理・運営改善に係る指導（第3年次）

【C05-1】 既存処分場（ダンドーラ）の状況把握

【C05-1-1】 既存処分場の運営維持管理業務の状況把握

新規処分場の計画の見直しを実施されない限り、ダンドーラ処分場はNCCにとって、唯一の処分場である。1日に約1,000 tの廃棄物を受け入れており、ピーク時には1,500 tにまで増加するため、これら全ての搬入廃棄物を適正処分することが望まれる。

(1) 既存処分場の運営維持管理に係る課題

現状確認により判明した課題は以下のとおりである。

- ダumping・エリアまでのアクセスの脆弱性
雨天時でも収集車両が遅滞無くダumping・エリアまでアクセスできる道路の整備を行う。
- ダumping・エリアの拡張
搬入車両数や廃棄物搬入量に見合ったダumping・エリアを確保する。
- 車両・重機双方のメンテナンス・スペースの確保
恒久的なメンテナンス・スペースを設置する。
- 契約の定期的な管理
現在実施している重機の使用契約について、履行状況を定期的に管理する。
- 浸出水集水の周辺からの隔離
浸出水を環境中に排出しないシステムを整備する。
- ダumpingの監視員の設置
アクセス道路をはじめ、要所ごとに監視員を設置し、搬入者に対し、逐次指導を行う。
- 入退場の監視員の設置
不法あるいは入構指示の無い搬入車両への管理・指導を行う。
- 進行管理
改善作業および経常作業について、計画・予定どおりに進捗しているか、定期的に管理できる体制を整える。
- 環境管理（粉じん防止、故意の焼却および自然発火による煙害防止）
故意の出火または自然発火による煙害が発生しない改善策を実施する。

【CO5-1-2】既存処分場閉鎖計画のレビュー

改訂 M/P、またその後実施されたフィージビリティ調査における既存処分場閉鎖計画の概要は次頁表 2-1 のとおりである。

表 2-1 ダンドーラ処分場閉鎖事業の概要

分類	整備内容		説明
本体工事	処分場	処分エリア	ルアイ処分場が供用されるまで処分エリアは閉鎖計画と継続して処分される量により制限し、管理する。
		浸出水集水施設	集水管とコンクリート製水路をナイロビ川境界沿いに設置
	雨水排水路	閉鎖した処分場内から雨水を排除	
	最終処分ガス排除施設	最終処分ガス排除ネットワークの配置	
	浸出水処理施設	浸出水貯留池を起点にしたポンプアップによる循環浄化	
事務所工事	モニタリング施設	モニタリング井戸の配置	
その他	囲障施設	周囲壁、門扉等	

出典：JICA, Nippon Koei Co., Ltd., *Nairobi Solid Waste Management Project in the Republic of Kenya, The Preparatory Survey, March 2012*

ダンドーラ処分場を少なくとも 5 年以上利用しようとする場合には、閉鎖計画について以下の点に対する考慮が必要となる。

- 埋立廃棄物から発生する浸出水の貯留施設は、現在利用されている埋立エリアに配置することはできず、敷地境界付近に配置することが必要。
- 最終覆土ではなく、日常的な覆土を当面は検討する。
- ダンドーラ処分場はナイロビ市唯一の処分場であるため、収集ごみの受入量を制限することは難しく、全ての収集ごみ量が処分量となることが前提条件となる。

【CO5-1-3】既存処分場改善計画のレビュー

NCC は 2013 年にダンドーラ処分場改善に係るアクション・プランを策定している。アクション・プランは 3 期に分けられ、短期（1 年半）、中期（4 年）、長期（5～10 年）で計画されている。計画の概要は以下の表 2-2、図 2-1 に示すとおりである。

表 2-2 NCC のダンドーラ処分場に係るアクション・プラン

区分	内容	
短期	<ul style="list-style-type: none"> ● 道路の継続的な改善の監視 ● 埋立エリアの確保と境界の囲障 ● 10ha の福岡方式処分場施設の地形測量 	
中期	<ul style="list-style-type: none"> ● 浸出水集水施設のための地盤の整地・造成 ● ガス抜き設備設置 ● 浸出水調整池設置 ● 循環ポンプとろ過装置の設置 	
長期	<ul style="list-style-type: none"> ● 浸出水処理プラントの設置 ● 焼却施設の設置 ● 水質分析ラボの設置 	<ul style="list-style-type: none"> ● PPP 実施と住民合意形成 ● 新規処分場の取得 ● 重機の購入

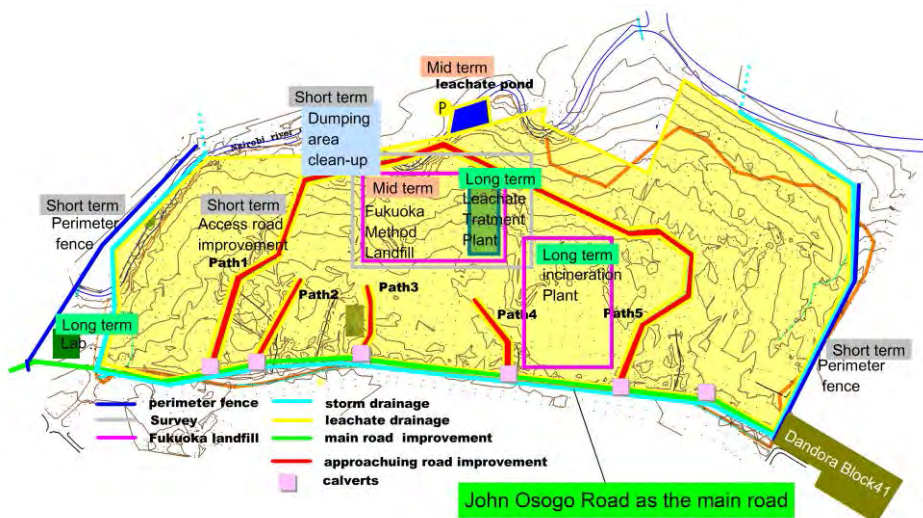


図 2-1 NCC のダンドーラ処分場に係るアクション・プラン(図示)

【CO5-2】 既存処分場改善計画の実施状況把握

【CO5-2-1】 既存処分場の運営維持管理業務における課題の抽出

第 3 年次の調査では、2 回の既存処分場運営に係る現地調査を行った。総合的に判断して、既存処分場は、本来の最終処分場機能を有しているとはいえ、具体的な改善が必要である。個別の要素ごとに、以下のとおり課題を検討した。

(1) 計量システム

計量器は NCC の所有であるが、現場には計量器および計量システムのマニュアルがなく、故障時にメンテナンス業者を呼び、都度補修を行っている状況である。また、計量器は数年前から部分的に故障をしており、計量はできるものの、計量後車両が通り抜けることができない状況である（ただし、最終年次に解消された）。また、現地調査時に計量器はしばしば故障しており、その際、計量はトラックの平均搬入量を用い、手計算で記録し、収納を行っていた。

(2) 管理事務所

場内には管理事務所は存在せず、計量所には最大 3 名が収容できるのみである。計量所以外にもうひとつの 2m 四方程度の事務所があるが、電気、水道もなく、夜間は利用できない上、作業員に開放されている事務所ではない。また、場内には洗面、トイレなどの衛生設備も設置しておらず、また昼食をとるスペースも存在しない。

(3) 場内整備機材の補修と保管

上述したとおり、場内にはブルドーザーやバックホウなどの整備機材を補修あるいは保管する場所が確保されておらず、屋外での作業となる。また消耗品の倉庫もない。このため、一旦機材が故障すると、復旧まで数日という長い時間がかかってしまう。

(4) 本部とのコミュニケーション

ダンドーラ処分場は、DoE のある NCC の庁舎 (City Hall Annex) から車で 30~40 分程度である。処分場の運営は 24 時間、365 日であるが、メッセージャーが毎日の定期的な報告を行うことで終始してしまっている。

(5) 車両誘導と現場での廃棄指示

第3年次当初は、処分場の現地スタッフを14名で行っていたが、第1回の現地調査で車両の誘導人員が不足していることを指摘し、NCCは第2回の現地調査をする時点では、19名まで増員させた。

(6) 勤怠管理・人員配置

現場監視員を増員したものの、どのスタッフが、どの作業を行うかを明記した書類や指示板等は、この時点では存在しなかった。午前8時～9時に行われるミーティング（屋外）において、サイトマネージャーから口頭で指示があるのみである。

JICA 専門家は、人員配置表のテンプレートを提示し、NCCは対応する形で全職員の標準シフトを作成した。

(7) 民間企業の隣接地の占有

処分場敷地の南西端に隣接して、民間の所有地がある（写真2-1参照）が、長年に亘り民間業者の資源一時保管場所となっている。処分場で廃棄された都市廃棄物から資源物を種類ごとに分別し、仲買人（Middleman）が取りまとめて再資源化業者へ搬出するための基地である。

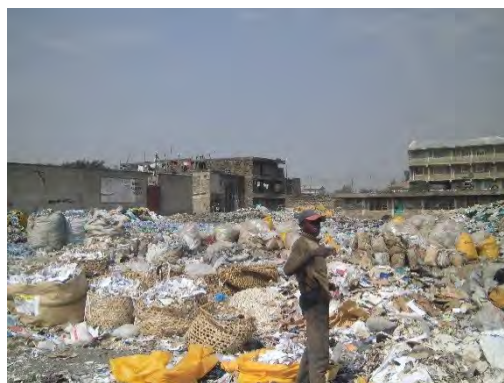


写真 2-1 資源物集積所（私有地）

(8) 道路排水システムの不足

雨季には降雨の後、アクセス道路の至る所に水溜りが発生し、廃棄物搬入車両の通行を大きく妨げている。雨水が道路上から排除できない状態が続くと、転圧で締め固めた路盤が膨張し、車両の通行により路盤が損傷してしまう。JICA 専門家は、道路そのものの改善より、雨水排除施設の整備を優先させるよう提案したが、C/Pの改善作業を尊重し、6つあるアクセス道路のうち、数箇所の優先整備を改めて指導したところである（写真2-2参照）。



写真 2-2 降雨でぬかるんだアクセス道

現地調査では、直接の指導が無い期間があったため、改善を途中で止めてしまい、結局使えないアクセス道路となっている部分もあった。

ここで、改善の目的は、「日々受け入れる廃棄物を速やかに処分すること」とし、アクセス道路を維持するためには路盤を雨水や浸出水で浸潤させないことが重要であることを共有した。

そして、重機によるドレーン設置を確認した。このことにより、路盤の含水率は常に低くなり、維持管理も容易になると想定される（写真2-3）。



写真 2-3 ドレーン作成により路盤の排水を実施

(9) 囲障工事

2013年に確保した予算に基づき、敷地西側のフェンス設置が進められている。当初の計画通り、敷地外の廃棄物は場内のダンピング・エリアへ移設される予定である（ただし、最終年次にほぼ達成された）。

(10) ダンピング・エリアの確保

ダンピング・エリアは相対的に小さく、現地では廃棄物搬入車両が錯綜する場面も多くあり危険が伴う。また、ブルドーザーでの廃棄物敷き均しをした直後に車両がダンプを行うため、転圧が不十分となり、車両がダンピング・エリアから抜け出せない場面も散見した。JICA 専門家は、廃棄物をダンプする箇所と、車両がアクセス・転回する箇所を明確に分けることを提案し、転回エリア、廃棄エリアを考慮した整備を進めている。

(11) 処分場日誌の作成

既往の処分場での埋立管理を毎日書面に残すよう JICA 専門家から提案したところ、図 2-2 のような書式で毎日報告を行うようになった。

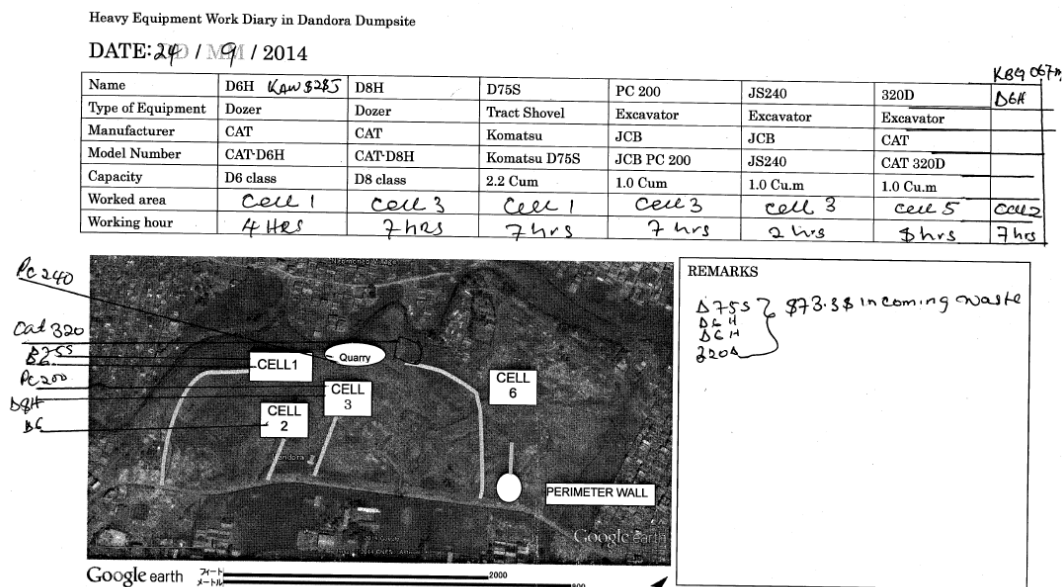


図 2-2 処分場管理日誌（例）

【CO5-2-2】既存処分場改善計画における課題の抽出

既存処分場改善計画は 2013 年に計画されたものである。2014 年（第 3 年次）の調査時点で、改善計画は進捗しているものとして現状と付き合わせたところ、以下のような課題が明確になった。

- 第 2 年次報告書で示された 2 億ケニアシリング (KSh) の改善工事予算について、実際に改善計画に投入する予算は 104,783,000KSh であった。しかしながら、現時点で執行されているのは、囲障工事の 24,000,000KSh が中心であり、他の工事については不明である。
- 予算の執行状況が不明なのは、主に NCC の複雑な調達プロセスにある。調達には以下の手続きが必要である。

- ① DoE から建設局 (City Engineers Department) に設計依頼

- ② 建設局が現地で調査、設計を実施
- ③ 設計額、設計図書の作成、DoE が内容を確認
- ④ 財務局（Treasury Department）に調達を依頼
- ⑤ 調達の公示（調達局：Supply Chain Management Department）
- ⑥ 業者の選定、契約（同上）
- ⑦ 契約の履行（同上）

ここで、DoE が関与できるのは①と③のプロセスのみで、調達額や契約書が DoE に明確に示されるわけではないため、予算の執行管理は難しく、またダンドーラ処分場には DoE から監督者が任命されるものの、指示は図書に基づいたものではないため、数量管理ができない状況である。

- NCC 管轄内では、一般道路の整備が優先されており、そこへ投入が必要な砕石を優先的に利用している。処分場への砕石の搬入は、道路建設を所管する部局への依頼で行われているものであり、DoE からの再三の要請があったにも関わらず、全数量（20t 砕石×トラック 200 台）を調達できていない。
- DoE のスタッフは、環境管理を専攻した技術スタッフが中心で、土木設計・施工の経験が乏しい。そのため、土木工事では最低限必要とされる技術を用いなく、改善作業に取り組みざるを得ない現状がある。更には、数量管理という概念がなく、i) 元々の必要数量を建設局から引き継いでいない、ii) 工事用資材の搬入達成率を把握していない等、完成までの現場管理が難しい。
- 最後に、計画の見直しがなかなか行われない慣習も課題として挙げられる。

【C05-3】既存処分場の運営維持管理業務の見直し・更新

(1) 数量の推計

廃棄物の移動、転圧、路面の整備など、作業ボリュームの見込みが無いまま、感覚的な作業イメージで実践していることが多い。ここで、改めて現地での作業ボリュームの概算数量の把握を行い、必要機材の手配をその数量に基づいて実施するよう、指導した。第3回現地調査時には、Access-4 の路面改善をモデルにこの作業を実施した（図 2-3 参照）。

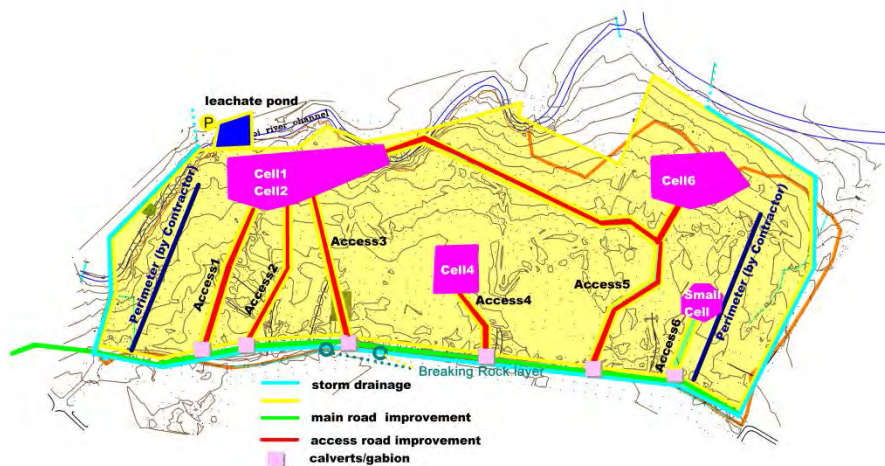


図 2-3 新規改善図（Access-4 に集中して改善する）

(2) 計画とその実践

数量の推計と同時に、重機の手配を含めた小工程を定めて、これを進捗管理するよう指導した結果、Access-4の路面改善には9日間かかることとなり、この9日間の進捗を逐次確認した。

(3) 環境影響の見直し

日中では30℃を超えることもあり、ごみ埋立層内の発酵も進んだため、自然発火による火災が散見された。この自然発火は、ごみの飛散とは異なり、化学的に有害な可能性が高く、影響範囲も大きくなることから、重要な環境対策のひとつとして改めて取り組む必要がある。C/P側と有効な手段を検討しており、第4年次の運営維持管理マニュアルに取り込み、標準的な指導内容のひとつとした。

【CO6】 プロジェクト事業進捗報告書3の作成（第3年次）

第3年次の業務実施状況および第4年次に向けての課題についてプロジェクト業務進捗状況報告書(3)としてとりまとめた。

【DO1】 業務実施計画の検討および関連打合せへの参加（第4年次）

第4年次の業務計画書の内容を検討し、JICAとも打合せのうえ、業務計画書を完成させた。

【DO2】 合同調整委員会（JCC）の定期開催支援（第4年次）

JCCの運営、開催にかかる支援を行い、第6回JCCを2015年7月2日に、第7回JCCを2015年9月30日にナイロビ市役所にて開催した。そして、最終の第8回JCCは2016年3月1日に最終セミナーを兼ねて実施した。

メンバーは表2-3のとおりであり、これに日本人専門家チームが加わった。これらのJCCの様子は以下の写真2-4のとおりであり、議事録を添付Annex 1.7に示す。



第6回（2015.7.2）



第7回（2015.9.30）



第8回（2016.3.1）

写真 2-4 第6回から第8回合同調整委員会（JCC）の様子

表 2-3 合同調整委員会（JCC）メンバー（2016年2月16日時点）

No.	氏名	所属（タイトル）
【ケニア側】		
1	Mr. Tom Odongo	ナイロビ郡 環境・エネルギー・水部門特別委員（大臣） (County Executive Committee Member (C.E.C.M.) - Environment, Energy and Water, NCC)
2	Mr. Solomon Obiero	ナイロビ郡調達局 局長
3	Ms. Immaculate Simiyu	国家環境管理庁（NEMA）
4	Ms. Dorothy N. Kimeu	財務省

No.	氏名	所属 (タイトル)
5	Mr. Morris Okere	ナイロビ郡会計局長
6	Mr. Robert K. Ayisi	ナイロビ郡首席事務官 (County Secretary)
7	Ms. Jane Wamuguru	ナイロビ郡社会サービス局
8	Mr. Victor Ogutu	土地・住宅・都市開発省 (MoLHUD)
9	Mr. John Ojwang	ナイロビ郡都市計画局 局長
10	Mr. N.S. Ogola	ナイロビ郡法務局
12	Mr. Peter Bundi	土地・住宅・都市開発省 (MoLHUD)
13	Eng. Nicholas Nyariki	土地・住宅・都市開発省 (MoLHUD)
【オブザーバー】		
1	Ms. Keiko Sano	JICA ケニア事務所 所長
2	Mr. Kazuhiro Tambara	JICA ケニア事務所 次長
3	Mr. Masahito Miyagawa	JICA ケニア事務所
4	Mr. John Ngugi	JICA ケニア事務所

【DO3】 キャパシティ・アセスメント (第4年次)

NCC の廃棄物管理に係る C/P 個人のキャパシティ・アセスメントを JICA 専門家チーム (JICA Expert Team: JET) と C/P の合同で実施した結果を表 2-5 に示す。また、C/P リストを表 2-4 (C/P 変遷表は添付 Annex 1.8 参照) に示す。なお、C/P トップである審議官は 2016 年 1 月に異動となり、その上司である大臣はほぼ同時に解任された。

表 2-4 C/P リスト (2016 年 2 月 16 日現在)

No.	氏名	所属 (タイトル)
【管理担当カウンターパート】		
1	Eng. Christine A. Ogut	環境・エネルギー・水担当審議官
2	Mr. Isaac Muraya	局長 (DoE)
3	Mr. Samuel Mwangi	プロジェクトマネージャー/廃棄物管理、副局長 (DoE)
【技術担当カウンターパート】		
4	Ms. Patricia Akinyi	プロジェクトコーディネーター (DoE)
5	Ms. Margaret Kariuki	CBO 連携/住民理解促進 (DoE)
6	Mr. Duncan Miheso	廃棄物収集・運搬 (DoE)
7	Mr. James Otiende	廃棄物収集・運搬 (DoE)
8	Mr. Moses Kamau	CBO 連携/住民理解促進 (DoE)
9	Mr. Jane Kamau	財務管理 (DoE)
10	Ms. Esther Ndegwa	財務管理 (County Treasury, NCC)
11	Ms. Nancy Mutai	組織構築 (Department of Human Resources Management, NCC)
12	Mr. Richard Masinde	環境計画・管理、副局長代理 (DoE)
13	Mr. Roy Onyango	最終処分、副局長 (DoE)
14	Mr. Lawrence Mwangi	処分場管理 (DoE)
15	Mr. Edwin Murimi	廃棄物管理運営 (DoE)

上記の現在のカウンターパートの組織構成を、組織図として図 2-4 に示す。

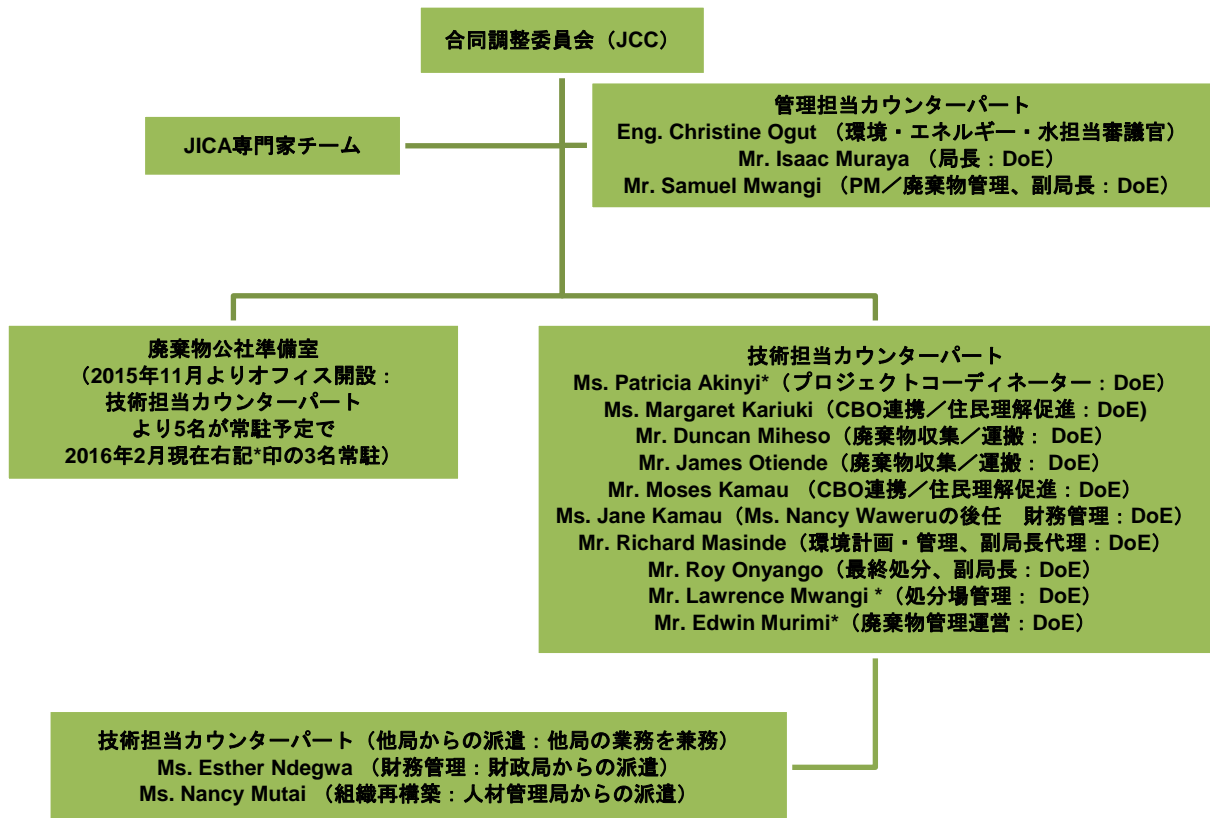


図 2-4 カウンターパートの組織構成 (2016年2月16日現在)

表 2-5 キャパシティ・アセスメント調査結果（第4年次）

レベル	評価項目	評価（5段階：1が低、5が高）					評価結果概要
		1	2	3	4	5	
個人	【サミュエル・ムワング】 廃棄物管理					●	廃棄物全般の知識が向上してきている。(75-100%)。また、環境社会配慮については、全て100%である。廃棄物管理に係る調査に関して、計画や実施監理が行えるレベルになりつつある。(75%)。廃棄物管理向上に対する姿勢、職務に対する責任感、全において100%である。
	● 知識（廃棄物管理全般、廃棄物の排出・貯留、収集・運搬等各プロセスに関する知識など）					●	
	● 技術・スキル（自分が実際に遂行できる業務能力など）					●	
	● 意識（就業態度、責任感など）					●	
	【マーガレット・カリユキ】 CBO連携・住民理解促進						廃棄物全般の知識が向上してきている。(50-75%)。特に収集や運搬の技術的な側面についても、理解が深まっている(75%)。社会調査系の再委託仕様書を作成し、再委託管理が出来るレベルになりつつある。(75%)。廃棄物管理向上に対する姿勢、職務に対する責任感等は100%である。
	● 知識（廃棄物管理全般、廃棄物の排出・貯留、収集・運搬等各プロセスに関する知識など）					●	
	● 技術・スキル（自分が実際に遂行できる業務能力など）					●	
	● 意識（就業態度、責任感など）					●	
	【ダンカン・ミヘン】 廃棄物収集・運搬						コンボストのメカニズム、初期環境調査の知識が不足している(25-50%)。概ね75~100%である。全て100%である。
	● 知識（廃棄物管理全般、廃棄物の排出・貯留、収集・運搬等各プロセスに関する知識など）					●	
	● 技術・スキル（自分が実際に遂行できる業務能力など）					●	
	● 意識（就業態度、責任感など）					●	
【ジェームズ・オナイエンデ】 廃棄物収集・運搬						概ね75%-100%である。概ね75%-100%である。100%である。	
● 知識（廃棄物管理全般、廃棄物の排出・貯留、収集・運搬等各プロセスに関する知識など）					●		
● 技術・スキル（自分が実際に遂行できる業務能力など）					●		
● 意識（就業態度、責任感など）					●		

レベル	評価項目	評価 (5段階: 1が低、5が高)					評価結果概要
		1	2	3	4	5	
個人 (つづき)	<p>【モーゼス・カマウ】 CBO 連携・住民理解促進</p> <ul style="list-style-type: none"> ● 知識 (廃棄物管理全般、廃棄物の排出・貯留、収集・運搬等各プロセスに関する知識など) ● 技術・スキル (自分が実際に遂行できる業務能力など) ● 意識 (就業態度、責任感など) 				●		組成調査の方法等を含め、廃棄物管理全般の知識が深まっている。(概ね 75%)。
			●				住民参加や再委託仕様書の作成など、実務経験を積み重ねている。(50%)。
				●			概ね 50%である。
	<p>【ジェーン・カマウ/エスター・デグア】 財務管理</p> <ul style="list-style-type: none"> ● 知識 (廃棄物管理全般、財務計画・管理一般、特別会計、PPP 契約・料金徴収などに関する知識など) ● 技術・スキル (自分が実際に遂行できる業務能力など) ● 意識 (就業態度、責任感など) 				●		特別会計についての知識が深まっている (50~75%)。その他の概ね 50~75%である。
					●		特別会計についての技術が向上している (50%)。その他は概ね 50~75%である。
						●	問題への対応やその取組についての認識が向上している。
	<p>【ナンシー・ムタイ】 組織構築</p> <ul style="list-style-type: none"> ● 知識 (廃棄物管理全般、廃棄物の排出・貯留、収集・運搬等各プロセスに関する知識など) ● 技術・スキル (自分が実際に遂行できる業務能力など) ● 意識 (就業態度、責任感など) 				●		廃棄物管理公社への理解が深まり、全般に知識レベルが向上し、概ね 75%である。
					●		概ね 75~100%である。
						●	他の関係部署とのコミュニケーションに向上が見られ、概ね 75~100%である。
	<p>【ロイ・オニヤンゴ】 最終処分</p> <ul style="list-style-type: none"> ● 知識 (廃棄物管理全般、組織、廃棄物管理公社準備室の設立に関する知識など) ● 技術・スキル (自分が実際に遂行できる業務能力など) ● 意識 (就業態度、責任感など) 					●	概ね 100%である。
						●	ごみ排出量調査と財務に関する技術・スキル以外は 100%である。
						●	100%である。

表 2-5 に示した NCC の廃棄物管理に係る個人のキャパシティ・アセスメントの結果の、A. 知識、B. スキル、C. 意識のカテゴリー別平均値の昨年度からの推移を表 2-6 および図 2-5 に示す。概ね全てのカウンターパートが全てのカテゴリーにおいて着実にキャパシティを伸ばしていることが分かる。

表 2-6 キャパシティ・アセスメント（個人）調査結果の変化

	カテゴリー	2012/2013	2013/2014	2014/2015	2015/2016	初年度からの変化
サミュエル・ムワンギ* (廃棄物管理)	知識	61.6	64.8	N/A	84.7	23.1
	スキル	38.9	58.3	N/A	70.8	31.2
	意識	85.7	75.0	N/A	100.0	14.3
マーガレット・カリユキ (CBO 連携・住民理解促進)	知識	34.4	47.8	61.0	68.4	34.0
	スキル	31.0	38.0	61.0	62.7	31.7
	意識	72.5	70.0	70.0	90.9	18.4
ダンカン・ミヘソ (廃棄物収集・運搬)	知識	51.5	73.1	86.5	84.6	33.1
	スキル	64.7	72.1	79.4	83.8	19.1
	意識	71.9	93.8	87.5	100.0	28.1
ジェームズ・オティエンデ (廃棄物収集・運搬)	知識	67.3	91.5	98.1	96.6	29.3
	スキル	58.8	91.2	98.5	89.7	30.9
	意識	68.8	93.8	100.0	100.0	31.2
モーゼス・カマウ (CBO 連携・住民理解促進)	知識	34.3	52.2	58.7	68.2	33.9
	スキル	30.0	38.0	49.0	60.0	30.0
	意識	50.0	52.5	59.1	70.0	20.0
ジェーン・カマウ/エステル・デグア (財務管理) **	知識	33.8	48.0	55.4	71.6	37.8
	スキル	36.4	48.9	52.3	67.4	31.0
	意識	65.8	70.8	75.0	87.5	21.7
ナンシー・ムタイ (組織再構築)	知識	36.8	50.0	57.9	72.4	35.6
	スキル	34.0	45.0	51.7	66.7	32.7
	意識	70.8	75.0	79.2	87.5	16.7
ロイ・オニャンゴ (最終処分場)	知識	N/A	N/A	83.3	98.2	14.9
	スキル	N/A	N/A	79.2	98.5	19.3
	意識	N/A	N/A	100.0	100.0	0.0

注 1*： サミュエル・ムワンギは 2015 年 1 月中旬より 2 月末まで長期休暇のため、2014-15 年度のアセスメントが未了。

注 2**： ナンシー・ワエルおよびエステル・デグアは共同で財務管理のカウンターパートとして活動していた。2014 年 9 月にナンシー・ワエルは、ジェーン・カマウと交代したものの、2012 年 12 月までは引き続きでカウンターパート業務に従事していたため、評価の継続性を勘案して、今年度もナンシー・ワエルおよびエステル・デグアのキャパシティの平均値を算出している。

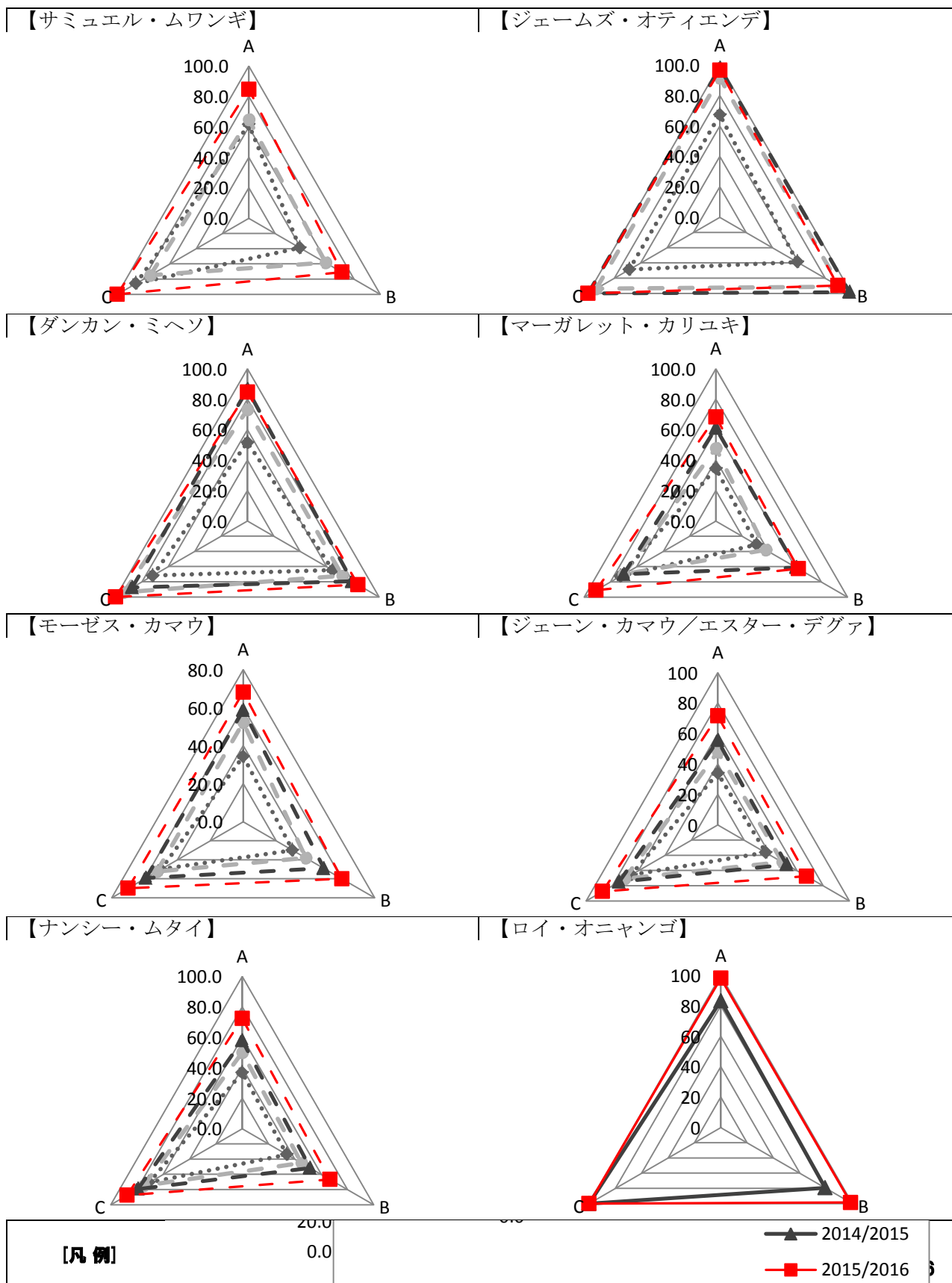


図 2-5 キャパシティ・アセスメント（個人）調査結果レーダーチャート

次に組織のキャパシティ・アセスメント調査の結果を表 2-8、第 1 年次からの推移（5 段階評価）を表 2-7 および図 2-6 に示す。「民間との連携」に関する能力は第 1 年次から第 3 年次までは変化がなかったものの、最終年度において、フランチャイズ制導入パイロットプロジェクトの実施のレビューにおいて、評価を下げる結果となった。しかし、その他のカテゴリーにおいて着実に能力強化が図られていることが分かる。

表 2-7 キャパシティ・アセスメント（組織）調査結果の変化

カテゴリー	2012/2013	2013/2014	2014/2015	2015/2016	初年度からの変化
組織（会計局関連）	2.27	2.73	3.00	3.18	0.91
組織（その他）	2.00	2.25	2.50	2.50	0.50
民間との連携	4.13	4.13	4.13	3.50	-0.63
住民との連携	1.25	2.00	2.25	2.25	1.00
制度・社会	2.17	2.67	3.00	3.33	1.17

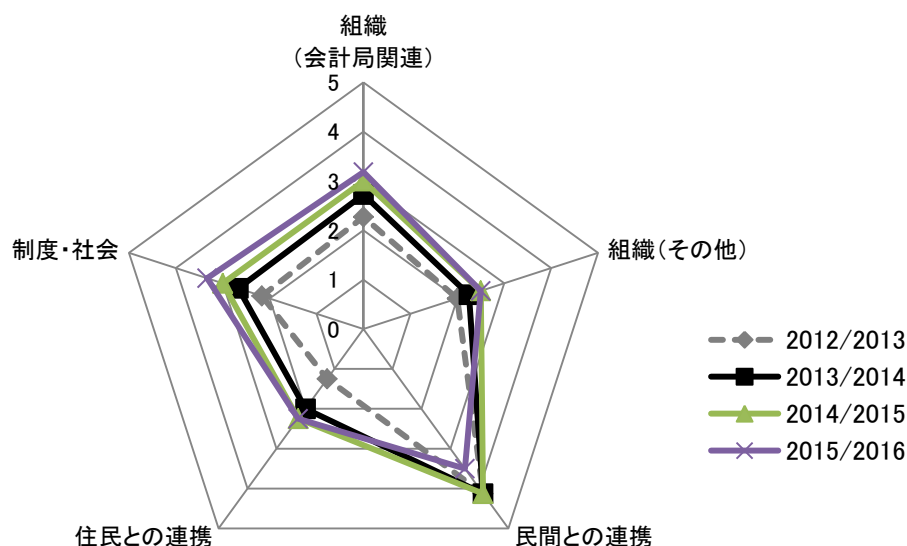


図 2-6 キャパシティ・アセスメント（組織）調査結果の変化（レーダーチャート）

表 2-8 キャパシティ・アセスメント (組織) 調査結果 (第4年次)

レベル	評価項目	評価 (5段階: 1が低、5が高)					評価結果概要
		1	2	3	4	5	
組織 (環境局) ただし、 *は会計局 に関連	<ul style="list-style-type: none"> 実施機関の組織構成 (部局の構成、意思決定メカニズム、調整能力、職種設定、職員数、人材管理など) 			●			<ul style="list-style-type: none"> 重複した業務分担保および過剰人員状態の縦割り組織環境局においては、NCC 全体の組織上の問題同様、非効率的な重複した業務分担保が依然存在する。これらの組織上の問題が人材活用を非効率にしており、意思決定を緩慢にしている。しかしながら、2015/16 財政年度より、廃棄物公社準備室が設置され、5 名の専業スタッフが配置されることとなった。スタッフの配置は遅れているものの、これにより業務の効率化の改善が期待される。 環境局内および他の局との調整・連絡の不足 カウンタート間の情報および知識の共有は依然十分でないものの、2015/16 財政年度後半からの廃棄物管理公社準備室の稼働により、カウンタート間コミュニケーション・連携が改善されることが期待される。 不明確な業務分掌 環境局のパフォーマンス目標は存在するものの、職員ごとの業務分掌が不明確である。廃棄物管理公社準備室の設置により、専業スタッフの業務分掌がより明確化されることが期待される。 2014 年 1 月には同会計用の専用銀行口座が開設され、より透明性のある収支管理が可能となったものの、フランチャイズ・パイロット・プロジェクトの遅延により、廃棄物特別会計の収支改善は遅延している。 廃棄物公社準備室の運営予算は、2015/16 財政年度から予算が確保されたものの、キャッシュフロー不足により予算執行は遅延した。 廃棄物管理に必要な予算がタイムリーに執行されない原因は、主に予算のスムーズな執行のための年間キャッシュフロー計画が策定されておらず、月ごとの支出をカバーするための月ごとの収入が計画的に入っていないことによるものである。
組織	<ul style="list-style-type: none"> 財政 (財務管理、経費、収入など) * 			●			

レベル	評価項目	評価 (5段階: 1が低、5が高)					評価結果概要
		1	2	3	4	5	
組織 (つづき) 組織 (環境局) ただし、 *は会計局 に関連 (つづき)	● 施設・機材整備のための財政能力*			●			● NCCの複雑な調達手続きは改善されておらず、依然故障した車両の修理に長い時間がかかっている。このため、スベアパーツの調達に時間がかかり、廃棄物管理サービスの持続的な提供の障害となっている。本プロジェクトにて提案されている複雑な調達手続きの簡素化により、施設・機材調達の迅速化が期待される。 ● フランチャイズ・パイロット・プロジェクトの開始により、フランチャイズ業者の施設・機材の効率的な活用が可能となった。
	● 現在の廃棄物料金および徴収システムの適切さ		●				● Plotからの徴収料金の目標額および徴収料金は昨年と同様、目標額 200KSh に対し徴収料金は 62KSh であった。(62/200=31%) →31% ● ダンドローラの目標料金収入額は 94,900,000KSh (2,600t/day×365 days×100KSh/t) で、収入実績は 31,835,000 KSh (318,355t/year×100KSh/t : 2014年7月~2015年6月の搬入実績より推計)であった。 (31,835,000 / 94,900,000=34%) →34% 収入実績が目標を大きく下回っているのは、ダンドローラの環境悪化により業者が搬入を嫌がり他の場所などへ不法投棄していることが原因と考えられる。また、3年次よりも下がっている理由も昨年よりもダンドローラのアクセス道路の状況が悪化し、車輛の故障の原因になっていることから業者が搬入を避けていることによると思われる。 4年次は (31%+34%) /2= 32% (3年次 : 51%) ● 2015年度は昨年度に購入した 31 台の収集車両が稼働している。 →100% ● ダンドローラで稼働中の重機は 7 台で、2,600 トンのごみを捌くのに必要な重機は 8 台。 →88% ● ごみ収集車両の燃料不足の解消については (1-6 trucks/6 days) % =0% で昨年と同様改善されていないかつた。 →0% ● 修理部品の調達時間の短縮は、目標は 7 日間以内であるが実際は 90 日間がかかっており昨年と同様改善されていなかった。 →8% 4年次は (100%+88%+0%+8%) /4=49% (3年次と同じ)
	● 物的資産 (処分場、機材、資材など)			●			

レベル	評価項目	評価 (5段階: 1が低、5が高)					評価結果概要
		1	2	3	4	5	
組織 (つづき) 組織 (つづき) 組織 (つづき) 組織 (つづき) 組織 (つづき)	● 知的資産 (機材メンテナンス、各種統計情報、管理用マニュアルなど)					●	● メンテナンス機材の管理は昨年と同様、紙面で行われていた。 ➡100% ● 各種統計情報は、昨年と同様、ダウンロードでの計量値や経理情報は電子データで管理され、車両メンテナンス、運行記録や出退勤記録は紙ベースでの管理が行われていた。 ➡50%。 ● 収集運搬に係るガイドブックの作成終了。 ➡100%。 ● 4年次は (100%+50%+100%) /3=83% (3年次: 50%)
	● コンピュータシステムによる管理			●			● 計量所、経理情報はコンピューターによる管理が行われていた。 ➡100%。 ● 出退勤や車両運行のコンピューター管理は行われていなかった。 ➡0%。 ● 4年次は (100%+0%) /2=50%: 3年次と変化なし。
	● 組織内での情報共有および業務連携					●	● 担当局内での①電話連絡や②会議は十分であった。 ➡100%。 ● C/Pのプロジェクトに関する意識が向上し業務の連携が充分に取れるようになった。 ➡90% ● 他部局との業務連携は 70%。 ● 4年次は (100%+90%+70%) /3=87% (3年次: 63%)
	● 作業員の労務管理				●		● 出退勤管理はペーパーで行われていた。 ➡75%。 ● 執務状況管理は 2年次から改善されていなかった。 ➡50%。 ● 4年次は (75%+50%) /2=63% (2年次から変化なし)
	● 受入廃棄物の管理、処理能力・方法等			●			● 受入廃棄物の管理における業務マニュアルは第1版が作成された。 ➡50% ● 処分場のアクセス道路整備、排水溝の整備は 2013年に開始され、2016年第2四半期に完成予定。 ➡75% ● 周囲の塀は2013年から建設中で、2015年は75%終了。 ● 受入れ廃棄物の処分能力については2年次に一部改良が進み能力アップが図られた。 ➡25%。 ● 処理方法については衛生埋立工法のパイロットプラントを設置し、実験中。 ➡50% ● 4年次は (50%+75%+75%+25%+50%) /5=55% (3年次: 40%)

レベル	評価項目	評価 (5段階: 1が低、5が高)					評価結果概要
		1	2	3	4	5	
組織 (環境局) ただし、 *は会計局 に関連 (つづき)	<ul style="list-style-type: none"> ● 収集運搬効率の改善の現状 			●			<ul style="list-style-type: none"> ● 車両稼働率 (実稼働日数/予定稼働日数) は(82/204) = 40%であった。(2015年10月5日~2015年10月18日データより) 3年次の22%よりも上昇しているのは新しい車両が配備されたためである。 ● 稼働率 (実積重量/積載容量) は、51%であった。(2014年11月~2015年10月データより) 3年次は92%と大きかったが、これは車両数が少なかったにも関わらず積載量が増えていることから、無理な積み込みがあったためと考えられる。 ● 4年次は (40%+51%) /2=46% (3年次: 57%)
その他の 組織上の 仕組み (つづき)	● 廃棄物管理システムのノウハウ			●			● 本プロジェクトの第1年次から第4年次のオンザジョブ・トレーニングを通じて、廃棄物管理システムの実際のノウハウの向上が見られた。
	● 廃棄物統計情報の整備状況		●				● 廃棄物統計情報は、ダンドーラ処分場における廃棄物処理量の日別データ以外には十分に活用されていない。2015/16 財政年度後半以降、廃棄物公社準備室の設置により、廃棄物統計情報の整備が進むことが期待される。
	● 廃棄物管理業務効率化のためのマニュアルの整備			●			● JET によるフランチャイズ制ガイドライン (案) の作成が終了し、より実用的なガイドラインにすべくナイロビ市側の意見を聞き最終化した。今後の活用が期待される。
	● ドキュメント・ファイリングシステム		●				● 体系的なドキュメントのファイリング・システムは依然存在しないものの、廃棄物公社準備室におけるファイリング・システムの整備が期待される。
	● PPP (事業委託、民間委託など) の現状		●				<ul style="list-style-type: none"> ● コントラクターへの委託率 ➡66% ● 最終処分場運営は昨年同様直営であった。 ➡0% ● 修理工場運営は昨年同様直営であった。 ➡0% ● 道路清掃は CBD で委託化された。 ➡30% ● 4年次は (62%+0%+0%+30%) /4=23% (3年次: 16%)
	● 民間事業者の許認可制度				●		● 許認可発行管理業務は適切に行われていた。 ➡100%
環境局における民間との連携	● 民間事業者との契約方式およびモデル契約書				●		● 許認可発効後の監督業務は適切に行われていた。 ➡30%
					●		● 4年次は(100%+30%)/2=65% (3年次: 50%)
							● 契約書は取り交わしているが、適切さに欠ける部分があった。 ➡70% (3年次と同じ)

レベル	評価項目	評価 (5段階: 1が低、5が高)					評価結果概要
		1	2	3	4	5	
組織 (つづき) 環境局にお ける民間と の連携 (つづき)	● 民間委託における委託金額の算出方法の適切さ					●	● ダンドローラの計量値や重機使用料金は適切に管理され ていた。 ➡100%
	● 民間事業者への発注方式		●				● 競争入札仕様書では零細 PSP 対策が十分に盛り込ま れていなかった。また入札結果審査に想定された時間 以上を要しPPの開始が遅れた。 ➡30%
	● 民間委託における管理指標設定の適切さ				●		● PPの実施後新たに3つのゾーンでのフランチャイズ 制導入を開始しており民間委託化に向けた管理は進展 している。 ➡80%
	● 民間委託における監視・モニタリング体制			●			● PPゾーンにおける違反操作 PSP の監視・モニタリン グは PP 開始当初は機能したがその後は不十分で違反 収集が横行した。➡20%
	● 不法投棄・オープンダンピングに対する法的規制				●		● コントラクターの収集車両には、NCC サブカウンテ イのスーパーバイザーが必ず同乗しており、適切に監 視、監督されていた。➡80%
	● 廃棄物管理に関する住民の理解促進および意識向 上のための取り組み			●			● 4年次は(20%+80%)/2=50%。(3年次:100%であった が、PPゾーンにおける不法操業者の取締り・モニタ リングが不十分だったため、4年次の評価が下がっ た。) ● 市の条例 (General Nuisance および SWM に関する条 例) に従って取締りが実施され、不法投棄のごみ量は 減ってきているが、今後とも引き続き不法投棄防止に 向けた取り組みが必要である。 ➡70%。
						● WEMAK による提訴で、裁判所より廃棄物収集運搬業者 への取締り中止勧告が出されている中、WEMAK 関係者 との和解協議や大型アパートやホテル、企業などを訪問 してフランチャイズ制の理解促進を試みた。 ● 広報資料の管理 ● 通常のパンフレットの他、クリーンアップ活動で使用 される T シャツや帽子を作成した。これら資料はサ ンプルを少数保管している。 ● 意識啓発キャンペーンの実施回数 ● 意識啓発キャンペーンのべ39回実施された。 ● クリーンアップ活動実施回数 ● サブカウンティにおいて80回実施、毎月1回の定例クリ ンアップを6回、PP対象地域において3回実施した。	

レベル	評価項目	評価 (5段階: 1が低、5が高)					評価結果概要
		1	2	3	4	5	
環境局における民間と組織の連携(つづき)	● NGOs/CBOsとの連携		●				● CBO リスト管理 CBO リストは必要時に更新しているのみで、定期的な更新とはなっていない。
	● 分別回収・3R 推進などに関する NGOs/CBOs に対する支援の現状		●				● 取扱リサイクル可能物別リサイクル会社リストの更新 リサイクル会社のリストは更新された。
	● 市民からのクレーム処理の現状	●					● CCN の仲介によって成立したリサイクル会社と NGOs/CBOs の取引成立件数 NCC の紹介による取引が 2 件成立した。 ● 市民からのクレーム対応 クレームの適切な記録がなされていない。
制度・社会	● 廃棄物管理に関する制度 (廃棄物管理政策、廃棄物管理に関する法律・条令、廃棄物管理に関する規制・基準など)				●		● 廃棄物管理の基本法は従来から存在しなかったため、フランチャイズ制をはじめとする収集・運搬事業その他の廃棄物管理の法律・制度的枠組みを整備する必要性が認識され、2015 年 11 月に SWM Law が制定された。現在実施中のフランチャイズ制はあくまで、パイロットプロジェクトであるが、今後ナイロビ市全域でフランチャイズ制を導入する際には、制定された SWM Law が基本法としてサポートすることになる。
	● 廃棄物処理に係わる正または負の社会規範の存在 (慣習、民族、階層など)			●			● 本プロジェクトで実施中のコミュニティ・ベースのパイロットプロジェクトを通じて、環境を保護するという文化および価値観が改善されつつある。
	● 廃棄物の定義の適切さ				●		● 法制化された Solid Waste Management Law の枠内で廃棄物の定義が明確化された。
	● 廃棄物の管理責任の明確さ				●		● 法制化された Solid Waste Management Law の枠内で廃棄物の管理責任が明確になったものの、運用面は現在策定中の SWM Management Law に対応した NCC Regulation により規定される。
	● 廃棄物の分類とコード化			●			● 法制化された Solid Waste Management Law に対応した NCC Regulation により、廃棄物の分類とコード化を促進する規則の整備が期待される。
	● 廃棄物に関するデータベース化		●				● 廃棄物に関するデータベースは、ダンドローラ処分場における廃棄物処理量の日別データ以外は、依然整備されておらず、今後、設置される廃棄物公社準備室において、データベースが整備されることが期待される。
							注：達成度 20%未満を評価 1、達成度 40%以上 60%未満を評価 2、達成度 60%以上 80%未満を評価 3、達成度 80%以上を評価 5 とした。

【D04】 住民啓発活動

第3年次の状況を鑑み、引き続き住民啓発活動を実施した。

フランチャイズ制について周知するため、今後、引き続き宗教施設や商業施設でのインフォメーションデスク設置を実施する予定である。この際に配布するちらしを作成した。

昨年度までの経験を踏まえ、1)NCC スタッフが個別に対象者を訪問しメッセージを伝える方法と、2)マスメディアを活用しナイロビ市民全体に呼びかける、2つのアプローチを検討した。

まず、NCC スタッフが個別に訪問する対象者として、大規模事業者、政府機関、地元行政官、その他組織等をリストにして、順次、NCC スタッフが訪問する事とした。相手先にあわせて NCC 幹部が直接訪問する事になっていたが、スケジュールが合わず、結局一部の大規模事業者への訪問が実現したのみで、継続的に住民啓発活動を実施できたのは、これまでと同様に教会での啓発活動のみであった。ただし、これまでの教会での活動にはなかった「啓発用ビデオ」の上映を行い視覚的にもメッセージを伝わりやすいものとした。



図 2-7 教会で配布されたパンフレットと上映された3分間の啓発用ビデオ

また、ナイロビ市民全体へ呼びかける手段として、新聞広告、ラジオ番組、テレビコマーシャルを使った啓発活動の検討を行った。予算の関係から新聞広告とラジオ番組を NCC 側が、テレビコマーシャルを JET 側がそれぞれ負担する事とし、新聞広告を打った直後に、ラジオ番組を開始、同時にテレビコマーシャルを放映し、広告の効果を最大限に引き出す計画であった。しかし、残念ながら NCC 側の予算執行が遅れたため、実際には、下表にあるテレビコマーシャルを2週間の期間で放映したのみとなった。なお、テレビ放送は全国区の放送になるが、新聞やラジオについては、ナイロビ郡或いは特定の地域だけを対象にした広告を打つ事が可能である。

表 2-9 放映したテレビコマーシャルの概要

放送局	Citizen TV		
対象地域	全国	推定視聴者数 (ナイロビ)	凡そ 100 万人
内容	<ul style="list-style-type: none"> ・ 廃棄物の適正管理について ・ 新システム (フランチャイズ) への移行について 		
期間	10月26日~11月8日 2週間		
回数	3分バージョン	2回 (1種類)	
	30秒バージョン	19回 (3種類)	
	15秒バージョン	48回、(3種類)	



15秒バージョン (3種類)



3分バージョン

図 2-8 放映されたテレビコマーシャルの1シーン

【D05】最終処分場の管理・運営改善に係る指導

昨年度（2014/15年度）から今年度（2015/16年度）にかけて、以下のとおりダンドーラ処分場を取り巻く状況が変わってきている。

(1) ダンドーラ 41 地区の治安の悪化

ダンドーラ処分場の東端では、41地区という行政区画が隣接している（図 2-1 参照）。処分場東側の入口では、ここ数年は、ハンドカート用の入退場と、DoE の直営車両が、生ごみ主体で有価物を伴わない廃棄物を搬入する際に利用されていた。しかしながら、2014 年ごろから入口外側での不法投棄が進んでしまい、一旦は重機による支障物の除去により解決したものの、降雨により車両の通行が困難になるたびに、入口付近での不法投棄が行われ、現在では整備が追いつかない状況である。更には、この地区では特に治安の悪化が進み、廃棄物の搬入が管理できていない状況が散見される。不法投棄の原因は、この降雨後のアクセスの脆弱化と治安の悪化の双方によるものと判断される。

(2) ダンドーラ処分場の危機的状況の報道

デイリーネーション紙（Daily Nation）等のケニア国の主要な報道機関は、これまでダンドーラ処分場がナイロビで唯一の処分場であること、既に残余量が少ないこと、周辺への環境影響がしばしば不安視されてきたことなどを報道してきたが、2015 年末から 2016 年年明けにかけて、同処分場がさらに危機的な状況に陥っていることを以下のように報道した。

- 間もなく、ダンドーラ処分場へのアクセスが出来なくなる可能性がある。
- 「廃棄物の処分のため、ダンドーラに行く場合、車をガレージ行きにしなければならない」といわれており、民間業者による廃棄物事業は持続できるものではないと考えられている。（注*：ごみがアクセス道路上に散乱しているほか、アクセス道路の排水が機能していないため、収集車両が故障し修理に出さないといけなくなるという意味。）
- 処分場のメイン道路となっているジョン・オソゴ道路（John Osogo Road）に対し、1億 8 千万 KSh を投入して改修すると道路担当部局が公表した。
- NCC は、ダンドーラ処分場の 5 ヶ年の延命化計画を進めることとなった。NYS（National Youth Service）と陸軍が協働し、実施する。併せて、280 億 KSh の処分場のごみを利用した発電計画を EMC Solutions 社と提携する。

- これらの原因となっているもののひとつとして、新規処分場候補地であるルアイは、バードストライクの恐れがあることから、KCAA (Kenya Civil Aviation Authority) が許可しない状況である。

このような背景の下、ダンドーラ処分場の改善が急務であるとして、NCC は NYS に協力を仰ぎ、”ACTION PLAN FOR IMPROVEMENT OF DANDORA DUMPSITE”を策定し、2016 年の 2～4 月に掛けて実施することとなっている。このアクション・プランの概要は以下のとおりである。

- アクセス道路の改善 (4 月)
- 処分方法の再構築 (2-4 月)
- 財政確保 (2-4 月)
- 保有機能の最適化 (2-4 月)
- 外部機能の最適化 (2-4 月)
- 処分場の現状機能の見直し
- 保安・適正執行の整備 (2-4 月)

なお、2016 年 2 月時点では、ダンピング・エリアへのアクセス道路の改善については、碎石の敷設と排水用のカルバートの搬入・設置を残し、2～3 週間程度の工程で改善が可能であるが、碎石の調達には建設局への再三の依頼にも係わらず遅延が続いているところである。また、メイン道路のジョン・オソゴ道路の改善は 2016 年 10 月の完了を目指して、一般入札を行うこととなったため、通常の入札のプロセスを経ることとなったが、今まで廃棄物車両しか通れなかった部分にも一般車両が通行できるよう、計量所など廃棄物関連施設を道路から引き込み、一般道路としての機能も回復する予定である。現在は、西側からのみの搬入でなく、東側からの搬入を実施し、ジョン・オソゴ道路沿いに、仮のダンピング・エリアを設置し、受入体制を確保している。NYS は主に支障となる廃棄物の移設を担当しており、ダンプトラックも確保しているため、支障物の除去は凡そ達成した。よって、全ての緊急改善が達成されるのは、2016 年度に入ってからになる。

これらのアクション・プランは、知事 (Governor) 自らが指揮を執り進めたこともあり、計画の組成までに要した時間が非常に短かった。また、2014 年から指導してきた内容は、より現場に近いものであるため、実際の計画の進捗管理に活かせるよう、プロジェクトでは、指導内容をガイドラインとして、4 つの書類にまとめている (添付 Annex 4.4～4.7 参照)。

第 3 年次に把握した既存処分場の課題に対する解決策を具体的に、計画的に実施し、今後も C/P が自ら計画的な運営維持管理ができるよう以下のとおり活動を行った。

【D05-1】既存処分場の運営維持管理業務の見直し・更新に基づく改善の実施

(1) ダンピング・エリアまでのアクセス道路の整備

碎石の調達は、2015 年 9 月 2 週目より、現状運用部分に十分な調達が行われ、路面の整備が行われた。ダンピング・エリア内を除き、現状のアクセスではかなり効果が出ている。アクセス道路は、現在の小さなルートを最優先で整備することに変更したため、効率的にはなっている。碎石の搬入予定量は、4,000t であり、今回はそのうち 2,500t が入荷予定となっている。このうち、半数近くが搬入されているものの、2,500t の碎石全てが搬入されるのは 2016

年3月の予定である。残りの数量も2015年度中に搬入予定とされているが、2016年2月現在、新たな入荷は確認されていない。この数量は建設局（City Engineers Department）がDoEの依頼を受けて算出したものである。JET 専門家の試算によれば、ダンピング・エリアへのアクセス道路改善だけで約3,000t程度は必要と推測され（碎石の比重=1.7、巻き出し厚さ=60cm、道路幅=5m、長さ600mとして試算）、ジョン・オソゴ道路の改善を含めると若干不足するものと思われるが、ジョン・オソゴ道路が別途事業（一般入札）となったため、現在の搬入予定量で場内アクセスを確保できるものと思われる。

併せて、ドレーン（深さ、幅がそれぞれ80cm～1m程度の矩形の開水路）整備用のカルバートも入荷予定であったが、実際は60cmのヒューム管を考えているようでもあり、2016年2月時点では予定数のカルバート（あるいはヒューム管）の入荷は確認できていない。

また、ジョン・オソゴ道路でのアクセス道路の改善は、西側からAccess-3までの改善の見込みが立っている。一方で、全体工事数量ならびに作業工程を計画しておらず、整備工事の工程管理が行われるまでは至っていない。このようにドレーン設置の優先度が上がらないこと、また計画に工程が入らないところは改善の必要がある。

入ってきた碎石を利用することはできるが、必要数量を現地で把握していないところが課題であり、ここを強化する必要がある。必要数量を把握した上での工程管理は何度も指導してきたため、最終的に処分場維持管理ガイドラインに記載することとした。

以上の課題を今後も継続的に改善できるよう、処分場維持管理ガイドラインを策定した。

(2) ダンドーラ処分場の改善作業

第3年次から実施しているダンドーラ処分場の改善作業では、最終年次になり、以下の項目で改善が見られた。

1) NYSとNCCの協働によるダンドーラ処分場の緊急改善事業

2015年末の報道等を受けて、知事直轄の指揮の下、ダンドーラ処分場の緊急改善事業が実施されることとなった、前述した”ACTION PLAN FOR IMPROVEMENT OF DANDORA DUMPSITE”の内、特にNYSと協働する部分の事業は以下のとおりである。

- ジョン・オソゴ道路上の廃棄物除去と道路改善
- ダンピング・エリア Cell2とCell4の整備
- 41地区の不法投棄廃棄物の除去
- ダンドーラ処分場周辺の廃棄物の除去

上記作業の2016年2月時点での状況は以下のとおりであり、今後は完了部分の状況を維持することに注力するとともに未完了の項目について早急に完了させることが必要である。

- ジョン・オソゴ道路上の廃棄物除去（完了）、道路改善（未完了）
- ダンピング・エリア Cell2とCell4の整備（実施中）
- 41地区の不法投棄廃棄物の除去（完了）
- ダンドーラ処分場周辺の廃棄物の除去（実施中）

2) 処分場管理要員の増加

調査開始当初は13名で実施していた現場管理業務も、



写真 2-5 処分場職員出欠表

最終年次には 18 名まで増員され、作業箇所や担当についても明確な配置が行われるようになった（写真 2-5 参照）。

一方で、現場を統括する処分場管理マネージャー（Dumpsite Manager）と処分場管理副マネージャー（Deputy Dumpsite Manager）はそれぞれ 1 名で、交替の要員がいないため、シフトを組めていない。

3) 廃棄物のダンプ作業、有価物の積込作業の時間

ダンドーラ処分場では、民間収集業者（Private Service Provider: PSP）が廃棄物をダンプした後、有価物だけを隣接する有価物集積所まで運搬するため、再度積載する作業が繰り返されている。この作業に要する時間は 1 台当たり、荷下ろしに 1 時間、有価物再積込に 30 分必要である。この間、ダンピング・エリアからの退出は行われない。

この 1 台の PSP 車両の滞留時間の長さが、ダンピング・エリアの混雑を招き、非効率な処分となる主要因のひとつである。アジアの開発途上国では見られない、特徴的な方法である。前述したアクション・プランでは、この点の改善も実施対象となっており、場内共用の有価物専用運搬車両の導入など、効果的な改善が期待される。

4) 火災対策の改善

ダンドーラ処分場では、7～9 月および 1～3 月の乾季に、廃棄物の埋立層内の温度が上がり、廃棄物の発酵により生成したメタンガスなどの可燃性ガスがなんらかのきっかけで発火し、火災が発生することが多い。

現状の火災対策としては、場内滞留水での消火と転圧（写真 2-6 参照）が主なものである。消防車両は、昨年 1 度だけ場内で作業を行ったが、消火用車両の整備は現状ではなされておらず、またポンプ等の消火機材もない。今後、アクセス道路が整備されれば、消防車両や排水ポンプの活用など、選択肢が広がるものと思われる。

今後の火災対策は、現状では資材の調達もされていないが、ガス抜き管の設置など抜本的なものから、消火用覆土を予め場内にストックするヤードを整備する等、より効果的な改善が期待される。



火災の発現

滞留水の利用

放水

バケットでの転圧

写真 2-6 火災消火作業の様子

5) 月次でのモニタリング

JICA による終了時評価において、プロジェクトの進捗管理を月単位で行うこととなり、最終処分対策においても以下の項目で実施されるようになった。

- 福岡方式の導入準備（Piloting）
- ダンドーラ処分場改善の提案
- 最終処分マニュアルの作成

このうち、2点目、3点目は JET からの提案を受ける形で実施するとのことで、各種ガイドラインが4点とも揃うことで、NCC 側で最終化される予定である。

6) プロジェクトの実施により達成したダンドーラ処分場の改善

ダンドーラ処分場での改善は、部分的ではあるが、以下のことを達成した。

- 民地との境界のコンクリート製フェンスの建設
- ダンピング・エリアまでのアクセス道路の整備
- 投光器の設営
- 新規の計量設備の設置
- 直庸のための重機（KOMATSU D85EX）の購入
- 処分場管理要員の増員
- 改善に係る自主的な計画作業の実施
- 作業日誌作成による継続的な運営管理

また、継続的な運用を行うためには、以下の課題を解決する必要がある。

- DoE における物品調達の手続きの簡素化

DoE がダンドーラ処分場で資機材を調達する場合には、建設局および財務局を通じて調達を行うが、手続きが複雑で、現地での緊急的な対応が難しいことが多い。経常費用として把握されている資機材用予算は、年度当初に確保し、DoE の管理の下早急に執行できる制度が臨まれる。

- 予算の適正な配分と執行の担保

慢性的な郡政府の財政不足も原因となっているが、計画に基づいた予算の要求と確保がなされていないため、廃棄物管理がシステムとして機能していない。拡大している廃棄物量と収集範囲を定量的に把握し、数量に基づいた計画に基づいて人員、資機材、移設の整備を行うことが求められる。

なお、現地での技術的な課題は各種ガイドラインに反映している。

【D05-2】既存処分場の運営維持管理業務ガイドラインの策定

既存処分場の運営維持管理について、最低限の環境保全管理を維持しつつ、搬入される廃棄物が滞りなく受け入れられる体制を整えるためのガイドラインを策定した。

併せて、ガイドラインの見直し方法についても提案し、能力向上を実践する。以下の大項目ごとにガイドラインを整備した（添付 Annex 4.4～4.7 参照）。

また、ガイドライン策定に当たっては、DoE 以外の NCC 関連部局の協力が必要となり、関連部局への改善協力に関する働きかけを行うとともに、C/P の自己能力により調整ができる体制をとれるよう、能力向上を目指した。

- Annex 4.4: 処分場埋立管理計画
- Annex 4.5: 処分場運用に係るガイドライン
- Annex 4.6: 処分場維持管理に係るガイドライン
- Annex 4.7: 処分場整備機材に係るガイドライン

(1) 各種ガイドラインと留意点

処分場の運営維持管理に係る全ての事項が計画的に進捗管理できることを目指し、各種ガイドラインでは、以下の点に留意した。

表 2-10 ガイドラインと概要

ガイドライン名称	内容	留意点
① 処分場埋立管理計画	年々増加する受入廃棄物の増加に対応するため、将来のダンプーラ処分場の供用に際し、いつ、どこにごみを処分するかの計画。適正処分ができることを前提とした近々の将来計画である。 処分場の各ダンピング・エリアが連続して利用できるよう、5段階のフェーズ分けを行った。	最初のフェーズは、現状の廃棄物処分が適正に行われていないことを考慮し、適正処分が最低限行われていくことだけを目指したものである。 工程をつけて進捗管理ができるようにした。
② 処分場運用に係るガイドライン	日々の廃棄物の適正受入、搬入管理、ダンピング、廃棄物の敷き均しなど、適正に廃棄物を処分するための一連の作業について、基本的事項を定めたもの。	廃棄物の敷き均し・転圧の方法等について、全て図示し、実際にデモを行うことで、ガイドラインの記載内容と実際の作業を C/P が理解できるように配慮した。
③ 処分場維持管理に係るガイドライン	処分場のメイン道路、アクセス道路、排水施設、ダンピング・エリアなどの基本構造の機能とその維持管理方法を定めたもの。	技術指導を行ってきた内容のとりまとめ。 具体例をそれぞれ示している。
④ 処分場整備機材に係るガイドライン	整備機材供用の契約形態から現場での機材の保守作業に至るまで、具体的な手順を示したものの。	現状の契約課題の整理（例：代替機がない。機材の所有者が日々の燃料を 9 時すぎまで供給しないため作業が 10 時までできない。）を解決する提案を記載。 重機の粗末な扱いを改善することが目標である。

【D05-補足】新規最終処分場整備に係る検討

プロジェクトの範囲からは逸脱しているものの、NCC の廃棄物管理を確実なものにするためには、新規の最終処分場整備・運用が欠かせないものである。また、新規処分場の整備は、NCC の廃棄物管理を取り巻く社会的な環境が流動的になっている主な要因のひとつであり、無視することはできない。

ここでは、プロジェクト活動の補足事項として、近い将来に実施される新規処分場の計画・建設・運営・維持管理を実践的に理解・習得した後に速やかに新規処分場プロジェクトが進められるよう、JICA 専門家が、ダンドーラ処分場におけるパイロットプロジェクトを提案し、NCC が主体的に実践したものである。新規処分場候補地であるルアイでの有機ごみの存在に起因するバードストライクの防止というボトルネックを解消できるよう、以下の項目に留意し、新規最終処分場について検討した。

- 有機ごみ分別方式の検討
- 資源物分別の検討
- 衛生理立構造の設計・施工の検討
- 衛生理立作業の検討
- 環境管理の検討

(1) 新規最終処分場の検討

改訂 M/P に定められていたルアイでの新規処分場整備は、計画地としての正式な手続きを確認しているところであり、具体的な整備の決定が進んでいない状況である。

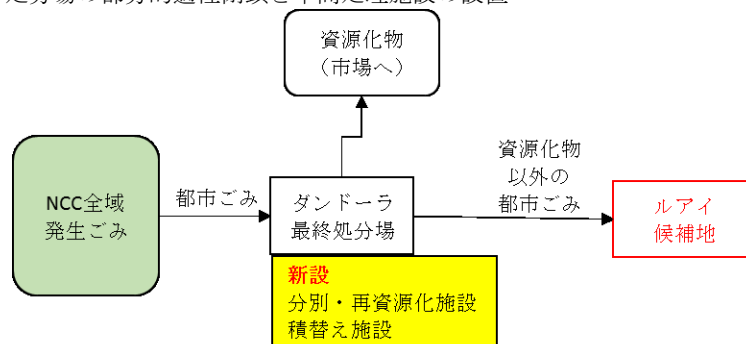
KCAA がハゲコウによるバードストライクを懸念して以来、これらを解決する方法に着手してこなかったことが主な要因である。

ここで JET は、2 つの代替案を NCC に示し、新規処分場整備の方向性を決定するよう促した。ダンドーラの一部用地を整備・利用しつつ、1 つはルアイに処分場を整備、もうひとつはナイロビ郡に隣接するキアンブ郡に処分場を整備するものである。

結果として、他の郡に施設を整備することは現状では検討し難く、今後はダンドーラとルアイでの効果的な複合処理を検討していくこととなった。

案 1：ルアイに最終処分場を整備する。（2015 年度提案分ベース）

- 前提条件：福岡方式を用いたパイロットプロジェクト（P/P）の実施（生ごみを搬入しても即日覆土の実施など適切な管理を行えば鳥害は発生しないことをこの P/P で証明する必要がある）
- P/P 実施の教訓を踏まえた衛生理立処分場整備（処分場のみの F/S はすでに済み）
- ダンドーラ処分場の部分的適性閉鎖と中間処理施設の設置



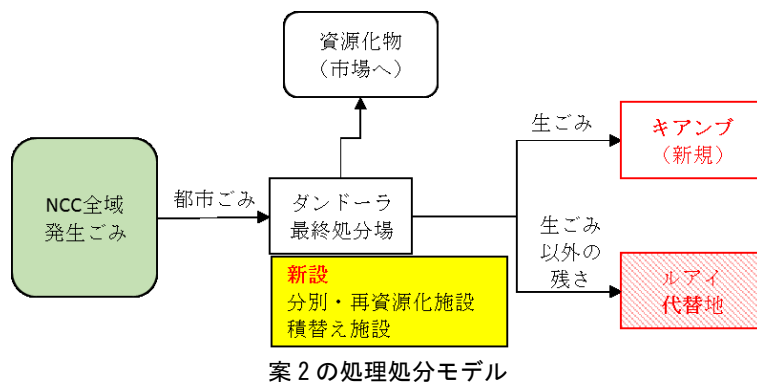
案 1 の処理処分モデル

2015年9月時点で確認したルアイ現況は以下のとおりであり、2016年2月時点も状況に変化はない。

- 1) 不法居住者が候補地内に住んでいる。
- 2) 航空局は、生ごみ以外の搬入を認めている。
- 3) JICA 環境社会配慮ガイドラインに照らし合わせると、土地利用の関係者合意形成までは時間がかかると思料。

案2：ルアイに加え、キアンブ郡（ティカ）に最終処分場を整備する。

- ナイロビ市中心部から 50km 程度離れているため、廃棄物の積替え施設が必要。（20～30km 以上は積み替えた方がコスト的に安い）
- ダンドーラ処分場を閉鎖後、中継施設および中間処理施設を建設することにより廃棄物の積替えと分別を実施。（生ごみ以外はルアイに処分場を建設し、そこに持っていく）
- この場合に必要なコンポーネントは以下のとおり。
 - ① キアンブ郡の了解
 - ② 新規最終処分場（ティカ）の F/S
 - ③ ダンドーラ処分場の部分的適性閉鎖と中継基地/中間処理施設の F/S
 - ④ 福岡方式による廃棄物衛生埋立管理の技術移転（キアンブ郡との共同実施）
 - ⑤ 本格的な分別プラントの設置
 - ⑥ 残渣積替え施設の設置
 - ⑦ 積替え車両の調達
 - ⑧ 新規最終処分場（ティカ）の整備
 - ⑨ 新規最終処分場（ルアイの一部）の整備（第 I 期）
 - ⑩ ダンドーラ処分場の部分的適性閉鎖と中間処理施設の設置



【参考】ルアイ候補地周辺図



凡例 ：元々の候補地 ：代替地 ：現在登録申請中の場所

その後、本プロジェクトの最終評価ミッションにおいて、元々の候補地（約 80ha）はすでに NCC から他に所有権が移っており（所有者は不明）、下水処理場北側の土地を NCC が用意するとの提案がなされ、現在 NCC からケニアの土地を管理している国家土地委員会（National

Land Commission) へ土地の登録を申請中である(前頁図の緑囲みの場所。詳細位置や面積は不明)。

(2) ダンドーラでの衛生埋立小プロジェクトの実施

福岡方式の埋立構造を用いた、小規模プロジェクトを最終年次に実施した。埋立構造物の緒言は以下のとおりである。

簡易ガス抜き管、集水管の設置：今後の進捗を把握しつつ、衛生埋立の能力向上が図れるのかを確認する。今後の P/P の実施のための参考となる小実験と位置づける。

(プロジェクト諸元)

- 面積：30ft×60ft≒160m²
- 対象埋立廃棄物：NCC 直営車からの有機性ごみ等
- 施工期間：2015 年 9～10 月の 5 日間
- 埋立構造：準好気性埋立構造(福岡方式)
- 搬入ごみ投棄量(予定)：320 m³
- ごみ搬入時期：2016 年 3 月から 8 月までの 6 ヶ月間
- 費用：70,000KSh
- 期待される成果
 - ① 準好気性埋立構造の設計および施工の概念を確認する。
 - ② 即日覆土の実践とその効果を確認する。
 - ③ 浸出水の管理を体験する。
 - ④ 一定期間の適正な管理型処分を体験する。

2016 年 2 月現在、廃棄物車両および埋立用機材の搬出入動線を整備し、効果を検証中する準備が整った。さらに、実証サイトに隣接する不法住居を排除する手続き中で、転居し次第、2016 年 3 月には実証試験が開始される予定である。

(3) 環境管理

ここ数年のダンドーラ処分場周辺では、近隣住民の健康に関して、呼吸障害、皮膚疾患、腹痛などを近隣住民から抗議されたこともあり、また、専門家により慢性気管支炎、結核、アレルギー性皮膚炎、真菌感染症などの疾病が懸念されていた。

これらの健康被害の発現は、適正な最終処分の達成により防止されるものであり、速やかな適正処分の実施が求められるところである。

第 4 年次では、既存の処分場の課題を把握し、C/P と協働して、具体的な解決策を探るとともに、計画的な実施ができるよう、現地にて指導してきたところである。指導した内容や改善が見られた部分については、部分的に達成が認められたものや、C/P の活動以外の要因で継続性が担保できないなどの不安があるものの、基本的な考え方は共有できたものと考えている。

【D06】プロジェクト最終セミナーの実施(第4年次)

2016 年 3 月 1 日に最終セミナーをパナフリックホテルで開催し 115 名の参加があった。4 年間の業務実施状況ならびに成果、そして今後に向けての課題と方向性について各担当 CP から発表し、質疑応答を行った。



写真 2-7 最終セミナーの様子

【D07】 プロジェクト事業完了報告書の作成（第4年次）

第4年次の業務実施状況および今後に向けての課題についてプロジェクト事業完了報告書としてとりまとめた。

成果1 「NCCの廃棄物収集・運搬に係るキャパシティが向上する」に係る活動

【A08】 NCCによる廃棄物収集・運搬状況の調査（第1年次）

【A08-1】 ナイロビ市の人口調査

1999年および2009年の国勢調査結果より、ゾーン7の人口の伸び率をもとめ、2009年のデータに伸び率を掛けて2013年の人口推計を行った。その結果は表2-11のとおりである。

表 2-11 ゾーン7の人口（2013年推計値）

	1999年	2009年	人口伸び率(年)	2013年推計値
キリマニ	41,597	43,122	0.4%	44,000
キレレシュワ	21,168	27,202	2.6%	31,000
カンゲミ	59,288	80,699	3.1%	92,000
計	122,053	151,023	-	167,000

【A08-2】 NCCによる廃棄物の収集運搬状況

NCCはCBD（Central Business District: 中央ビジネス地区）の商店街においてコレクションポイントを定めて廃棄物の収集運搬を行っているが、夜間人どおりの少ない時間帯に料金を支払わずにコレクションポイントにごみを出す不法投棄者が多い。このような不法投棄者を見つけた場合には罰金を科しているがなかなか後を絶たない状況にある。（不法投棄の取締りの担当局等詳細は63頁参照のこと）

NCCは公設市場において廃棄物の収集運搬を行っているが、ダンプトラックに市場の残渣を手作業で積み込むため作業効率が悪く、食品を扱っている市場の景観を阻害している。

写真2-8にCBD商店街での収集作業の様子、写真2-9に公設市場での収集の様子を示す。



写真 2-8 CBD の商店街での収集



写真 2-9 公設市場での収集

【A08-3】NCC の収集運搬車両の稼働状況

NCC が保有する収集車両は、積載重量 10 トン・ダンプトラック (Tipper) 4 台、積載重量 7 トン・ダンプトラック (Side loader) 6 台、積載重量 7 トン・スキップローダー (Skip loader) 2 台の計 12 台である。調査した 2012 年 4 月 13 日時点で、そのうち 4 台が故障で修理待ち、2 台が当日の 10 時まで、燃料の補給待ちで、所有する収集車両の半分が稼働していない状況にあった。

【A08-4】収集車両の整備状況

NCC のガレージ (Transport Depot) では NCC が所有するすべての車両の整備を行っている。職員は総勢約 70 名で内修理工は約 30 名、定期検査が平均 110 件/月、修理が平均 13 件/月となっている。修理頻度の多い順に①ブレーキ系 ②冷却系統 ③タイヤ (パンク等) ④クラッチ系で、原因のほとんどはダンドーラ処分場のアクセス道路で、車両の足回りすべてが泥道に埋まってしまうことから来る腐食、エンジンルームへのごみの噛みこみによる冷却系統の破損などである。

ある程度の部品や消耗品 (フィルター類、ブレーキシュー、バルブ、オイル等) は倉庫に保管されているが、長期保管され使用できないものも多い。一番の問題は、調達依頼をしてから部品の到着まで数ヶ月かかり車両の整備が迅速に行われていないことにある。

【A08-5】収集作業員の作業開始時刻の状況

NCC 収集作業員の作業開始時刻を見てみると午前 7 時から午前 8 時頃に集中しているが、ばらつきがあり、業務終了時刻も午後 4 時頃に集中しているが同様のばらつきがあった。作業時間がこれらの時間帯に集中している理由は夜明け前および日没後は治安上の問題から多くの作業員が場内で仕事ができないためと思われる。

また、作業開始時刻にばらつきが生じている要因には不十分な燃料調達、車両突発故障の発生、ダンドーラ処分場内の渋滞で計画どおりに車両運行ができないなどがある。

【A08-6】不法投棄の状況

2012 年の 4 月 30 日～5 月 27 日の間の NCC が不法投棄ごみを収集した場所ごとの収集回数を調査した。その結果は図 2-9 の示すとおりであるが、全部で 37 ヶ所あり不法投棄が常習化していることがわかる。不法投棄の取り締まりは環境局が行っているが、そのための専従班は組織化されておらず、取り締まりは計画的に行われていない。しかしながら、環境局は不法投棄の場所を把握しており、機会を見つけては指導に当たっているのが現状である。

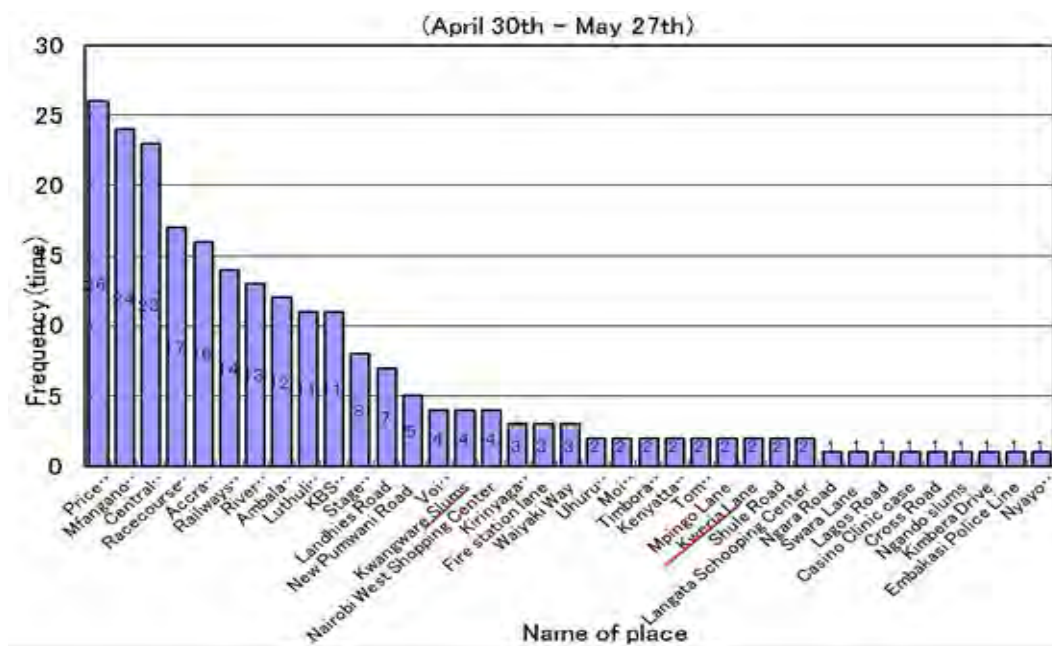


図 2-9 不法投棄場所および収集回数

【A09】 NCC による廃棄物収集運搬の改善計画の作成（第 1 年次）

【A09-1】 NCC による廃棄物の収集運搬

(1) CBD 商店街地区で不法投棄

CBD 商店街地区での不法投棄場所が指定ごみ置場と化しており日常的にごみの不法投棄が行われている。これを解決するには (1)商店街や露天商のオーナーと不法投棄防止策について十分に話し合いを行い、商店街のごみ収集は基本的には有料であることを認識させる。(2) 有料ごみ袋制を導入して不法投棄を防止するとともにごみの分別・減量化を進める。(3)NCC はごみの取り残しが無いように収集サービスを徹底する。(4)不法投棄の取締りを厳しくする、などの対策を講じる必要がある。

(2) CBD エリアでのごみの収集

CBD エリアでのごみの収集は六角柱スキップを使用して行われているが、六角柱スキップは重量物運搬用に作られており容量が少ないためごみの搬送効率が直方体コンテナに比較して悪い。このことから新しくスキップローダーを購入するときには直方体のコンテナの使用を NCC へ勧告した。写真 2-10、写真 2-11 にそれぞれの形状を示す。



写真 2-10 CBD エリアでの収集



写真 2-11 直方体コンテナ

(3) 公設市場でのごみの収集

公設市場でのごみの収集と衛生状態を改善するには、ダンプトラックによる収集を取りやめて直方体コンテナ+アームロール車による収集が望ましいと思われる。公設市場におかれた直方体コンテナに公設市場テナントが直接ごみを投入し搬送することで収集時間の短縮および環境の改善を図ることができる。図 2-10 にアームロール車による直方体コンテナのローディング状況を示す。



図 2-10 アームロール車による直方体コンテナのローディング状況

【A09-2】 NCC の廃棄物収集運搬車両の稼働率

NCC が所有する収集車両の稼働可能な車両台数が以前と変わらず少ない。これは老朽化した車両であることやダンドーラ処分場の整備不良が起因しているが、修理に必要なスペアパーツの迅速な入手やスムーズな燃料の確保を進める必要がある。

【A09-3】 収集作業員の作業開始時刻

NCC 収集作業員の作業開始時刻の定時化については作業員の出退勤時刻の管理、作業開始時刻に出車できるよう収集車両の計画的な整備や燃料の確保が必要である。

【A09-4】 不法投棄防止

不法投棄防止に向けた市民周知活動の実施や不法投棄の取り締まりを徹底して不法投棄の防止を図ることが必要である。

【A10】 改善計画に基づく活動の実施（第 1 年次）

【A10-1】 NCC による廃棄物の収集運搬の改善

六角柱スキップから直方体コンテナに変更するため、北九州市内の一般廃棄物収集運搬業者にヒヤリングを行い、車体メーカー、架装メーカー、車体構造、車両価格などの情報を NCC へ伝えた。

【A10-2】 NCC の廃棄物収集運搬車両の稼働率の改善

燃料不足の原因には適正な予算配分がなされていないことにあり、必要な燃料費を現場に配分するよう NCC へ申し入れた。

【A10-3】 NCC の廃棄物収集運搬車両の迅速な整備

整備が遅れる原因には適正な予算配分がなされていないことによるスペアパーツの不足があり、整備に必要な予算を現場に配分するよう NCC へ申し入れた。

【A10-4】 不法投棄防止

不法投棄防止に向けて不法投棄防止の市民周知活動の実施や不法投棄の取り締まりの徹底を

NCCへ申し入れた。

【B06】NCCによる廃棄物収集運搬の改善活動の評価・フィードバック（第2年次）

【B06-1】NCCによる廃棄物の収集運搬の改善

NCCは収集運搬の効率改善のため、2013年度予算に19台のサイドローダー（Side Loader：現状のかまぼこ型収集車 積載能力7トン）、6台のダンプトラック（Tipper：積載能力14トン）、5台のスキップローダー（Skip Loader：コンテナ式収集車両 積載能力9トン）、1台のホイールローダー（Wheel Loader：ごみ積み込み用のショベルカー）など合計31台の収集車両購入のための予算2億7200万KShを計上した。

【B06-2】NCCの廃棄物収集運搬車両の稼働率の改善

調達局（Procurement Department）に対してごみ収集車が燃料を入れるときに使用しているプリペイドカードへの入金をややかに行うよう申し入れた。

【B06-3】NCCの廃棄物収集運搬車両の迅速な整備

収集運搬車両の故障の原因となっているダンドーラ処分場のアクセス道路の改善対策として2013年度および2014年度予算に2億KShを計上し、改善工事を行うこととした。

【B06-4】収集作業員の作業開始時刻の定時化

収集作業員の出勤時間は監督者により確認が行われているが不十分のため、管理を徹底するようタイムカード方式の提案などNCCへ働きかけを行った。また前述のとおり調達局に対してごみ収集車が燃料を入れるときに使用しているプリペイドカードへの入金をややかに行うよう申し入れを行った。

【B06-5】不法投棄防止

不法投棄防止に向けて不法投棄防止の市民周知活動の実施や不法投棄の取り締まりの徹底をNCCへ申し入れた。また、カンゲミ地区のごみの不法投棄の防止についてはCBOと協力して排出者が特定できるものについては搬出者に対して収集ポイントへごみを出すよう指導を行った。

【B06-6】定期健康診断および予防接種の実施

環境局長名でMedical Officer of Health宛てに、ごみの収集運搬担当職員への定期健康診断および伝染病予防接種を無料で実施するようレターを出した。Medical Officer of Healthは2014年度もしくは2015年度から実施できるよう、調達局に予算要求を行った。

【B06-7】作業防護具（マスク・手袋・作業靴・帽子・ゴーグルなど）の貸与

ごみ収集運搬作業員、道路清掃作業員およびスーパーバイザーに、ゴム長靴・作業靴・胸当て付き作業ズボン・帽子を年1回支給するよう申し入れを行った。

【B06-8】厚生施設の整備

本邦研修を受けたC/Pがカロレニデポの施設改善について環境局へ提案を行った。

【B07】フィードバックを踏まえた改善活動の実施（第2年次）**【B07-1】NCCによる廃棄物の収集運搬の改善**

19台のサイドローダー、6台のダンプトラック、5台のスキップローダーおよび1台のホイールローダーの発注が完了し、2014年3月現在5台のサイドローダーと6台のダンプトラックがNCCへ納入され稼働している。

【B07-2】NCCの廃棄物収集運搬車両の稼働率の改善

調達局に対してごみ収集車が燃料を入れるときに使用しているプリペイドカードへの入金を速やかに行うよう要請したが、事務手続きが改善されておらず燃料不足が解消されていないので引き続き改善の申し入れを行った。

【B07-3】NCCの廃棄物収集運搬車両の迅速な整備

ダンドーラ処分場の未整備による車両故障を減らすために、2013年度および2014年度予算に2億KShを計上し、2013年度においてはダンドーラ処分場内のメインアクセス道路（John Osogo Road）の路盤整備および排水溝整備が完了した。

【B07-4】収集作業員の作業開始時刻の定時化

収集作業員の出退勤時間は監督者により確認が行われているが不十分なため、管理を徹底するよう申し入れを行うとともに、燃料不足についても改善の申し入れを行った。

【B07-5】不法投棄防止

CBD 繁華街における不法投棄はまだ改善されるに至っていない。しかしながらカンゲミ地区においてはCBOと協力して排出者が特定できるものについては収集ポイントへのごみ出しの依頼を行ったことにより改善されつつある。

【B07-6】定期健康診断および予防接種の実施

ごみ収集・運搬担当職員への定期健康診断および伝染病予防接種を無料で実施するよう予算要求を行った。

【B07-7】作業防護具（マスク・手袋・作業靴・帽子・ゴーグルなど）の貸与

ごみ収集運搬作業員、道路清掃作業員およびスーパーバイザーに、ゴム長靴・作業靴・胸当て付き作業ズボン・帽子を年1回支給するよう申し入れを行った結果、必要に応じて支給されるようになった。

【B07-8】厚生施設の整備

カロレニデポにおいて、建物内外壁塗装、屋根材の取替、扉・窓の取替、トイレの整備、トラック洗車場整備など大規模な改修工事が行われた。

【C07】NCCによる廃棄物収集運搬の改善活動の評価・フィードバック（第3年次）**【C07-1】NCCによる廃棄物の収集運搬の改善**

19台のサイドローダー、6台のダンプトラック、5台のスキップローダー、1台のホイールローダーなど合計31台の収集車両すべてがNCCへ納入され稼働を開始した。

これによってトラックの一日当たりの平均ごみ収集量は、2012年の24.3トンから2014年は48.1トンに増加した。またトラックに遮蔽板を新たに装備することによってトラックの積載効率も同様に54%であったものが92%に増加した。

【C07-2】NCCの廃棄物収集運搬車両の稼働率の改善

調達局に対してごみ収集車が燃料を入れるときに使用しているプリペイドカードへの入金を速やかに行うよう要請したが、昨年同様事務手続きが改善されておらず燃料不足が改善されていないので引き続き改善の申し入れを行った。

【C07-3】NCCの廃棄物収集運搬車両の迅速な整備

ごみ収集車両対策のダンドーラ処分場整備工事において2013年度においてはメインアクセス道路（John Osogo Road）の路盤整備および排水溝整備が完了しており、引き続き他の整備工事を行っている。

【C07-4】収集作業員の作業開始時刻の定時化

収集作業員の出退勤時間は監督者により確認が行われているがまだ不十分であり、引き続き管理を徹底するよう申し入れを行った。

【C07-5】不法投棄防止

カンゲミ地区における不法投棄はフランチャイズ制が開始されたことによりごみの収集が計画どおりに行われるようになったため、不法投棄場所がほとんど無くなっていた。

【C07-6】定期健康診断および予防接種の実施

ごみ収集・運搬担当職員への定期健康診断および伝染病予防接種を無料で実施するよう引き続き申し入れを行った。

【C07-7】作業防護具（マスク・手袋・作業靴・帽子・ゴーグルなど）の貸与

ごみ収集運搬作業員、道路清掃作業員およびスーパーバイザーに、ゴム長靴・作業靴・胸当て付き作業ズボン・帽子などの支給は、昨年度は年1回支給であったが今年度年2回に変更された。

【C07-8】厚生施設の整備

昨年度はカロレニデポの改修工事が行われたが、今年度もカムクンジデポおよびマカダラデポにおいて引き続き改修工事が開始された。

【C08】NCCによる廃棄物収集運搬にかかるガイドラインの作成（第3年次）

いままでナイロビ市においては、一般廃棄物を収集・運搬する車両の管理や安全運転、廃棄物収集作業計画作成やその運用等について参考となるガイドラインは存在しなかった。

そのため、日本で一般廃棄物収集運搬に用いられているマニュアルの事例を参考にして、「廃棄物収集・運搬に係るガイドライン（案）」を作成し、ナイロビ市の担当者を取り入れて完成させた。本ガイドラインはごみの収集に関わる環境局職員やごみの収集を担当している各デポに配布した（添付Annex 4.1にガイドラインを示す）。

【D08】 NCC による廃棄物収集運搬の改善活動の継続モニタリング（第 4 年次）

【D08-1】 NCC による廃棄物の収集運搬の改善

19 台のサイドローダー（積載量 7 トン）、5 台のスキップローダー（積載量 9 トン）、6 台のダンプトラック（積載量 14 トン）、1 台のホイールローダーなど合計 31 台の収集車両が NCC へ納入され稼働を開始している。今までの車両と合わせるとサイドローダーが 31 台、スキップローダーが 7 台、ダンプトラックが 6 台となる。表 2-12 に NCC のごみ収集車両保有台数、写真 2-12、写真 2-13 に収集トラックを示す。

表 2-12 NCC ごみ収集車両の保有状況（2015 年）

	～2013 年度	2014 年度	計
サイドローダー（7 トン）	12	19	31
スキップローダー（9 トン）	2	5	7
ダンプトラック（14 トン）	0	6	6
ホイールローダー	0	1	1
合計	14	31	45



写真 2-12 サイドローダー 7 トン



写真 2-13 ダンプトラック 14 トン

これら収集トラックの購入により 2013 年度のごみ収集量が 15,903 トンであったものが 2014 年度には 44,598 トンと飛躍的に伸びた。また 2015 年度の NCC ごみ収集量を 2015 年 7 月～同年 10 月までの実収集量と前年度の 2014 年 11 月から 2015 年 6 月までの前年度の収集量をもとに推測してみるとその量は 44,187 トンとなり、前年度の状態を維持していると考えられる。この期間の各月の NCC ごみ収集量については添付 Annex 2.1 Waste Carried to Dandora を参照のこと。また 2010 年度からの NCC ごみ収集量変化を図 2-11 に示す。

また、ダンドーラ処分場のごみの受け入れ量であるが、2013 年度は 309,768 トンであったものが 2014 年度には 318,355 トンとあまり変化はなかった。その 2010 年度からの変化を図 2-12 に示す。（添付 Annex 2.2 Waste Carried to Dandora (FY2010～FY2014)を参照。）

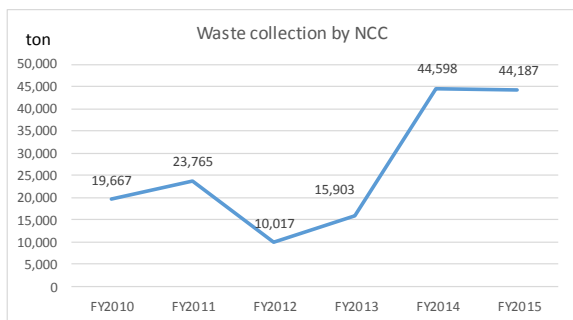


図 2-11 NCC ごみ収集量の変化



図 2-12 ダンドーラ処分場受入量

ダンドーラ処分場へごみを搬入している事業者は、NCC からごみ収集の委託を受けて収集を行っている委託業者、NCC から業の許可を得てごみの収集を行っている民間収集業者（PSP: Private Service Provider）、キベラ地区のごみの収集を行っている NYS（National Youth Service）、フランチャイズ制によるゾーン 7 でのごみの収集を行っている SIFA、そして NCC があり、その中で委託業者が全量の 66%を占め、NCC はわずか 14%にとどまっている。その状態を図 2-13 に示す。

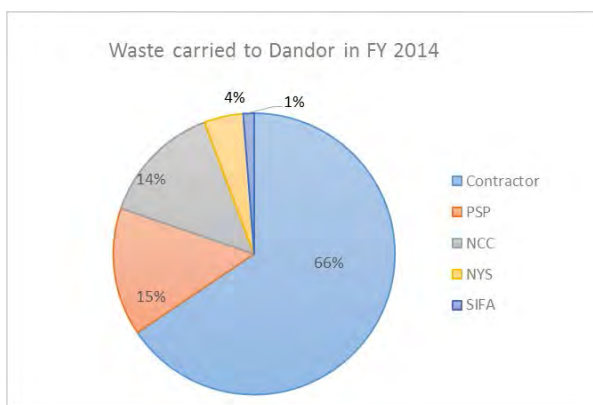


図 2-13 事業者ごとのごみ搬送割合

次に NCC が所有するごみ収集トラックの稼働率（ごみの収集量÷NCC が所有しているごみ収集車両の総積載重量 364 トン×月間稼働日数 20 日）を求めてみると図 2-14 のようになる。もっとも低かった稼働率が 34%（2015 年 10 月）で最も高かった稼働率が 61%（2015 年 1 月）で、このグラフで示す期間の平均稼働率は 51%であった。

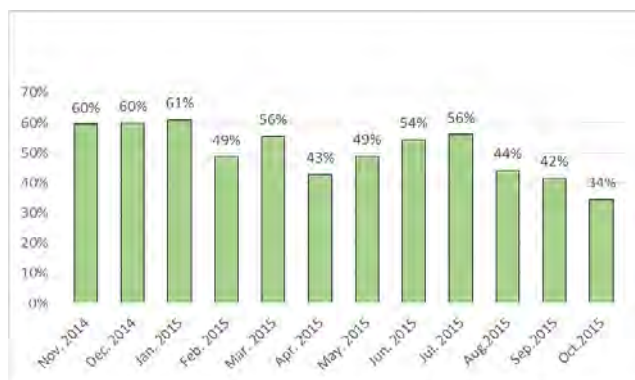


図 2-14 NCC トラックの稼働率

ナイロビの年間降水量をしてみると 4 月が平均 191mm と最も多く、7 月が平均 14mm と最も少ない。（Climate-Data.org より引用）

図 2-14 から解るとおり 4 月が 43%と落ち込み逆に 7 月は 56%と改善されており、雨量と車両故障には相関があると考えられる。

また 2015 年 10 月 5 日より 10 月 18 日までの間の 2 週間において NCC トラックの稼働状況の調査を行った。その結果は図 2-15 に示すとおりであるが、NCC が所有するごみ収集トラックは全部で 41 台あるにもかかわらずそのうち稼働しているのがわずか 17 台で、その 17 台も時々故障を起こしフルに稼働していないことがわかる。

主な車両故障の一つはダンドーラ処分場での車両の下部水没によるブレーキ系統の故障（錆による固着）発生である。もう一つはダンピングサイトで車輪が埋まり車体が沈み込んだ状態でごみの上を走行することによるプラスチックや棒状のごみの冷却ファンやラジエターへの噛みこみによる破損とシャーシ下部に装着している部品の損壊である。また、ブルドーザーによる車両の牽引やプッシングによりバンパーやフレームの破損なども発生している。

NCC の車両がこのように傷むのであれば他の民間業者のトラックの破損も同じように起こっていると想定され、多くの事業者からダンドーラ処分場の改善の声が上がっていることが理解できる。

【D08-2】 不法投棄防止

上記調査と並行して、2015年10月5日より10月18日の間においてNCCが不法投棄ごみを収集した場所と収集回数の調査を行った。2015年調査時の結果を図2-16に示す（添付Annex 2.3 Waste collection data 2015を参照）。また2012年調査結果と2015年調査結果の比較を表2-13に示す。

図2-16および表2-13より2015年調査時の不法投棄ごみを収集した場所は40ヶ所で2102年調査時の不法投棄場所の37ヶ所と比較するとほとんど変化が無いが、2012年当時の不法投棄場所は無くなっていることがわかる。また、延べ収集回数も2012年調査時の60%に減少しており、これはNCCによる不法投棄ごみを排出している事業者への指導およびクリーンアップ活動の効果と考えられる。しかし、今回の調査時の不法投棄場所のほとんどが新たに発生したものであり、NCCによるモニタリング・取締りがうまく行われていないことがわかる。

さらに、それぞれの延べ収集回数のワースト3をピックアップしてみると大規模の不法投棄から小規模の不法投棄へと変化していることがわかる。

また不法投棄の罰金は2,000~100,000KShと定められているが実際に施行されたことは少ない。今後は取り締まりの強化と指導およびごみを長期間路上に放置しない定期的なごみ収集が必要である。

No	Type	Capacity ton	October														Operation days	
			5	6	7	8	9	10	11	12	13	14	15	16	17	18		
			Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun		
1	BC 17	9																9
2	BC 18	9	○	○	○	○						○					○	6
3	BC 19	9															○	4
4	BC 20	9	○			○	○	○				○						5
5	BC 21	9		○	○	○	○					○	○				○	7
6	BC 22	9											○	○	○	○	○	4
7	RV 39	7	○				○	○					○				○	6
8	RV 41	7												○				1
9	RV 44	7															○	1
10	RV 46	7				○	○	○	○			○						5
11	RV 47	7											○	○	○	○	○	5
12	RV 48	7	○	○	○	○	○	○				○	○	○	○	○	○	12
13	RV 50	7								○		○						2
14	RV 58	7								○								1
15	RV 60	7	○	○	○	○	○	○					○	○	○			9
16	T 104	14								○				○	○	○		4
17	T 106	14					○											1
Total																		82

BC : Skip loader type truck RV : Side loader type truck

図 2-15 NCCトラックの稼働状況

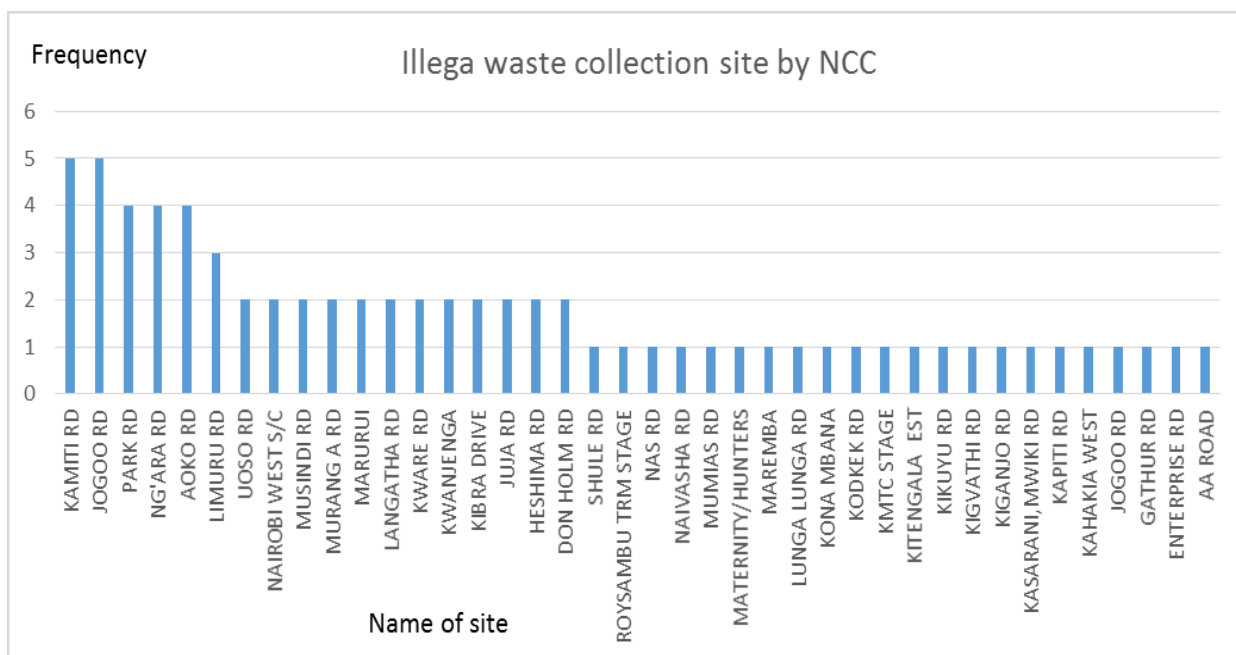


図 2-16 NCC による不法投棄ごみの収集状況

表 2-13 不法投棄調査結果比較

	不法投棄場所数 (ヶ所)	延収集回数 (回)	延収集回数ワースト 3
2012 年調査 (調査期間 28 日間)	37	235	26 回収集 1ヶ所 24 回収集 1ヶ所 23 回収集 1ヶ所
2015 年調査 (調査期間 14 日間)	40	142 [※]	10 回収集 2ヶ所 8 回収集 1ヶ所
変化状況	箇所数にはほとんど変化が無いが場所が変わっている	2015 年は 2012 年の 60% に減少	大規模不法投棄から小規模不法投棄に変化

注※ 2015 年調査期間は 14 日間と 2012 年調査の半分であるので、比較するためにこの表では 2015 年の実データを倍の 142 としている。

また、カンゲミ地区における不法投棄についてはフランチャイズ制が開始されたことによりごみの収集が計画どおりに行われるようになったため、不法投棄場所がほとんど無くなっていった。詳しくは【D10】フランチャイズ制導入 PP の評価・フィードバックの項目を参照のこと。

【D08-3】その他

(1) 定期健康診断および予防接種の実施

ごみ収集・運搬担当職員への定期健康診断および伝染病予防接種の申し入れを行っているがまだ未実施であり引き続き申し入れを行った。

(2) 作業防護具 (マスク・手袋・作業靴・帽子・ゴーグルなど) の貸与

ごみ収集運搬作業員、道路清掃作業員およびスーパーバイザーに、ゴム長靴・作業靴・胸当て付き作業ズボン・帽子などの支給は、昨年度は年 1 回支給であったが今年度年 2 回に変更され、作業防護具の配布が充分に行われるようになった。

(3) 厚生施設の整備

2013 年度にカロレニデポの改修工事が行われ、2014 年度にマカダラデポの整備が完了した。

また 2014 年度にカムクンジデポおよびダゴレットィ デポの改修工事が開始されたが、2015 年度は予算の執行ができず工事はストップしている状態である。予算は確保しているので今後は執行できるよう働きかけを行っていく必要がある。

また CBD デポはバスターミナル付近の中心部にあるのと老朽化が進んでいることで移転案が浮上しており、今後の成り行きを見ている状態である。厚生施設整備状況を表 2-14 に示す。

表 2-14 厚生施設整備の状況

	整備内容	2015 年 12 月時点の状況
カロレニデポ	建物内外壁塗装、屋根材の取替、扉・窓の取替、トイレの整備、トラック洗車場整備	2013 年度整備完了
マカダラ デポ	パーテーション工事、天井修理、トイレ・洗面所の整備	2014 年度整備完了
カムクンジデポ	屋根・外壁工事、トイレの整備	2014 年度に着工し屋根・外壁工事は完了した。しかしながらトイレの整備が未実施であり、2015 年度に実施する予定
ダゴレットィ デポ	室内のパーテーション工事、トイレ・シャワー整備	2015 年度に実施する予定
CBD デポ	屋根、トイレ・洗面所の整備	CBD デポの移転案があり整備は保留中

【D08-4】本邦研修

2015 年度の本邦研修参加者は表 2-15 に示すとおりでマーガレット・カリユキ (Mragaret Kariuki) およびパトリシア・アキニ (Patricia Akinyi) の 2 名が北九州市を訪れて受講した。研修内容は表 2-16 のとおりで、廃棄物の収集運搬や処理、リサイクルなど実際に廃棄物管理業務を行っていく上で役立つものを取り入れている。

過去 4 年間の研修効果は、ナイロビ市において廃棄物収集運搬、リサイクル、データ管理、作業環境の改善や市民周知活動などに表れており有意義な研修であったと評価する (添付 Annex 1.5 に派遣実績を示す)。

表 2-15 本邦研修参加者

No.	氏 名	職 位	派遣年度
1	Samuel Mwnagi	Assistant Director of Environment (Parks & Open Spaces)	2012 年度
2	James Otiende	Chief Environment Officer (Environmental Planning and Management: EPM)	
3	Geoffrey Kihoro	Deputy Director of Environment (Planning & Policies)	2013 年度
4	Gabriel Omondi	Assistant Environment Officer (Solid Waste Management: SWM)	
5	Duncan Miheso	Chief Environment Officer (Collection & Street Sweeping)	2014 年度
6	Cyrilus Otieno	Deputy Chief Environment Officer (Langata Sub-County)	
7	Margaret Kariuki	Environment Officer (EPM)	2015 年度
8	Patricia Akinyi	Environment Officer (SWM)	

表 2-16 第 4 年次本邦研修実施内容

目的：廃棄物行政全般の取り組みについて学ぶ				
対象：ナイロビ郡環境局職員 Margaret Kariuki Patricia Akinyi				
研修場所：北九州市および東京				
研修期間：2015 年 10 月 19 日（月）～10 月 30 日（金）				
研修プログラム：以下のとおり				
	午前	講師	午後	講師
Day 1	北九州市到着			
Day 2	JICA オリエンテーション・ブリーフィング	JICA 職員	北九州市の環境行政について講義	北九州市環境局
Day 3	北九州市直営収集運搬作業視察	視察先スタッフ	皇后崎工場見学(焼却工場)	視察先スタッフ
Day 4	民間によるびんの再資源化施設視察	視察先スタッフ	㈱西原商事（収集運搬、分別・リサイクル）視察	視察先スタッフ
Day 5	本城かん・びん資源化センター視察	視察先スタッフ	日田バイオマス資源化センター視察	視察先スタッフ
Day 6	福岡市西部埋立場視察	視察先スタッフ	おおき循環センター「くるるん」視察	視察先スタッフ
Day 7	高倉式コンポストの講義・実習	視察先スタッフ	高倉式コンポストの講義・実習	視察先スタッフ
Day 8	北九州市エコタウン視察	北九州市環境局	マスタープラン計画達成に向けた課題との比較、検討	北九州市環境局
Day 9	ひびき灘最終処分場視察	視察先スタッフ	北九州市環境ミュージアム見学	視察先スタッフ
Day 10	北九州市の廃棄物処理について講義	北九州市環境局	東京へ移動	
Day 11	住民合意形成の事例紹介	JET 職員	コース評価・総括・今後の取り組み・閉校式	JICA 職員
Day 12	ケニアへ向け出発			
期待される成果：ナイロビ市の本プロジェクトの実施責任者および担当者が日本における廃棄物行政について学ぶとともに、ケニアでの課題との比較、整理を行い、今後の改善推進へのコミットメントを得る。				

成果2 「NCC の廃棄物収集・運搬における民間との連携にかかるキャパシティが向上する」に係る活動

【A11】 民間ライセンス業者による廃棄物収集・運搬状況の調査・分析（第 1 年次）

ナイロビ市の民間ライセンス業者による廃棄物収集運搬には 2 つの形態がある。

一つは PSP が NCC から廃棄物収集運搬の許可を受けて、PSP それぞれが顧客獲得を行いながらごみの収集を行っている形態で、2015 年現在 69 社が許可を持ちごみの収集運搬を行っている。ごみの収集エリアは主にはごみの収集料金が支払える高所得者地区や中所得者地区である。

もう一つは NCC が民間ライセンス業者に委託してごみを収集している形態で 2015 年現在 13 社が NCC と委託契約を結び、ナイロビ市が運営する市場や低所得者地区のごみを CBO と連携して収集している。

【A12】フランチャイズ制導入パイロットプロジェクトのデザイン策定（第1年次）

PSPの規模は車両保有台数1台の小規模PSPから、24台の大規模PSPまで様々で、それぞれ事業規模に応じて、ナイロビ市内全域でごみの収集を行っている。フランチャイズ制導入パイロットプロジェクト（以下、PP）で、PSP1社が落札できるようにすると大規模PSPのみが入札に参加でき、小規模PSPは排除されることになる。そうすると排除された小規模PSPは収集運搬業ができなくなり、小規模PSPによる強い反発が予想される。よってフランチャイズ制導入PPの入札では複数社でJVを組むことや小規模PSPは下請けとして事業に参入することを推奨していく必要がある。

また、低所得者地区ではCBOが各家庭から有料でごみを収集し、NCCが指定するコレクションポイントへごみを運び、NCCはこのごみをCBOから運搬料金を徴収しダンドーラ処分場へ運んでいる。またCBOから徴収する運搬料金はダンドーラ処分場へ運ぶ費用に十分では無く、この不足分はNCCが負担をしている。フランチャイズ制導入PPでは、フランチャイズ制導入PP落札業者がCBOからNCCへ支払っていた同額の運搬料金を徴収してダンドーラ処分場へごみを搬送し、搬送費の不足分は同落札業者の負担（内部補助）とする。

【A13】PP実施に向けた課題整理（第1年次）

PP実施に向けて課題の整理を行い、それぞれの課題解決に向けたアクションの整理と調整を以下のとおり行った。

【A13-1】PPゾーンの選定

フランチャイズ制の9つのゾーンから一つのPPゾーンを選定するため、以下に示す10個の評価項目を設けて評価を行い、フランチャイズ制導入PPのゾーンを決定した（詳細はプロジェクト業務進捗報告書(1)の添付資料2.7参照のこと）。

- 【評価基準1】高所得者層と低所得者層のエリアの隣接度（隣接の場合10ポイント、隣接していない場合5ポイント）
- 【評価基準2】高・中所得者層と低所得者層の人口割合（両者の人口割合が40%から60%の範囲にあれば10ポイント、この範囲に無い場合は5ポイント）
- 【評価基準3】低所得者層地区の有無（有の場合10ポイント、無い場合は5ポイント）
- 【評価基準4】地区の面積（小の場合10ポイント、中の場合7.5ポイント、大の場合および極小の場合5ポイント）
- 【評価基準5】PSPによるごみ収集サービスの質：収集車両の台数（大の場合5ポイント、中の場合2.5ポイント、小の場合1ポイント）
- 【評価基準6】PSPによるごみ収集サービスの質：町的美観（良い場合5ポイント、普通の場合2.5ポイント、悪い場合1ポイント）
- 【評価基準7】PSPによるごみ収集サービスの質：ごみ収集頻度（多い場合5ポイント、普通の場合2.5ポイント、少ない場合1ポイント）
- 【評価基準8】PSPとコントラクターの数の比：PSPの数/コントラクターの数（大の場合1ポイント、中の場合2.5ポイント、小の場合5ポイント）
- 【評価基準9】PSPのプロジェクトに対する意識の高さ（高い場合20ポイント、普通の場合10ポイント、低い場合0ポイント）

【評価基準 10】 PSP とコントラクターの関係（良い場合 20 ポイント、普通の場合 15 ポイント、悪い場合 10 ポイント）

この評価の結果、ゾーン 7 が 86 ポイントで一位となり、ゾーン 7 をフランチャイズ制導入 PP ゾーンと決定した（添付 Annex 3.1 Comparison Characteristic in Each Zone を参照）。各ゾーンの位置を図 2-17 に示す。

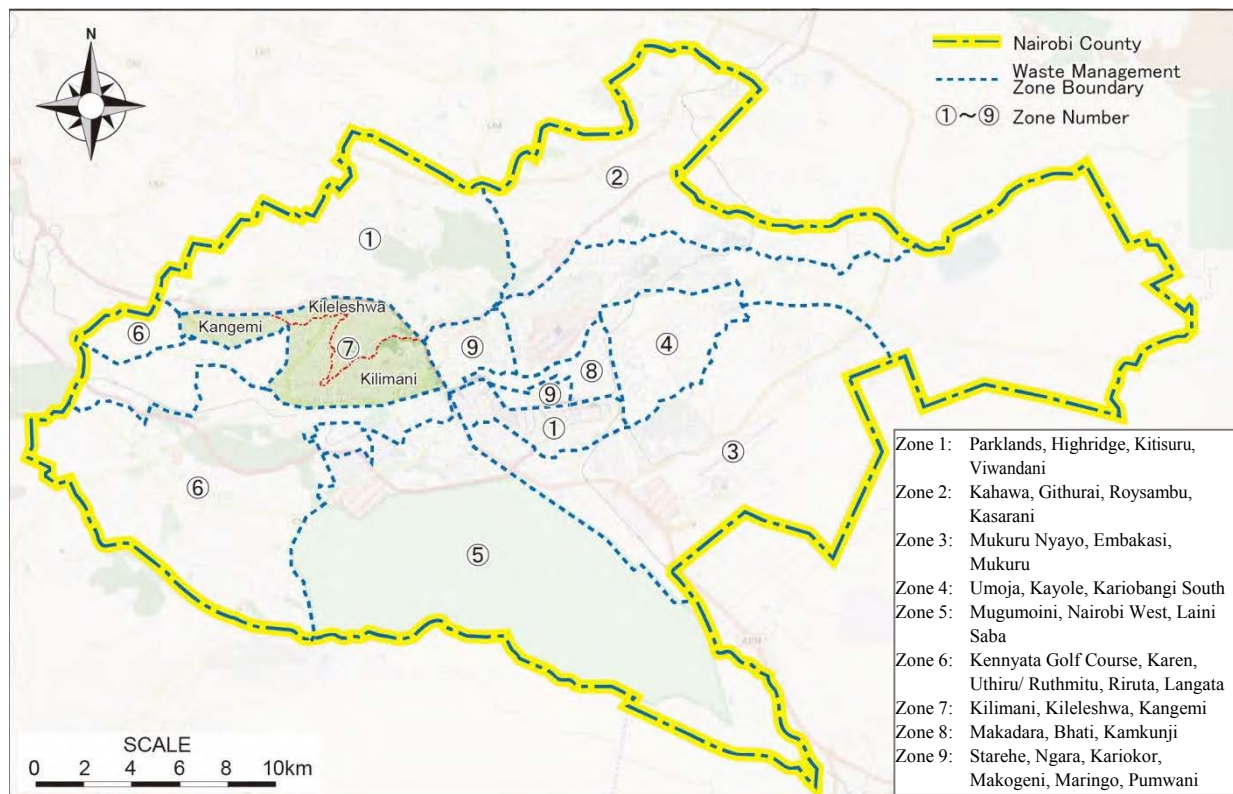


図 2-17 ゾーン位置図

【A13-2】フランチャイズ制導入 PP について市内 PSP との合意形成

- (1) 大手 PSP3 社と個別にフランチャイズ制導入 PP についてのヒヤリングを行った。その中で、NCC のリーダーシップの発揮の必要性、PP ゾーンのサイズ、料金形態（定額制・従量制）、ダンドーラ処分場の整備の必要性、低所得者地区のごみ収集方法などについて意見交換を行った。
- (2) フランチャイズ制導入 PP の説明会を全 PSP69 社中 60 社が参加する中で実施した。フランチャイズ制導入 PP の説明のあと、PSP からごみ収集の顧客との現契約の取り扱い、PP ゾーン内の詳細な顧客情報の収集方法、新しいごみ収集料金の市民周知方法、フランチャイズ制導入後の不法操業 PSP の取り締まり方法、ダンドーラ処分場の整備などについて質問があり、NCC スタッフが回答を行った。

【A13-3】PP ゾーン内でごみを収集している PSP の収集運搬状況の把握

PSP36 社に対してごみ収集料金、収集世帯数、収集量、収入などについてアンケート調査表を配布し 17 社から回答を得た。この中でごみ収集料金の平均額が 150~900KSh と開きがあり、収

集頻度やサービスに違いがあることがわかった。

【A13-4】フランチャイズ制キャッシュフロー

- (1) CBO からの徴収料金については現在の CBO 運営状況を調査し、フランチャイズ事業者へいくら支払うことができるか、またフランチャイズ事業者は CBO が集めたごみをダンドーラ処分場へ運ぶために不足分をいくら支出する必要があるかについて検討を行った。
- (2) PSP が NCC へ納めるフランチャイズ・フィー概算額（収入の 15%）は、高・中所得者地区の世帯数を 14,000 世帯、1 世帯あたりのごみ収集料金を 700KSh/月とすると約 150 万 KSh/月と推測できる。
- (3) PSP が顧客から徴収するごみ処理料金は、高・中所得者地区については PSP からのアンケート結果から推測すると、おおよそ 700KSh/月/世帯が妥当と思われた。また、低所得者地区は CBO が料金設定（ごみ収集料金）を行っており、現状 10～50KSh/月/世帯である。

【A14】課題解決に向けたアクションの整理・調整（第1年次）

【A14-1】フランチャイズ制導入のための入札条件の整理

- (1) フランチャイズ制導入時の PSP ライセンス残有効期間については、パイロットプロジェクト（以下、PP）の実施を見込み、NCC が発行する収集運搬許可証である Authority Letter の中に、PP が開始される際には、PP ゾーンであるキリマニ（Kilimani）、キレレシュワ（Kileleshwa）、カンゲミ（Kangemi）での収集運搬ができなくなる旨と PP ゾーンにおける PSP ライセンス有効期限を 2013 年 12 月 31 日（当初は 2014 年 1 月 1 日より PP を実施する予定であった）とする旨を明記することとした。
- (2) フランチャイズ制導入 PP 入札では、ごみ収集能力、現ごみ収集地域の広さ、ごみ収集実績、業務内容などを審査して落札者を決定する。ただしごみ収集能力については、もし 1 社でその規模を満たさない場合は複数 PSP により JV（Joint Venture）を組むことや下請業者との協働も可とし JV を組む PSP は入札条件を満足することとした。
- (3) フランチャイズ制の導入により排除される PSP の対策は、フランチャイズ制はごみの効率的な収集および高・中所得者層と低所得者層の内部補助体制の構築を目的としたものであり PP 導入により他の PSP が排除されることはやむを得ないと考える。しかしながら PP により排除される事業者にとっては死活問題であり、その場合の措置として JV を組むか下請けとして業務を継続できるよう配慮することとした。

【A14-2】フランチャイズ制導入 PP についての市民合意の形成

フランチャイズ制導入 PP における落札 PSP は、収集効率の改善によるコストダウンを図るものの、高・中所得者地区の人々は、低所得者層地区への内部補助費用および NCC に支払うフランチャイズ・フィーなどの負担を新たにしなければならず、ごみ収集料金の値上げは避けられない状況にある。よって新たなごみ収集契約を結ぶとき住民からの反対が予想されるので、落札 PSP はフランチャイズ制の内容を市民に十分説明し、市民の理解を得なければならない。

【B08】課題解決に向けたアクションの整理・調整（第2年次）

【B08-1】フランチャイズ制導入 PP へ向けた市民への説明

PP 実施に向けては PP の市民周知が非常に重要であるので下記の予定で市民説明会を実施した。

- (1) キリマニ、キレレシュワ地区市民説明会毎月 1 回実施
- (2) カンゲミ地区市民説明会毎月 1 回実施
- (3) 教会・モスク説明会毎週日曜日実施
- (4) キリマニ・プロジェクト・ファウンデーション（Kilimani Project Foundation）と連携した説明会随時実施

※キリマニプロジェクトファウンデーションは NGO 団体の一つで、所長はロビン・エマルソン氏（Ms. Robiyn Emerson）で、メンバー約 500 人で構成され、キリマニ地区を中心に市民とのコミュニケーションを軸に、環境改善などいろいろなプロジェクトを進めている。

- (5) ショッピングセンターでの説明会随時実施
- (6) 商店協会、ホテル協会、レストラン協会での説明随時実施

また教会での市民説明会は毎週日曜日に実施するので CP にとって負担が大きく、CP が参加せずに教会側だけでできるビデオクリップの作成を検討することとした。

【B08-2】フランチャイズ事業者と CBO の連携

現在、PSP はカンゲミ地区のごみを収集していないため、CBO との連携業務は行われていない。しかしながら PP がスタートすれば、CBO は各家庭からごみを集めコレクションポイントまで運びフランチャイズ PSP はそのごみをダンドーラ処分場まで運ばなければならないため、両者の連携は不可欠となる。今後はこの連携を図るために、NCC、CBO およびフランチャイズ PSP が定期的な会合を持ち理解を深めていくこととする。

【B09】フランチャイズ制導入 PP の実施（第2年次）

【B09-1】人口および廃棄物発生量の調査

PP 対象地域であるゾーン 7 の人口は 2009 年に行われた国勢調査結果をもとに 2013 年の推計を行った。また、ごみ発生量は 2009 年の JICA 調査をもとに 2013 年の推計を行った。その結果を表 2-17 に示す。

表 2-17 ゾーン 7 の人口と廃棄物推定発生量（2013 年）

地区	人口	家庭ごみ量 (t/d)	商業ごみ量 (t/d)	市場ごみ量 (t/d)	ごみ量総計 (t/d)
キリマニ	44,000	27	34	0	61
キレレシュワ	31,000	17	8	0	25
カンゲミ*	92,000	30	-	10	40
合計	167,000	74	42	10	126

注* カンゲミ地区の一般家庭ごみの中には事業系ごみも含まれている。

【B09-2】事前資格審査（PQ）の導入

入札業務をできるだけ迅速に行うため事前資格審査（PQ: Prequalification）を行い、この PQ を合格した PSP が次の本入札に参加することができることとした。当初は 2014 年 1 月から PP の実施する予定であったが NCC 内部の合意形成に時間を要したため、PQ の公示を 2014 年 1 月 9 日に行い、PQ 提出期限である 1 月 23 日までに 11 社が応札し、PQ 審査を 2014 年 1 月 24 日および 1 月 31 日に行い 5 社が審査に合格した。計画された一連の作業工程を表 2-18 に示す。

表 2-18 PQ の NCC 審査からパイロットプロジェクト開始までの計画作業工程

作業項目	実施時期
PQ 完成	2013 年 12 月末
PQ 公示	2014 年 1 月 9 日
PQ 提出締め切り	2014 年 1 月 23 日
PQ 審査	2014 年 1 月 24 日・1 月 31 日
入札図書配布	2014 年 3 月 25 日
入札	2014 年 4 月 15 日
入札書類審査	2014 年 4 月 15 日～5 月 20 日
契約	2014 年 6 月 5 日
パイロットプロジェクト開始	2014 年 8 月 1 日

【B09-3】PQ の概要

NCC と JET の協議の結果、事前資格審査（PQ）の条件を以下のとおりとした。

- (1) ごみ収集対象ごみは下記のとおりとする。
 - ① 家庭からでるごみ
 - ② レストランからでるごみ
 - ③ ホテルからでるごみ
 - ④ 店舗、ショッピングセンターからでるごみ
 - ⑤ 事務所からでるごみ
 - ⑥ 公立学校、私立学校からでるごみ
 - ⑦ 公設市場（カンゲミ地区）からでるごみ
 - ⑧ 他の公的施設（公園、市民会館、教会、道路サービス、河川）からでるごみ
 - ⑨ 道路清掃ごみ
 - ⑩ 動物の死体
- (2) ごみの収集時間は午前 6 時から午後 6 時までとし収集頻度は週 2 回以上とする。
- (3) ごみ袋は、緑色ごみ袋は生ごみ用、青色ごみ袋はプラスチック類・紙類用、茶色ごみ袋はその他ごみ用の 3 種類を使用する。
 - ごみ袋の表面には PSP の社名、ロゴ、住所、電話番号を印刷する。
 - ごみ袋の大きさは 70cm×100cm で厚みは 80 ミクロン以上とする。
 - ホテルなど大量にごみを出すところはコンテナの使用も可とする。
- (4) ごみ収集料金はフランチャイズ事業者が収集費用、サービスの質、低所得者地区のごみ収集費用およびフランチャイズ・フィーなどを考慮して定める。

- (5) フランチャイズ事業者は総収入の 15%をフランチャイズ・フィーとして、四半期（3 か月）ごとに NCC へ納入する。
- (6) ごみの収集によって得たリサイクル物の所有権はフランチャイズ事業者に帰属する。
- (7) NCC は PP においてフランチャイズ事業者以外の業者が違法にごみ収集を行わないよう取り締まりを行う。
- (8) NCC は廃棄物処理に関する市民意識の向上に努める。
- (9) フランチャイズ事業者は CBO との持続的な連携を持つ。

【B09-4】フランチャイズ制導入 PP の説明会の実施

フランチャイズ制導入 PP の理解を深めるために、2013 年度では PSP への全体説明会を 4 回（場所：シティホール、延べ参加 PSP 数：152 社）、PSP への個別説明を 5 回（場所：プロジェクト事務所、対象 PSP：大規模 PSP である Bins Nairobi Services、Colnet Limited、Garbage Dot Com Ltd. の 3 社と小規模 PSP である Vijana Kwa Mazingira、Nairobi Garbage Collectors & Consultant の 2 社）実施した。この他、キリマニ、キレレシュワ地区での市民説明会は 6 回（当初予定では毎月実施。場所：Kilimani Makini School ならびに Kileleshwa Lavington School のホール、延べ参加者数：172 名）、カンゲミ地区における市民説明会を 4 回（当初予定では毎月実施。場所：Kangemi Social Hall、World Wide Church、House of Hope Church、Chief's Camp Gichangi の各ホール、延べ参加者数：257 名）、教会における市民説明会を 6 回（当初予定では毎週実施。述べ資料配布数：2,500 部）実施した。

これらキリマニ、キレレシュワ地区での説明会、カンゲミ地区での説明会、教会における説明会の実施回数が当初予定回数より少なかったのは、NCC カウンターパートの他の業務との関係、地域との調整に時間を要したことなどに起因している。

PSP からの主な意見や要望は下記のとおりであった。

- (1) ダンドーラ処分場の早急な整備
- (2) PP の実施により排除される PSP に対する対策
- (3) PP での JV を組むことへの配慮
- (4) ごみの減量化のための分別収集の採用

市民からの主な意見や要望は下記のとおりであった。

- (1) ごみの分別収集に対する詳しい説明が必要
- (2) ごみ収集料金の値上げに対する詳しい説明が必要
- (3) ダンドーラ処分場を整備しごみの収集運搬の効率化を図ることが必要
- (4) ごみ不法投棄対策のため NCC の監視強化が必要

これらの説明会をとおしてわかったことは、市民を会場に集めて行う形式の説明会は市民の参加を得ることが非常に難しい、ということである。よって、こちら側が相手方に出向いて行う「情報提供型」の周知手法の方が、より多くの市民に PP を周知徹底するには適していると想定されたため、今後は大型商業施設でのインフォメーションデスクを設置しての説明や、PP エリア内の学校・幼稚園での説明資料配布による周知などを進めていくこととした。

【C09】フランチャイズ制導入 PP 実施への問題解決に向けたアクションの調整（第3年次）

【C09-1】フランチャイズ制導入 PP の入札

フランチャイズ制導入 PP 入札書類は 2014 年 3 月 25 日に PQ 審査を合格した下記の 5 社に配布され、4 月 15 日に 5 社からの応札が締め切られた。その後 NCC 内部にて入札書類の審査が行われ、審査結果発表を 5 月 20 日に予定したが、審査に時間を要したため約 1 か月遅れの 6 月 24 日に入札結果の発表を行い、SIFA が内定し契約書の調印に向け作業を進めた。しかしながら契約書文章の誤記や NCC 内部での決裁に時間を要し、契約の調印が行われたのが 9 月 30 日と約 4 か月の遅れとなった。フランチャイズ制導入 PP の PQ から入札までの流れを図 2-18 に示す。

これと並行して NCC はフランチャイズ制導入 PP を実施するゾーン 7 でごみの収集を行っている PSP37 社に対してフランチャイズ制導入 PP の説明会の案内を出し、9 月 3 日、24 社の PSP 参加のもと説明会が開催された。この会議の中で NCC はフランチャイズ制の説明をするとともにフランチャイズ制導入 PP の予定業者名（SIFA）の紹介と開始時期、既存 PSP の退去時期（10 月 30 日）を通知した。

PQ 審査に合格した PSP5 社は下記のとおりである。

- (1) COLNET
- (2) ZOA TAKA LIMITED
- (3) SIFA
- (4) KAH INVESTMENTS LIMITED
- (5) BINS (NAIROBI) SERVICE LIMITED

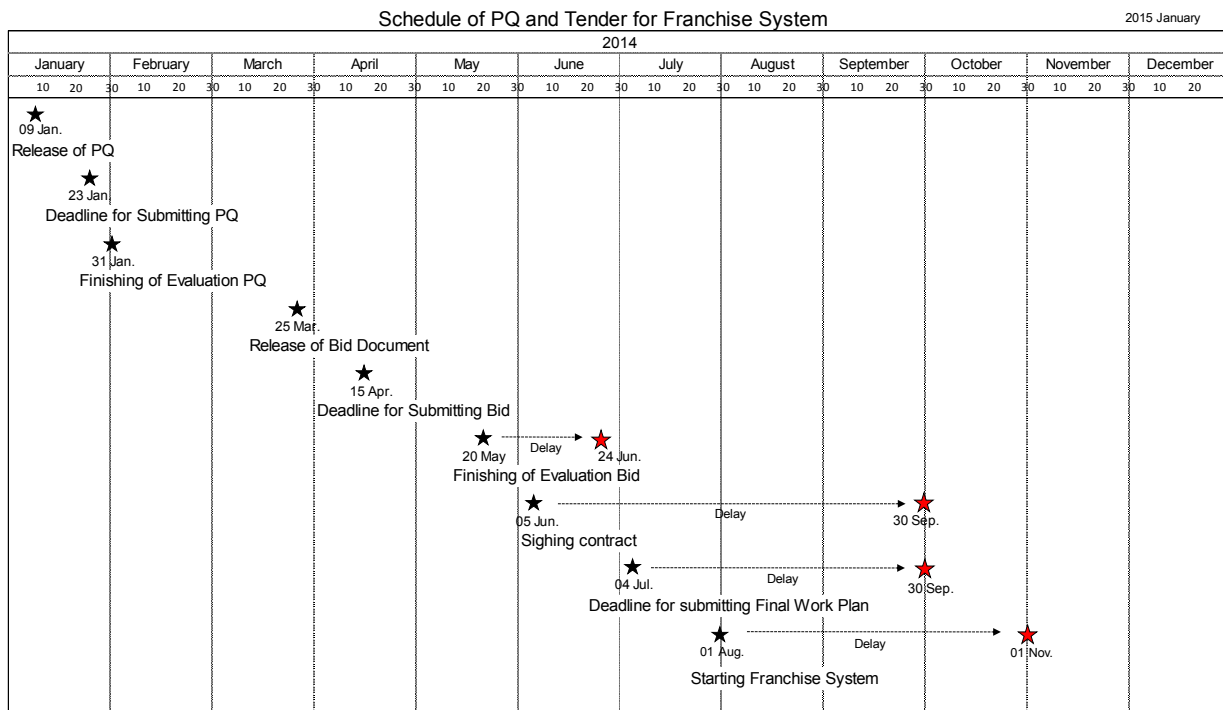


図 2-18 フランチャイズ制導入 PP の PQ から入札までの流れ

【C09-2】フランチャイズ制導入 PP 開始に向けた準備

SIFA は 8 月中旬よりフランチャイズ制導入 PP 開始に向けた事前準備を開始し、2014 年 9

月 30 日の契約後本格的にフランチャイズ制導入 PP の準備を開始した。

(1) ゾーン 7 の顧客データ収集

当初は 20 名の調査員を雇用して調査を開始したが 11 月 1 日の開始日に間に合わせるために 80 人体制に増員して調査を行った。

調査はアパート名、住所、入居世帯数、既存 PSP 名、ごみ収集料金、収集頻度などについて行われた。

(2) ごみ収集ルートマップ作製

ゾーン 7 を 12 のエリアに分け、1 つのゾーンを 1 台のトラックが 1 日 2 トリップで午前 6 時から午後 6 時までごみの収集を行い、収集頻度は週 2 回で、月・木コース、火・金コース、水・土コースのルートとするルートマップを作成する。

(3) 道路清掃

道路清掃では道路の清掃、草刈、公園の清掃を行うので、対象となる道路や公園などの清掃についての計画案を作る。

(4) ごみ収集トラックの調達と作業員の確保

必要なごみ収集トラックの調達と作業員の確保を行う。

(5) ごみ袋およびコンテナの準備

配布するごみ袋は 3 種類とし、青色は紙やプラスチックなどのリサイクル品用、緑色は生ごみ用、茶色はその他ごみ用で、大きさは 70cm×100cm で、厚みは 80 μ とする。

また、たくさんのごみを出す事業者には、70 ℓ 、120 ℓ 、240 ℓ 、360 ℓ の 4 種類のコンテナから必要なものを選んでもらってごみの収集を行う。コンテナもごみ袋と同様に色分けする。

(6) ごみ収集料金の設定（金額は SIFA の入札図書に記載されている金額。なお、NCC および JET は入札仕様書作成時において家庭ごみの収集金額の目安を 700KSh/世帯・月とした。）

- 家庭ごみ（キリマニ、キレレシャワ）800KSh/世帯・月
- 家庭ごみ（カンゲミ）300KSh/トン（4ヶ所のコレクションポイントからダンドーラ処分場へのごみの搬送料金で CBO の収集料金は CBO が決定）
- 公的機関 100KSh/ライナーバッグ
- カンゲミマーケット 300KSh/トン
- 事業系ごみ 70 ℓ 450 KSh/コンテナ
- 事業系ごみ 120 ℓ 600 KSh/コンテナ
- 事業系ごみ 240 ℓ 1,300 KSh/コンテナ
- 事業系ごみ 360 ℓ 1,500 KSh/コンテナ

(7) 市民からの苦情対応

落札事業者は事務所を開設し電話での市民の問い合わせや苦情に対応する。

(8) カンゲミ地区のごみ収集

カンゲミ地区のごみの収集は、4ヶ所のコレクションポイント（1. セメタリー、2. リフトバリー、3. ギチャギ、4. NITD [Native Industrial Training District]）を定め、CBO は各家庭から有料でごみを収集しコレクションポイントまで運び、SIFA はコレクションポイントのごみをダンドーラ処分場まで有料（300ksh/トンで CBO が SIFA へ支払う）で運ぶ。

収集は4ヶ所のコレクションポイントにごみが残らないよう毎日収集とする。

【C09-3】フランチャイズ制導入PPの実施

2014年11月1日（土）にフランチャイズ制導入PPのオープニングセレモニーがオンディエキ担当大臣、オヤケ審議官、ムラヤ環境局長らの出席のもと、ウェストランドのバスターミナル（Westland New Mtatu Terminal）で行われ、ごみ収集は11月3日（月）より開始された。

【C10】フランチャイズ制導入PPの評価・フィードバック（第3年次）

(1) キリマニ・キレレシャワ地区のごみの収集状況

キリマニ・キレレシャワ地区の2014年11月および12月のごみの収集状況を表2-19に示す。

表 2-19 キリマニ・キレレシャワ地区のごみ収集状況

2014年11月	2014年12月	発生量
9.8トン/日（収集率9.8%）	24.1トン/日（収集率28%）	86.0トン/日

キリマニ・キレレシャワ地区のごみの収集量は、11月においては9.8トン/日（収集率：9.8%）、12月においては24.1トン/日（収集率：28%）となっている。ごみ収集量は伸びているものの収集率が28%（12月）と少ない。その原因として下記のことが考えられる。

- 1) 既存PSP22社が依然としてゾーン7内でごみを収集している。
- 2) 環境局と取締りチーム（Enforcement Team: 1班4名で4班当初投入予定）のある監視局は部局が異なっていることから、命令・指揮系統がうまく機能していないことや裁判所からの保全命令が出されたことにより、取締りチームの現場での活動が困難になり、実質的に取締りが行われなくなった。
- 3) PPに対する市民理解が十分でなくSIFAが営業に行っても契約できない。

今後SIFAによるごみの収集量を増やしていくためNCCとしては下記の項目を実施していくこととした。

- 1) NCCカウンターパートであるダンカン、パトリシアおよびJETのサムソンの3氏によるモニタリングチームと取締りチームの連携を強化し、2015年1月からはさらに違法に操業するPSPの摘発および不法投棄のモニタリング活動の強化を行っていくこととした。
- 2) 既存PSPによる夜間のごみ収集に対する取り締まりを新たに実施する。
- 3) Waste and Environment Management Association of Kenya（WEMAK）がPSP24社の連名でNCCを相手どり2014年10月9日に裁判をおこしたが、NCCは、フランチャイズ制導入PPは違法ではないとの立場からフランチャイズ制導入PPを進めていく考えを再度明確にした。
- 4) 市民周知を図るため今後とも説明会やメディア報道を行っていく。

(2) カンゲミ地区のごみの収集状況

カンゲミ地区の2014年11月および12月のごみの収集状況を表2-20に示す。

表 2-20 カンゲミ地区のごみ収集状況

2014年11月	2014年12月	発生量
6.0トン/日（収集率15%）	8.3トン/日（収集率21%）	40.0トン/日

カンゲミのごみの収集量は、11月においては6.0トン/日、12月においては8.3トン/日（収集率：15%）と12月では発生量の29%（収集率：21%）の収集量となっている。収集率が低い原因として、NCCが運営するカンゲミ市場ごみ（事業系ごみ）は無料で収集が行われてきたがフランチャイズ制導入PPで有料になることを市場側が拒んでおり、現在も引き続きNCCが無料でごみの収集を行っているためSIFAは未収集となっていることがある。NCCは市場側と協議を進めて早く結論を出す必要がある。

一方、4ヶ所のコレクションポイントのごみはSIFAがCBOと連携し契約どおりにきちんとダンドーラ処分場へ搬送しており、コレクションポイントの残りごみが減少し環境が改善され、PPの効果が出ている。

今後ごみの収集率を上げていくためにNCCとしては下記の項目を実施していくこととした

- 1) CBOと連携して市民周知を行い不法投棄を減少させる。
- 2) 市場側との協議を今後も続け結論を早期に出す。

(3) 入札業務の遅延

PQ審査後、入札の公示および入札実施までは予定どおりに契約業務が行われたが、その後の審査に時間がかかり、8月1日からフランチャイズ制導入PPを開始する予定が3か月遅れて11月1日から開始することとなった。フランチャイズ制導入PPの開始時期を市民やPSPに対して8月1日として既に告知しており、これをただNCC内部の審査に時間を要したことだけで一方的に開始時期を延期するのは行政のやるべきことではなく、結果としてNCCの信用失墜に大きくつながる行為であり今後は絶対に慎まなければならない。

【C11】フランチャイズ制導入PPの実施・モニタリング（第3年次）

【C11-1】ゾーン7で違法にごみの収集を行っているPSPの排除

WEMAKのメンバーであるPSPはNCCが発行するごみ収集の許可を持っていないにもかかわらずゾーン7でごみの収集を行っており、NCCはその取締りを強化することとした。しかしながら裁判所からの保全命令が出されたことやWEMAKと和解に向けてNCCが協議を開始したことなどから、取締りは中断されてしまった。

【C11-2】フランチャイズ制導入PPの市民周知の徹底

- (1) テレビ、新聞、ポスターなどを利用した市民周知の強化を図る。
- (2) 教会、モスク、ショッピングセンターなどへ出向いてフランチャイズ制の説明をする。

【C11-3】WEMAKによる訴訟

2014年10月9日 WEMAKメンバーPSP24社がNCCを提訴するなか、NCCは同年11月1日からフランチャイズ制導入PPを開始するとともにゾーン7で不法にごみ収集を行っている既存PSPの取締りを行った。しかしながら同年12月20日に裁判所がゾーン7で既存PSPのごみ収集を容認する保全命令を出したことから、NCCによる既存PSPの取締りができなくなり、SIFAのごみ収集顧客契約が伸び悩んでおりフランチャイズ制導入PPがうまく機能していない。NCCはWEMAKとの和解を進め、裁判の早期終結を図る必要がある。

【D09】 フランチャイズ制導入 PP の実施・モニタリング（第 4 年次）**【D09-1】 フランチャイズ制導入 PP の施行状況調査****【D09-1-1】 ゾーン 7 における PP の状況**

フランチャイズ制導入 PP は 2014 年 11 月 1 日より開始されたが、開始後 2 か月間は顧客数が伸び、ごみの収集量が増加したものの、WEMAK による裁判所への提訴の影響で 2015 年 1 月からは顧客数およびごみ収集量が減少し、2015 年 11 月ではキリマニ、キレレシュワ地区のごみ収集量が 3.7 トン/日、収集効率（ごみ発生量に対する収集量の比）は 4%と低迷している。

一方、カンゲミ地区においては SIFA によるごみの収集が同じく 2014 年 11 月 1 日より開始され、ごみの収集量は開始当初の 2014 年 11 月から順調に伸び、2015 年 2 月には 9.9 トン/日、収集効率は 25%となった。しかしながらキリマニ、キレレシュワ地区の顧客数が伸びず SIFA は収入減に追い込まれ、同年 5 月よりカンゲミ地区のごみ収集を中止した。

このように SIFA の経営状況が好転しないため、カンゲミ地区における CBO のごみ収集活動は以前にまして活発に行われているにも関わらずコレクションポイントのごみがダンドーラ処分場へ十分に搬送されていない状況にある。

またゾーン 7 のフランチャイズ制契約書に記載されている業務の中で不履行業務内容は下記のとおりである。

(1) 道路清掃

道路の清掃、草刈、公園の清掃について SIFA が計画を作り NCC の承認を得て実施するもの。

(2) フランチャイズ・フィーの NCC への納付

総収入の 15%をフランチャイズ・フィーとして四半期（3 か月）ごとに NCC へ納付するもの。

(3) 3 種類のごみ袋利用による分別収集の実施

緑色ごみ袋（生ごみ用）、青色ごみ袋（プラスチック類・紙類用）、茶色ごみ袋（その他ごみ用）の 3 種類で大きさは 70cm×100cm のものに SIFA の社名、ロゴ、住所、電話番号を印刷し、これを顧客に配布して分別収集を行うもの。きちんと住民に 3 種類の袋が配布されていない。

(4) カンゲミ地区のごみ収集

CBO が 4 ヶ所のコレクションポイントに運んだごみを CBO から 300KSh/トンの搬送料金を徴収し、フランチャイズ制による内部補助システムを利用してダンドーラ処分場へ運ぶもの。

【D09-1-2】 ゾーン 7 におけるフランチャイズ制の市民説明

2015 年 12 月現在のキリマニ、キレレシュワ地区の平均ごみ収集量は約 6 トン/日であり、これはごみ発生予測量の約 7%と低い値にとどまっている。これは裁判所から出された既存 PSP への保全命令により取締りができなくなり、既存 PSP がごみの収集を継続していることに起因している。

裁判は長期化することも予想されているのでこのままではフランチャイズ制導入 PP が進まず SIFA の経営状態をさらに悪化させる可能性があるため、ごみ発生量の多い大型顧客（大規模なア

パート、ショッピングモール、ホテル、レストラン、病院、事務所、学校など）を対象にフランチャイズ制導入 PP の説明を行い、顧客回復を目指すこととした。

2015 年 12 月までに NCC は大型アパートや大型ホテル、企業など計 22 ヶ所を訪問し、フランチャイズ制について説明を行い、SIFA とのごみ収集契約を促した。その中で相手側の主な意見は下記のとおりであった。

- 1) 所有しているいくつかのアパートは SIFA と契約をしているが他は SIFA 以外の PSP と契約を行っている。
- 2) SIFA へ既存 PSP との契約を破棄するにはどうすればよいかとの質問に SIFA からの回答は無い。
- 3) SIFA と 3 年契約を行っているが収集日がまちまちであり、収集料金が低い。22 のオフィスのごみ収集費用が SIFA は 16,000KSh、以前の PSP は 13,000KSh であった。一つのゾーンに複数の PSP がごみを収集していれば価格やサービスの面で競争できて良いと思う。
- 4) いままで SIFA はごみ収集の勧誘に来なかった。
- 5) 今までどおりの PSP によるごみの収集でよい。
- 6) 裁判になっているので今までどおりの PSP によるごみの収集でよい。

以上の内容から今後下記の対応を行うこととした。

- 1) SIFA の顧客サービスの不徹底を改める。
- 2) 収集料金提示額が高いとの指摘に対しては、SIFA および NCC はフランチャイズ制の内容を十分に説明して顧客に更なる理解を求めていく。
- 3) NCC は WEMAK との和解を進めゾーン 7 でのフランチャイズ制を軌道に乗せる。

(添付 Annex 3.2 2015.12.09 Zone 7 Appointment Log for Waste Collection in the Franchise System を参照。)

また毎年 1 回 9 月に開催される総合展示会 (Agricultural Society of Kenya 主催) において環境局のブースを設けて訪れる市民に廃棄物処理に説明をし意見交換を行った。写真 2-14、写真 2-15、写真 2-16 に総合展示会の様子を示す。またこの展示会は市民レベルで根付いていてたくさんの方が集まること、また政府関係者の来場も多いのが特徴であり、地道な市民説明の一環として効果があり、今後も続けていく必要がある。(添付 Annex 3.3 Leaflet Franchise System を参照)



写真 2-14 環境局ブース



写真 2-15 出店している菜園企業



写真 2-16 出店している肥料会社

【D09-2】 廃棄物収集運搬における改善効果および問題点についての調査

【D09-2-1】 WEMAK による訴訟の影響

【C11-3】 で述べたとおり、PSP グループで組織する WEMAK が PSP24 社の連名で 2014 年 10

月 9 日 NCC を相手取り訴訟をおこし、その後 WEMAK メンバーのひとつでゾーン 7 で主に操業している中規模業者である JEWAKA が同内容で NCC を追訴し、2015 年 12 月現在ケニア国高等裁判所で係争中である。訴訟理由は、フランチャイズ制導入 PP は落札業者 1 社がごみの収集業務を独占するもので、自分たちの仕事を奪いかつ法律に反するというものである。裁判所は 2014 年 12 月 20 日、WEMAK メンバーのゾーン 7 でのごみ収集を容認する保全命令を出したため、NCC は違反 PSP の取り締まりを中止した。現在も WEMAK のメンバー PSP はゾーン 7 において今までどおりにごみの収集を行っている。

このことにより、フランチャイズ制導入 PP を実施している SIFA の顧客数が伸びずに SIFA は苦境に立たされている。

【D09-2-2】廃棄物収集運搬許可の統一

ナイロビ市においては廃棄物収集運搬の業を行うものは、環境局および国家環境管理庁 (NEMA: National Environment Management Authority) が発行する廃棄物収集運搬許可証が必要である。その許可要件は表 2-21 のとおりである。

表 2-21 環境局および NEMA が発行する廃棄物収集運搬許可内容

	審査対象	審査基準	有効期間	取消条件	取消件数	登録社数
環境局	ごみ収集事業内容	入札仕様書の内容に準じる	申請受理後 1 年間	審査基準を満たさなかった場合	無	16 社 2015 年 9 月
NEMA	収車車両	写真、車両検査レポート、保険	申請受理後 1 年間	無	無	128 社 2014 年度

許可要件の大きな違いは、環境局はごみ収集における業務内容全体を審査し、NEMA はごみ収集トラックの仕様のみを審査しているところにある。本来、環境局および NEMA の許可を持っている業者が適法な業者といえるが、現状を見ると NEMA だけの許可でごみ収集を行っている業者もいて明確でない。よって環境局としては 1 本化を図るため NEMA と協議を今後行っていく予定である。

2015 年 9 月時点で環境局が収集運搬許可を出している件数が 16 社と非常に少ない。これはフランチャイズ制を施行したゾーン 7 でのごみの収集を中止するようごみ収集業者へ再三申し入れているにも関わらずごみの収集業務を継続している業者へ許可証の発行を行っていないためである。また WEMAK にはナイロビ市内の多くの小規模収集運搬業者が属しゾーン 7 でごみ収集を行っており、結果的に WEMAK メンバーに許可証が発行されていない状況になっている。(添付 Annex 3.4 NEMA Permission Data of Waste Collection Company を参照)

【D09-2-3】廃棄物の不法投棄処分場

ナイロビ市内にある不法投棄場所ムクル・クワ・ジェンガ (Mukuru Kwa Njenga) は採石場跡地を利用した処分場で処分場の周りには住宅が迫り、処分場はほぼ満杯の状態になりつつある。ここでは一般廃棄物を受け入れるとともに建設残土も受け入れており、この建設残土を利用して処分場の覆土がなされており、トラックのアクセスはダンドーラ処分場と比較して良好であった。しかしながら火災がいろいろなところで発生し有害な煙が場内に立ち込めており、近隣住民やウエストピッカーの健康被害が懸念される。

また覆土・整地が終わった入り口部分にはプレハブ住宅が建設中で、完成後は分譲するとのこ

とであるが、地盤沈下やガスの発生などの問題が残る。写真 2-17、写真 2-18、写真 2-19 に処分場の状況を示す。



写真 2-17 投棄場所の状態



写真 2-18 処分場内に建設が進む住宅



写真 2-19 処分場全景

【D10】 フランチャイズ制導入 PP の評価・フィードバック（第 4 年次）

【D10-1】 フランチャイズ制導入後の廃棄物収集運搬状況の調査および評価の実施・フィードバック

【D10-1-1】 廃棄物の収集運搬状況

SIFA は 2014 年 11 月よりゾーン 7 においてごみの収集を開始した。2014 年 11 月より 2015 年 11 月までのキリマニ・キレレシュワ地区のごみ収集量、カンゲミ地区のごみ収集量およびキリマニ・キレレシュワ地区の契約者数の変化は下記のとおりである。

(1) キリマニ・キレレシュワ地区のごみの収集状況

図 2-19 に示すとおりキリマニ、キレレシュワ地区のごみ収集量は開始当初の 2014 年 11 月から順調に伸び 12 月には 24.1 トン/日、収集効率は 28%であった。これは SIFA による顧客獲得営業と NCC の違反 PSP の取り締まりが功を奏したものである。しかしながらその後は収集量、収集効率とも下降し、1 月から 6 月までの間は平均ごみ収集量が 13 トン/日、平均収集効率が 13~18%と停滞していた。これは裁判所から出された保全命令により NCC の取り締まりができなくなり既存

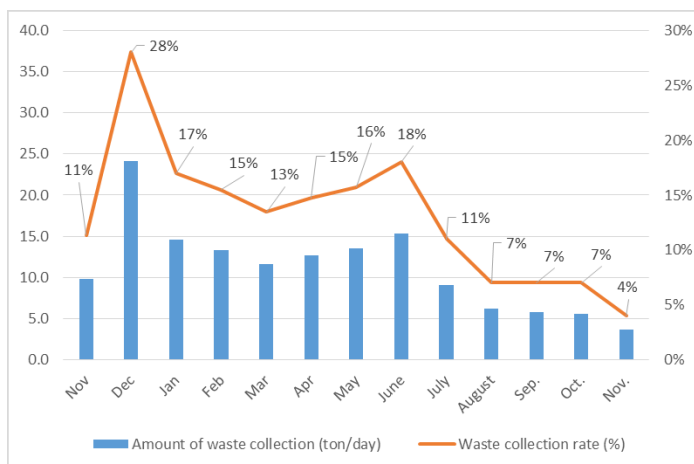


図 2-19 キリマニ・キレレシュワ地区ごみ収集量

とであるが、地盤沈下やガスの発生などの問題が残る。写真 2-17、写真 2-18、写真 2-19 に処分場の状況を示す。

PSP がごみの収集を継続していることに起因している。さらに 7 月から 8 月にかけてはごみ収集量、収集効率ともに再度低下し、11 月ではごみ収集量が 3.7 トン/日、収集効率は 4% となった。これは、前契約が残っている契約者に対して無料でごみを収集していたものを中止したこと

(2) カンゲミ地区のごみの収集状況

図 2-20 に示すとおりカンゲミ地区のごみの収集量は開始当初の 2014 年 11 月から順調に伸び、2015 年 2 月には 9.9 トン/日、収集効率は 25% であった。しかしながらキリマニ、キレレシュワ地区のごみ収集が伸びず同年 5 月よりカンゲミ地区の SIFA によるごみ収集は中止された。しかしながら SIFA による期間中のごみ収集状況を見てみると、CBO 組織であるクリーンビジョン（Clean Vision）との連携を充分に取り、指定する 4 ヶ所のコレクションポイントのごみは全量ダンローラ処分場へ搬送し、環境も改善されていた。

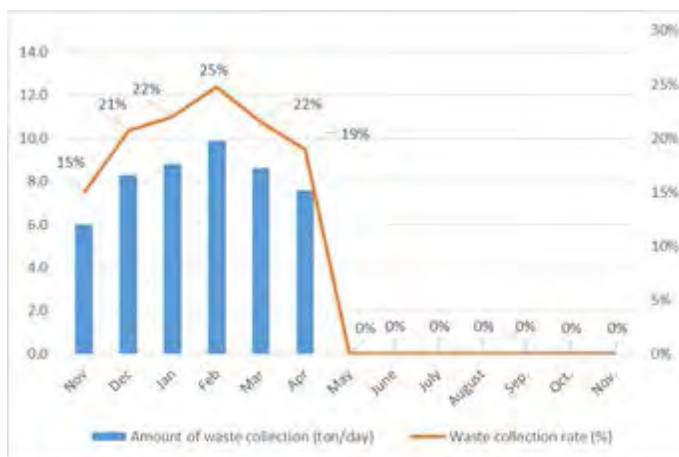


図 2-20 カンゲミ地区ごみ収集量

一方、SIFA によるごみ搬送が中止された同年 5 月からは NCC の直営車両によるごみの搬送が行われるようになったが NCC はごみ収集トラックの配車が十分にできず 4 ヶ所のコレクションポイントにはたくさんのごみが残るようになり、コレクションポイントの周辺環境の悪化を招いた。

その後 NCC はこの状況を改善するためカンゲミ地区 4 ヶ所のコレクションポイントのごみ搬送を SIFA と委託契約を結び 9 月 4 日より SIFA によるごみの搬送が開始された。この結果ごみの搬送が以前と同じように充分に行えるようになり周辺環境が改善した。

しかしながら NCC は SIFA への委託料の支払いが予算不足でできず、同年 11 月 15 日を以て SIFA によるごみの収集が再び中止となった。その変化を図 2-21 に示す。

2014		2015											
11	12	1	2	3	4	5	6	7	8	9	10	11	12
SIFA Collection (Franchise)						NCC collection				SIFA collection(Contract)		NCC collection	
Excelent collection						Poor collection				Excelent collection		Poor collection	

図 2-21 カンゲミ地区のコレクションポイントのごみ収集の変化

NCC からのカンゲミ地区のごみ収集を委託された SIFA のごみ収集にかかる料金の流れは、CBO のクリーンビジョンが各家庭から 50~80KSh/月の処理料金を徴収してごみを収集し、コレクションポイントへ運び、SIFA は NCC から 2,100KSh/トンの委託料を得てコレクションポ

イントのごみをダンドーラ処分場へ搬送し、クリーンビジョンは NCC へごみの搬送料金 300KSh/トンを支払うことになっている。

4ヶ所のコレクションポイントの状況を写真 2-20～写真 2-27 に示す。



写真 2-20 セメタリーコレクションポイント (1)
(Cemetery collection point, 2015.06.25)



写真 2-21 セメタリーコレクションポイント (2)
(Cemetery collection point, 2015.09.24)



写真 2-22 リフトバリーコレクションポイント (1)
(Lift valley collection point, 2015.06.25)



写真 2-23 リフトバリーコレクションポイント (2)
(Lift valley collection point, 2015.09.24)



写真 2-24 ギチャギコレクションポイント (1)
(Gichagi collection point, 2015.06.25)



写真 2-25 ギチャギコレクションポイント (2)
(Gichagi collection point, 2015.09.24)



写真 2-26 NITD コレクションポイント
(NITD collection point, 2015.06.25)



写真 2-27 NITD コレクションポイント
(NITD collection point, 2015.09.24)

(3) キリマニ・キレレシュワ地区
の契約者数

図 2-22 のグラフ青色棒に示すとおりキリマニ、キレレシュワ地区でのごみの収集料金を支払っている契約者数は 3 月までは上昇傾向にあったが、4 月に減少し、その後は横ばい状態に変化が無く、同赤色棒で示される無料で収集した顧客数は 3 月から 6 月までの間が多くその後減少傾向にあることがわかる。

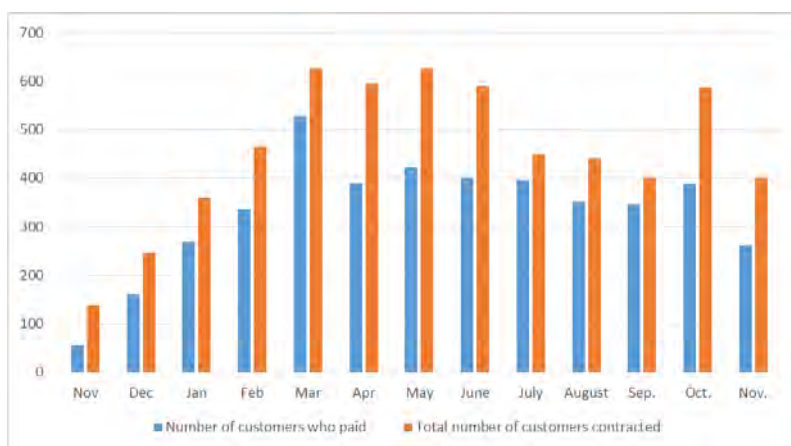


図 2-22 キリマニ、キレレシュワ地区契約者数

【D10-2】 SIFA の経営収支状況の調査および評価の実施・フィードバック

図 2-23 に示すとおり、SIFA のゾーン 7 でのごみ収集による収入は 2015 年 3 月までは上昇傾向にあり、3 月では 624,000KSh の収入があったが、その後は下降傾向にあり 11 月では 351,169KSh まで落ち込んでいる。一方、ゾーン 7 のごみ収集による収入予測は表 2-22 に示すとおり毎月の家庭ごみの収集料金が 18,400,000KSh、毎月の事業系ごみの収集料金が 2,646,000KSh となり、両者の合計値いわゆる収入予測値は 21,046,000KSh となる。10 月の実収入 351,169KSh は収入予測値 21,046,000KSh の約 1.7%と非常に少ない状況にある（添付 Annex 3.5～3.15 SIFA report を参照）。

このようにフランチャイズ制のシステムが機能していない状況になっており、これを改善するために NCC は大規模のレストラン、ホテル、ショッピングモール、アパートメントなどのオーナーを訪問し、フランチャイズ制の説明および SIFA とのごみ収集契約を促した。この結果 2016 年 1 月から SIFA へごみ収集契約を変更するという回答が複数得られており、NCC は今後とも SIFA の顧客獲得に向けこの活動を続けていく予定である。また NCC は WEMAK との和解に向けた協議をさらに進め、できるだけ早く裁判を終結させ、フランチャイズ制システムを確立する努力を行っており、推移を見守っていく必要がある。

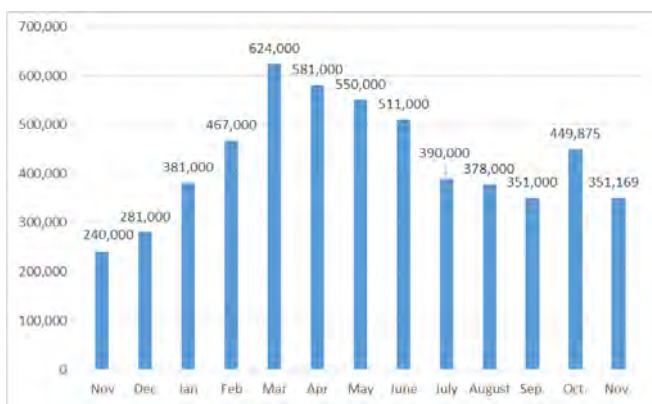


図 2-23 SIFA のごみ収集による収入 (KSh)

表 2-22 ゾーン 7 のごみ収集による収入予測

家庭ごみ収集料金			
	世帯数	ごみ収集単価 KSh/世帯	ごみ収集料金 KSh/月
キリマニ	12,000	800	9,600,000
キレレシュワ	11,000	800	8,800,000
計			18,400,000
事業系ごみ収集料金			
	事業系ごみ量 ton/日	ごみ収集単価 KSh/トン	ごみ収集料金 KSh/月
キリマニ	34	2,100	2,142,000
キレレシュワ	8	2,100	504,000
カンダミ	10	300	90,000
計	-	-	2,646,000
合計			21,046,000

注1) 世帯数は2009年国勢調査結果をもとに2013年の世帯数を推計したもの
注2) 事業系ごみ収集単価はNCCのごみ委託収集契約単価を使用

【D10-3】フランチャイズ制導入による問題点の原因調査および対策の実施

【D10-3-1】NCCとWEMAKの関係の改善

フランチャイズ制導入 PP がうまく機能していない原因は WEMAK がおこした裁判にあるので、NCCは WEMAK 側の意見をよく聞いて NCC と WEMAK の和解をすすめ裁判の早期終結を目指す必要がある。しかしながら NCC はこの裁判に対しては、フランチャイズ制導入 PP は調達局、法務局とも議論を重ねた上での実施であり、何ら法律に違反しているところはないという考え方を持っておりあくまでも係争を続ける意思が強く解決の糸口が見つかっていない状況であった。

そこで JET は WEMAK と 2 回会合を持ち、裁判の和解策について話し合いを行った。WEMAK は「ゾーン 7 でごみ収集を行っている PSP37 社は JET の活動に協力していく」とのことで JET に対しては非常に信頼感を持っており、JET は WEMAK の主張を踏まえつつ、両者の関係を改善するため、下記内容を NCC へ申し入れた。（以上、添付 Annex 3.16 Minutes of JET and WEMAK Meeting, Annex 3.17 Minutes of JET, JICA Evaluation Team and WEMAK Meeting, Annex 3.18 WEMAK Preliminary Proposal, Annex 3.19 Advice for Reconciliation of the Court Case against WEMAK を参照のこと。）

(1) 零細業者の保護

- 1) WEMAK のメンバーである小規模 PSP の保護を目的に今後再入札が行われるゾーン 1 もしくはゾーン 6 を WEMAK のメンバーに特命で発注する。
- 2) 他のゾーンにおいても、小規模 PSP を下請けとして必ず使用する、あるいは下請けにした場合は、評価が高くなる旨を仕様書に追記するなどの具体策を至急検討する。またこの場合の下請け割合は NCC が WEMAK と協議を行って決定する。

(2) ダンドーラ処分場の整備とセキュリティの確保

- 1) ダンドーラ処分場の整備についてはアクセス道路およびダンピングサイトの改善を今年度中に実施する。
- 2) セキュリティの確保については、業者自身による盗難防止に努めるよう申し入れを行うとともに、NCC による監視を実施する。

(3) NCC の信頼の回復

- 1) NCC は WEMAK との関係を早期に修復できるよう努力し、信頼の回復に努めることを基本とする。そのため、両者の会議を早急に再開する。また、お互いの理解を深めるには少人数で会議を持つことも必要である。
- 2) NCC はフランチャイズ制スタート直後においては、ゾーン 7 内での SIFA 以外のごみ収集業者を違法操業とみなし、操業を行えば違反行為として摘発していた。しかし、裁判所による保全命令が出されてから摘発は行われてない。そのため、現在では収集運搬許可業者以外の業者もごみを集めているという情報もあり、これらの業者の取り締まりは裁判所の保全命令とは関係が無いため、NCC は早急な取り締まりを実施する。

(4) 不法投棄の防止

不法投棄を行っているという情報は証拠を伴ったものではないので正確性に欠けるが、不法投棄が行われている可能性は極めて高いと思われる。NCC は早急に NEMA とも協力し不法投

棄者の摘発を行い、不法投棄の防止に努める必要がある。

NCC は上記 JET の申し入れを受け、2015 年 11 月 10 日環境局審議官室で、NCC 側はオヤケ審議官、ムラヤ環境局長、パトリシアの 3 名と WEMAK 側は会長であるオニャンチャ氏との会議が行われた。その中で NCC は、フランチャイズ制導入 PP を早く軌道に乗せるため裁判を早く終結させたい、そのためにフランチャイズ制ゾーンの一つを WEMAK に特命で契約できるようにしたい、と考えている旨を説明した。これに対して WEMAK は一応の理解は示したものの、NCC の過去の強硬的な取り締まりに対する反省とダンドーラ処分場の劣悪な環境の改善を求めた。それに対して NCC はダンドーラ処分場の改善については既に開始していることを説明した。

WEMAK は NCC の提案に理解を示し持ち帰って WEMAK のメンバーで協議を行い、11 月 20 日に NCC へ文書で回答した。その内容は下記のとおりである。

- (1) WEMAK が 2 つの裁判を取りやめる条件として下記の項目を NCC は実行すること
 - 1) 全てのフランチャイズ制のゾーニング見直し
 - 2) Creative Consolidated 社が契約している CBD のごみ収集の見直し
 - 3) SIFA が契約しているゾーン 7 のフランチャイズ制導入 PP の見直し
 - 4) Zoa Taka 社が契約しているゾーン 9 のフランチャイズ制導入 PP の見直し
 - 5) 入札を行おうとしているゾーン 1 およびゾーン 6 のフランチャイズ制導入 PP の見直し
 - 6) ナイロビ市におけるゾーニングを廃止して WEMAK のメンバーすべてがごみの収集を自由に行えること
 - 7) NCC は WEMAK に対して行った取り締まりによる被害の弁償を行うこと
 - 8) NCC は WEMAK メンバーに対してごみ収集のライセンスを発行すること
- (2) WEMAK から提案されたフランチャイズ制案
 - 1) ライセンスを所有している PSP による自由競争のもとでのナイロビ市内の高・中所得者地区のごみ収集を可能とすること。
 - 2) 低所得者地区のごみ収集は高・中所得者地区のごみ収集量（ダンドーラ処分場搬入量でカウント）に応じて行う。例えばダンドーラ処分場へごみ収集車両 3 台/日を運んだとすれば 1 台分は低所得者地区のごみとする。
 - 3) ダンドーラ処分場の整備費用をファンドによって捻出する。
 - 4) フランチャイズ制のゾーニングは WEMAK や KARA（Kenya Alliance of Resident Associations）などの民間の意見を聞き入れ、かつ廃棄物法に基づいて行われること。
 - 5) 新しいフランチャイズ制のゾーン設定には現在設定しているゾーニングプランを白紙に戻すこと。

以上が WEMAK から提出された文書の内容であるが、今後とも NCC は WEMAK メンバーの救済策について WEMAK と充分協議を行いながら解決策を出すこととしている。

（以上、添付 Annex 3.20 Minutes on Consensus in SWM, Annex 3.21 WEMAK Response to NCC Request 20th Nov.を参照のこと。）

【D10-3-2】フランチャイズ制に関する PSP2 社との協議

- (1) BINS NAIROBI SERVICES LIMITED（以下 BINS）との協議

2015 年 10 月 12 日、BINS オフィスにて、JET 前田、竹内、サムソンは BINS のハルダルド

(Mr. Hardard Macharia) ゼネラルマネージャーとフランチャイズ制について協議を行った。その内容は下記のとおりであった。

- 1) BINS は WEMAK のメンバーではないし、裁判所に提訴しているメンバーでもない。
- 2) ゾーン 7・1・9 の入札に参加したが落札できなかったのも、その理由について NCC に尋ねたが回答は無かった。NCC は落札できなかった要因を詳しく説明する必要がある（添付 Annex 3.22 BINS Notification of Regret Zone 9 を参照）。
- 3) 入札図書の記入が難しいので次回入札時にはその記入要領について JET に相談に乗ってほしい。
- 4) CBO との協働については JET・NCC のサポートが必要である。
- 5) フランチャイズ制を始めるには NCC のサブカウンティやワードのオフィサーのサポートが必要である。
- 6) ゾーン 7 は大きすぎるので 6 つくらいのサブゾーンに細分化したほうがよい。JV を組むことも可能である。
- 7) フランチャイズ・フィーの 15% は高すぎる、5% くらいが適当である。
- 8) 入札開示後、入札書類を準備する期間が 2 週間では短すぎる。最低 30 日間は必要である。
- 9) 契約期間の 3 年間は短い。トラックなどの機材の減価償却を考えたとき 7 年間は契約を継続してもらいたい。
- 10) BINS はすべてのごみをダンドーラ処分場に搬入しているが、処分場内のアクセス道路コンディションが悪いので改善を望む。ここではその対策として収集してきたごみをベルトコンベアーを利用して大型トラックに積み替えてダンドーラ処分場へ搬送している。写真 2-28 にごみの積み替え施設、写真 2-29 にワークショップおよび写真 2-30 に BINS 駐車場全景を示す。



写真 2-28 ごみの積み替え施設



写真 2-29 ワークショップ



写真 2-30 BINS 駐車場全景

- (2) ゾーン 9 落札業者 ZOA TAKA Ltd. (以下 ZOA TAKA) との協議

10 月 13 日、ZOA TAKA オフィスにて、JET 前田、竹内は ZOA TAKA のワニョイケ (Mr. Ngugi Wanyoike) 社長とフランチャイズ制について協議を行った。

その内容は下記のとおりであった。

- 1) 2015年10月9日にフランチャイズ制ゾーン9のサイニングを終え契約業務が終了した。入札時に提出する書類については内容が複雑なので専門のコンサルタントに作成を依頼した。
 - 2) ZOA TAKA はごみ収集の経験が20年以上あり、現在トラックを7台所有しており、そのうち3台が押し出し式コンパクトトラックである。ゾーン9でフランチャイズ制を始めるには更に5台のトラックが必要である。
 - 3) 今後コンサルタントに依頼して収集エリアマッピングや顧客リストの作成、住民周知などを行う予定だが、その作業には3か月間が必要である。
 - 4) ごみ収集の協力を申し出てきた PSP に対しては拒むことはしない。協力して業務を行っていきたい。
 - 5) 低所得者地区ムクルでのごみ収集は CBO や Provincial Administration (District Office) との話し合いが必要であり、NCC、JET の協力を求めたい。
 - 6) ゾーン9でのごみ収集のメインターゲットは工場などの事業系ごみである。
 - 7) 3種類のライナーバッグを配布して分別収集を行う。
 - 8) ごみの積み替え場所を所有しており、コンパクトトラックで収集してきたごみを階層式の積み替え方式で大型ダンプトラックに積み替えてダンドーラ処分場へ運んでいる。
 - 9) 契約期間の3年間は短い。機材の減価償却を考えた場合、5年から10年間にしたい。
 - 10) 落札後の準備期間は3か月間が必要である。
- (3) PSP との協議を踏まえたフランチャイズ制導入 PP の条件改善への提言
- これまでのフランチャイズ制導入 PP のレビューおよび上記 PSP との協議を踏まえ、フランチャイズ制導入 PP の条件は以下のような事項に配慮し、見直しを行うことが望まれる（添付 Annex 3.23 Advice for Improvement of Implementation of the Franchise Project 参照）。
- 1) プロジェクトの公示から PQ 書類の提出までは、2週間から30日の期間をおくこと
 - 2) PQ 審査を通過した業者への連絡が完了してから入札まで少なくとも30日の期間をおくこと
 - 3) NCC は入札図書に記載された工程どおりプロジェクトを実施すること
 - 4) NCC は受注業者とともにアパート管理会社や事業者と個別に面談し、顧客の増加に努めること
 - 5) NCC は受注業者とともにごみ料金の必要性について十分顧客に説明し、理解を求めること
 - 6) NCC は受注業者に対し、フランチャイズ・フィーの必要性について十分説明し、理解を求めること
 - 7) 受注者は NCC に対して、会社の財務データを提出すること
 - 8) NCC は内部補助制度について、特に現状よりも小さなゾーンの適用を含め、再検討すること

【D10-4】新しいフランチャイズ制の導入

NCC は新たに3つのゾーンのフランチャイズ制の入札を実施した。新しいフランチャイズ制ゾ

ーンはゾーン 1、ゾーン 6、ゾーン 9 で、2015 年 5 月 13 日に Standard 新聞を介してこれら 3 つのゾーンの入札を公開し、5 月 28 日に入札を締め切り、6 月 10 日に入札結果が判明した。（以上、添付 Annex 3.24 Franchise Tender Document Franchise Zone1 Westlands, Annex 3.25 Franchise Tender Document Franchise Zone 6 Langata, Annex 3.26 Franchise Tender Document Franchise Zone9 Embakasi S, Part of Makadara, Starehe and Kamkunji を参照のこと。）

入札に参加した PSP は下記のとおりである。

(1) ゾーン 1

1. Garbage Dot Com Ltd.
2. Mesh Group Ltd.
3. Usafi Solid Waste Management
4. Bins Nairobi Services Ltd.

(2) ゾーン 6

1. Beta Best Enterprises
2. Garbage Dot Com

(3) ゾーン 9

1. Gikkor Investment
2. Solid Waste Management
3. Bins Nairobi Services Ltd.
4. Zoa Taka Ltd.
5. Garbage Dot Com

入札の結果は、ゾーン 1 およびゾーン 6 においては、応札者の提出書類の不備で不調に終わり、ゾーン 9 は ZOA TAKA が落札した。同社との契約調印であるが当初は 6 月 19 日に予定されていたが、審査が遅れ 10 月 9 日に契約調印が終了した（添付 Annex 3.27 Zone 9 ZOA TAKA Contract を参照）。

この後 ZOA TAKA は、ワークプランの作成、フランチャイズ制に必要な機材や物品の調達および顧客契約などを行い、ゾーン 9 のフランチャイズ制のスタートを 2015 年 12 月 1 日としている。しかし、2016 年 2 月末時点では準備に手間取っており、まだ開始されていない。

入札にかかる NCC の審査であるがゾーン 7 と同様、審査に時間がかかり、フランチャイズ制のスタートが遅れた。今後は審査を期限内に迅速に行う必要がある。

今回、3 つのゾーンの入札は PQ 審査なしで実施された。この背景には WEMAK に属する PSP はこの入札には参加できないので応札する PSP の数が少ないことや 3 つのゾーンを一時に発注するので各ゾーンは少数の応札者になることなどがあり PQ 審査は実施されなかった。

ゾーン 1・6・9 におけるフランチャイズ制の工程を図 2-24 に示す。

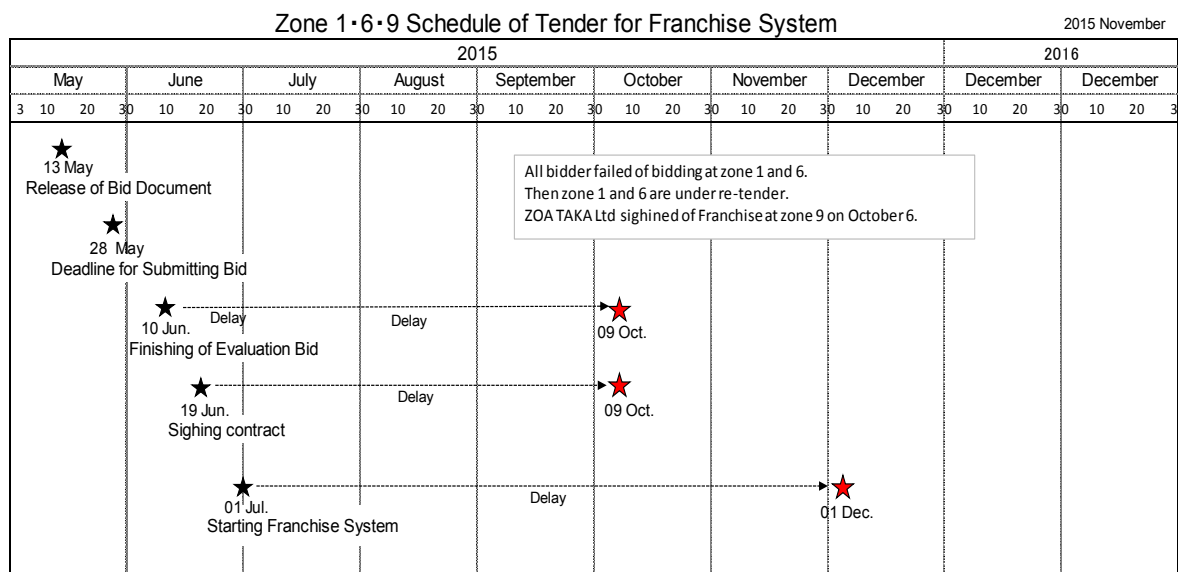


図 2-24 ゾーン1・6・9のフランチャイズ制の工程

【D11】フランチャイズ制による廃棄物収集運搬のためのガイドライン作成（第4年次）

現在、ナイロビ市においては、フランチャイズ制による廃棄物収集運搬についてのガイドラインは存在しない。

そのため、このプロジェクトの実施内容をもとに「フランチャイズ制による廃棄物収集運搬のためのガイドライン（案）」を作成し、より実用的なガイドラインにすべくナイロビ市側の意見を聞き、最終化した（添付 Annex 4.2 にガイドラインを示す）。

成果3 「NCCの廃棄物収集・運搬におけるCBOsとの連携にかかるキャパシティが向上する」に係る活動

【A15】スラム地域の廃棄物収集の課題確認とCBOs連携PPデザイン（第1年次）

スラム地域における廃棄物収集・運搬状況に関するPPを実施するため、現状の調査分析および課題の整理を行った。対象としたスラム地域は、廃棄物管理に関連する活動を積極的に行っているCBOsが存在し、かつナイロビ市内で地域的に偏らないように留意しながら行った。

この結果、CBOによる廃棄物収集に未加入の世帯があることや、不法投棄が日常的に行われていることが明らかになり、PPの活動を通じて改善を図っていくこととした。

【A16】CBOs連携PPデザイン（第1年次）

スラム地域では、CBOs自らが顧客を獲得し、その顧客から直接廃棄物を収集、CCNが指定する収集ポイントまで運搬している。料金は、主に廃棄物収集時にその週の料金を各顧客から徴収し、CBOsの運営資金の一部となっている。顧客の増加が直接運営資金の増加につながるため、顧客獲得はCBOsの日々の活動の一つとなっている。

このような状況から、本PPでは、次の2つのモデルを検討することとした。

【A16-1】ごみバンクシステム

CBOs が収集拠点の役割を果たし、各家庭から排出されるリサイクル資源とリサイクル工場の橋渡し役となる。プラスチック類や金属類、ガラス類を主な対象品とし、各顧客（家庭）がそれぞれ有価物を CBOs に排出、CBO はその有価物をリサイクル工場へ販売し運営資金を得ると共に、代価を何らかのインセンティブとして各顧客（家庭）へ提供する。

【A16-2】料金ディスカウントシステム

料金ディスカウントシステムは、住民が分別を行う際の経済的なインセンティブが明確に示されたシステムである。このシステムにおける住民および CBOs の役割、取り扱うごみの種類はごみバンクシステムと類似しているが、住民の貢献度によって直接金銭的なインセンティブを示している事が特徴である。つまり、従来の混合排出を行っている顧客へは従来どおりの課金となるが、分別を行っている住民には料金のディスカウントを行い、さらに CBOs の拠点で排出を行う住民にはさらなる金銭的インセンティブを与えるというものである。

【A16-3】ベースライン調査

PP の適切なモニタリングおよび評価を行うため、以下の3点についてベースライン情報を集め、将来における比較、他の地域での PP 実施の際の参考とすることにした。

- a) 対象地域住民の廃棄物管理に関する理解度、行動、考え方
- b) 対象地域における不法投棄問題の現状
- c) 対象となる CBO の廃棄物管理能力

上記 a)および c)については、面接方式による聞き取り調査、b)については主要な不法投棄場所に溜まっているごみのボリュームを測定した。

【A16-4】機材調達

PP で対象とすることにした二つの CBOs は、それぞれ約 300 世帯のごみ収集を行っていた。この 300 世帯をおおよそ 1,000 世帯まで増加させるため、CBO のごみ収集活動従事者数、活動範囲、時間、一回に運べる量等を勘案し、各 CBO に一輪車やリヤカー、長靴や手袋といった機材を調達した。

【A17】パイロット地区選定および PP 実施に向けたコンサルテーション実施（第1年次）

【A17-1】PP 地区選定

PP の対象とする地区は、既存文献や NCC のデータをもとに一次スクリーンを行い、その後、活動地域の規模や廃棄物管理に関する知識・経験・活動状況など、PP 実施上基本的かつ重要な項目についてより詳細に分析した。これら項目は次の4点である。

- a) 活動地域の規模：活動地域に 1,000 戸以上の住民が居住していること
- b) 廃棄物管理に関する活動実績、知識：CBO の活動として、実績、知識を有しているほか、地域リーダーからも評価を得ていること
- c) 地域リーダーからの支援：Chief および Village elder 等からの支援が期待できること
- d) アクセスのし易さ：NCC の廃棄物収集トラックが容易にアクセスでき、かつ、トラックデポ、ダンドーラ処分場からの距離も離れ過ぎていないこと

この結果、2つの地区（キベラおよびシナイ）が選定された。

【A17-2】PP 実施に向けたコンサルテーションの実施

上記で選定した2つの CBO が属する地域において、実際の廃棄物収集活動に従事する CBO メンバーを対象としたワークショップを開催し、PP の活動内容説明を行うとともに廃棄物を収集する現場メンバーからの視点・意見の集約を図った。



写真 2-31 グループディスカッション 写真 2-32 各グループによる発表 (Sinai)
(Soweto West)

当初計画では、当年度中に CBOs 連携 PP を開始する予定であったが、2013 年 3 月 4 日（月）に総選挙が実施されることから、C/P と協議の結果、PP の実施は 2013 年 6 月以降に開始することとした。

【B10】CBOs 連携 PP 実施エリア住民向けの説明会の実施（第2年次）

NCC と JICA による本 PP の周知・説明および PP のキックオフイベントととして、スラム地域住民を対象とした住民説明会を実施した。この住民説明会に先駆け、CBO メンバーを対象としたワークショップの開催や、住民への影響力が強い地域のリーダー等にも協力を呼びかけるためのリーダーズミーティングを開催するなど、段階をおって実施した。

表 2-23 PP 周知のための説明会等の種類と内容

	会合の種類	対象者	内 容
1.	ワークショップ	CBO メンバー	PP の目的、料金ディスカウントシステムの採用、収集方法、分別・リサイクル等
2.	リーダーズミーティング	地域リーダー	PP の目的、PP の実施方法、意見交換等
3.	住民説明会	周辺住民	PP の目的、料金ディスカウントシステムの説明、収集方法、収集記録シートの説明、分別・リサイクル等について

これら各種ミーティングの効果もあり、PP 開始後の各 CBO の顧客獲得数は順調に増加した。

図 2-25 に 2013 年 6 月から 12 月までのキベラにおける顧客数の推移を示す。この図からも、PP 開始直後の 2013 年 7 月から 8 月にかけて全ての収集ルートにおいて顧客数が大幅に増加したことが分かる。また、その後顧客数は 2013 年 9 月から 10 月にかけて落ち込んだものの、その後は着実に増加していった。なお、対象地域の総世帯数は、あくまで推定だが、約 2,400 世帯である。

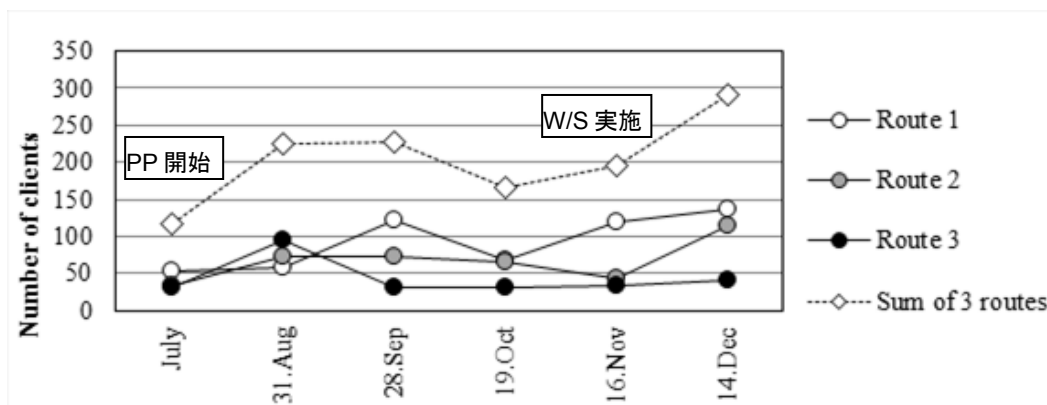


図 2-25 キベラにおける顧客数の推移

【B11】 CBOs 連携 PP 対象地域におけるクリーンアップキャンペーンの実施（第2年次）

【B11-1】 PP 開始時のクリーンアップ

PP 対象地域に散らばっている不法投棄ごみを可能な限り除去し、PP を通じてその状態を維持していく事を目的として、クリーンアップキャンペーンを実施した。クリーンアップキャンペーンでは、CBO が地域住民に対する参加の呼びかけ、NCC が収集トラックの手配と必要資機材の提供を担当し、当日は CBO が地域住人とともに水路の清掃活動を行い、地域の環境美化と衛生状況改善に取り組んだ。

【B11-2】 PP 開始後のクリーンアップ

PP 開始から半年ほどが経過し、PP 対象地域内における不法投棄量に蓄積が見られ、また、CBO の顧客数も伸び悩んでいることから、再度住民の意識啓発を行い、PP への参加（CBO の顧客獲得）と地域環境の改善を目的に再度クリーンアップキャンペーンを実施した。

【B12】 CBOs 連携 PP の実施（第2年次）

【B12-1】 CBO メンバー交換プログラム

通常、CBO メンバーは自分達の CBO の活動状況や地域内の様子については熟知しているものの、他の地域で活動している CBO の活動状況やその地域の様子については殆ど知ることがない。このため、7月初旬の PP 開始を前に、対象となる CBO（ムクル：VICCO [Viwandani Comprehensive Community Organisation]、キベラ：ERIKK [Enhancing Revitalisation in Kibera, Kenya]）のメンバーを対象に CBO メンバー交換プログラムを実施した。本プログラムでは、数名のメンバーが交代でお互いのスラムを訪問し、通常の収集作業に参加することで、他の CBO の活動から学ぶ事がないか探るものであった。



写真 2-33 CBO メンバー交換プログラムで
ごみの分別をしている様子

この結果、例えば、エリック（ERIKK）ではリサイクルを増やす為に、どの種類のごみがリサイクル可能かを知る事に重点を置いていたが、ヴィコ（VICCO）の分別方法を体験し、ごみ袋か

ら効率的に資源ごみをより分ける方法を習得した（写真 2-33 参照）。

【B12-2】PP の開始

ムクルでは 2013 年 7 月 7 日（日）、キベラでは 7 月 14 日（日）より PP を開始した。

PP デザインでは、料金ディスカウントシステムとごみバンクシステムの 2 つのシステムが提案されていたが、顧客にとって支払う現金の減額という形で直接インセンティブを感じられる事、CBO にとって数世帯にすでに試験的に実施しており推進しやすい事等から、両方の CBO で料金ディスカウントシステムを採用することとなった。

本 PP では、①ごみ収集シートによる顧客・収集ごみ・料金徴収情報の記録、②チームワークによるごみ収集の実施、③料金ディスカウントによるインセンティブ付与とこれまでの収集方法の継続利用を基本としている。

PP 開始後、キベラでは順調に顧客数が増加しており、PP 以前は 180 世帯だった顧客数が 2013 年 10 月時点で 450 世帯と増加してきていた。また、ディスカウント制の導入により、各世帯での分別が促進され、CBO による資源ごみの収集量も増加した。

しかし、PP は両 CBO で順調に開始されたように見受けられたが、開始後 2 ヶ月ほどでムクルの CBO（VICCO）から PP の継続を困難にする状況が発生してきた。主な状況は、① PP 実施に関する金銭の要求、② JET に対するハラスメント、③ CBO メンバーの違法薬物の使用である。これら状況により、やむを得ず 9 月でムクルにおける PP の実施を中止することとした。

この経験から、以降の PP は次のように実施していくこととした。

対象地区の選定	<p>現地の有力な CBOs /NGOs から新たな選定基準に基づいて 2 者選定し、その 2 者と JET/NCC でミーティングを行う。</p> <p>A. ミーティングでは JET/NCC がプロジェクトにおける関係機関の役割を十分に説明し、理解をしてもらった上でこれらの CBOs/NGOs よりパイロットプロジェクトにおいて期待していることを話してもらう。</p> <p>B. CBOs/NGOs の期待していることをベースに、JET/NCC が彼らのニーズを評価する。同時に JET/NCC が彼らのニーズと NCC の能力とのギャップをプロジェクトの予算を考慮しながら、分析する。</p> <p>C. JET/NCC は CBOs/NGOs との MOU を結ぶための議論を行う。D. 上記 A から D までのプロセスにおいて何か問題が発生した場合、選定基準を満たす上記 2 者に次ぐ 3 番目、4 番目の CBO/NGO と交渉を開始する。</p>
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【B13】CBOs 連携 PP の評価・提言（第 2 年次）

【B13-1】PP のモニタリング

本 PP では、住民説明会の実施や PP 実施の際のモニタリング活動を実施した。特にモニタリング作業においては、2 回／月の現場でのごみ収集作業状況、違法ごみ集積スポットにおけるごみ蓄積量のチェック、住民の意識調査等を行い、PP の実施状況をデータとして記録した。

【B13-2】フォローアップ・ワークショップ／ミーティング

PP 開始 3 ヶ月後と 6 ヶ月後にフォローアップ・ワークショップを実施し、PP 実施状況に関する情報共有と問題点の洗い出しおよび解決方法の検討を行った。

これらワークショップで明らかになった今後の課題とその原因、解決策は以下のとおりである。

今後の課題	考えられる原因	解決策
不法投棄量の増加（減少が見られない）	<ul style="list-style-type: none"> ごみを除去した後の不法投棄場所の活用方法が不明確 住民の意識が足りない 罰則がない（適用されない） 	<ul style="list-style-type: none"> NCCによる取り締まりの強化 住民の意識啓発の実施 住民同士で注意しあう
収集ごみ量の減少	<ul style="list-style-type: none"> 季節的な変動（雨水がごみを洗い流してくれる） NCCトラックによる収集が不定期 	<ul style="list-style-type: none"> NCCによる定期的な収集
顧客数の伸び悩み	<ul style="list-style-type: none"> CBOメンバーによる顧客対応のまざさ NCCトラックによる収集が不定期 競合するCBOに顧客を奪われている 	<ul style="list-style-type: none"> コミュニケーションスキルを上げ、過去に顧客となった世帯への営業活動を実施。 近所同士でグループを作るなど、敷地全体でカバーするように促す。

【C12】CBOs 連携 PP における拡大/新規サイト選定およびPP デザインの策定（第3年次）

第3年次の活動開始にあたり、第2年次までの活動で得た経験を再度整理しなおし、カウンターパートがプロジェクトを自ら率先して推進していく姿勢を担保するため、各関係者の役割（特にNCCの役割）についてNCCが整理を行った。

【C12-1】教訓・対応策の整理

第1年次および2年次では、キベラ地区のCBOであるエリックおよびムクル地区のCBOであるヴィコを対象にPPを実施したが、キベラ地区では比較的スムーズにPPを推進できたのに対し、ムクル地区では、途中でPPの継続を断念せざるを得ない状況に陥った。ここから導き出された教訓を整理した上（【B12-2】参照）、各関係者の役割を下記のとおり整理し、再確認を行った。

表 2-24 PP における各関係者の役割についての再確認

関係者	役割
NCC	PP デザインの基本的なレイアウトを受け持つ 再委託先の活動を確認、モニタリング、管理する PP 全体の監督
JET	再委託契約の締結 C/P（NCC）と委託先をガイドする モニタリングと委託管理 PP 全体の監督
CBO/NGO	ごみ収集活動等の日々の活動の継続 NCC/JET/再委託先による各種活動への支援 （ミーティング開催、現場作業、PP デザイン、モニタリング活動等）
再委託先	仕様書にて指定した下記を含む全ての作業の実施 ① PP 対象エリアにおける CBO の能力の確認と活動をサポートする地図の作成 ② ニーズ評価の実施 ③ CBOs の能力強化のため PP プロジェクトのデザインと実施 ④ 広報戦略の策定 ⑤ PP のモニタリングと評価の実施 ⑥ 進捗報告書、最終報告書の作成

【C12-2】PP 対象地域の選定

上記を踏まえ、新たな PP の対象地域としては、以下の 2 地域を対象として実施することとした。

- ① エリックを対象として実施してきた Soweto West を含むキベラ地域
- ② フランチャイズ制 PP の実施体調地域であるカンゲミ地域

両地域とも既に本プロジェクトにとっては馴染みのある地域であり、CBO や住民も既知の間柄である。ただし、上記教訓・対応策の整理でも明らかになったように、対象となる CBO の活動状況や信頼度が PP 成功の重要要素である事から、各ローカルリーダーにプロジェクトの説明を行うとともに、CBO の活動状況や住民からの評判等について確認を行った。

[キベラ地区]

キベラにおいては、昨年度までのエリックを基点とし、北西のキベラ地区の端までを対象とした。また、上記リーダーや住民との対話等により廃棄物収集活動をしている複数の CBO を特定し、それぞれの活動内容・信頼度を十分確認した。

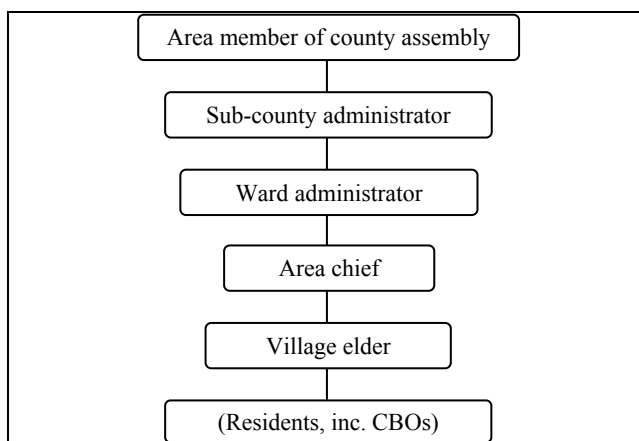


図 2-26 ローカルリーダーの行政上の位置づけ

表 2-25 対象地域における廃棄物関連の活動をしている CBO

No.	CBO 名	活動地域	活動範囲 (m ²)	対象世帯数
1.	E.R.I.K.K	Soweto West and Gatwekera	44,770	352
2.	Utilization	Soweto West and Gatwekera	31,900	100
3.	New Visionary	Gatwekera	33,770	250
4.	Kibera Gamers	Gatwekera	102,040	350
5.	Fruitful	Gatwekera	16,470	100
6.	Tujiinue	Kianda	37,770	50
7.	Foundation of Hope	Kianda	14,570	70
8.	Kianda United	Kianda	10,080	65
9.	Soweto Youth*	Soweto West	18,660	-

注：*9 の Soweto Youth は後に活動を中止してしまった。

[カンゲミ地区]

カンゲミ地区においては、主に西側で活動している CBO であるクリーンビジョン (CleanVision) と東側で活動しているワルク II (Waruku II) の CBO が存在していたが、これら二つの CBO は本 PP の趣旨に賛同し、廃棄物収集分野での共同作業についての協定書 (Memorandum of Understanding) を 2014 年春に締結した。これにより、本 PP で対象となる CBO はクリーンビジョン (CleanVision) となった。なお、対象地域の世帯数は、凡そ 25,000 世帯と推計される。

【C12-3】再委託のための仕様書作成

当該年度の PP は、昨年度までと同様に再委託により実施した。ただし、ア) これまでの教訓の整理から再委託管理をしっかりと行う必要性が確認されたこと、イ) 再委託管理をするためには、全ての工程において活動の内容を十分に理解することが必要なこと、ウ) 今後、カウンターパートが自らプロジェクトを実施していくためには、カウンターパートが自らプロジェクトを組み立

てていく工程を経験する必要があること、から、再委託先に提示する仕様書をカウンターパートが中心となって作成した。

【C12-4】 ニーズアセスメントとPPのデザイン

現場でのニーズアセスメントの実施やその他付随作業は、再委託先が実際の作業を行ったが、住民調査の質問項目作成や住民説明会の開催、啓発活動の実施、PP デザインの作成過程には、NCC が深く関り、全てのステップにおいて主体的に活動を行った。また、PP デザインを行う際には、次年度以降に他の地域へ展開する際に参考となるかを考慮しながら検討した。

[キベラ地区]

キベラ地区においては、ERIKK が実施していた料金ディスカウントシステムによる収集サービスの水平展開を想定していたが、協力を表明した 8 つの CBO がそれぞれの独自性を保ちたいとの強い要望があったことから、料金ディスカウントシステムを導入する前に、統括組織（Umbrella Group）の設置がまずは必要である事が判明した。この統括組織については後述する NYS（National Youth Service）の活動の影響を受け中断を余儀なくされた。

[カンゲミ地区]

カンゲミ地区で収集活動ができる CBO はクリーンビジョンのみであるが、その組織体制は役割が曖昧な役職が多く存在し、指示系統が不明確であり、収益を上げて継続的に活動していくには貧弱である事が判明した。このため、組織体制を構築しなおす事を PP とすることにした。

【C12-5】 これまでのPPで判明してきた課題の整理

本プロジェクトでは、これまでキベラ、ムクル、カンゲミのそれぞれの地区で活動を行ってきたが、それぞれ異なった問題が発生してきた。今後 PP 地域を拡大する際の参考とするため、それら課題を整理し対応策を整理した。

表 2-26 PP 実施地域におけるこれまで発生した課題とその要因、対応策

課題・失敗	要因	対応案
キベラ		
CBO メンバーの参加意欲が低下 住民の支払意思が低下	NYS によるイニシアティブの実施 (NYS は日当の支払があるが、NCC/JET プロジェクトでは無給である。 また、不法投棄しても NYS が無料で処理する)	NYS とのコラボレーションを進める。 なるべく早い段階から当該機関との対話を開始し、協力関係を築く。
アクセスが悪くなる 収集ポイントの移動が必要となる	KRC (Kenya Railway Corporation) による線路脇の壁の建設	地元リーダーおよび CBO との連携を強め、最適な場所に収集ポイントを設ける。
ムクル		
JET/再委託先への金銭要求	援助機関からの金銭的援助に対する慣れから同様の支援を期待してしまった。	CBO 選定時には、関係者への説明およびヒヤリングをしっかりと行う。
CBO メンバーによる薬物使用 JET/再委託先へのハラスメント行為	個人の問題ではあるが、CBO のマネジメントが弱かった事も要因と考えられる。	

課題・失敗	要因	対応案
カンゲミ		
規約の改定といった組織の根本に係わる事項の変更には意思統一のための時間がかかる	計画時に十分な時間的余裕を確保していなかった。	時間に余裕を持って計画を進める
他組織による活動	フランチャイズ制導入 PP の開始により排除される企業活動が継続してしまった。	住民啓発を継続すると共に、NCC にエンフォースメントの強化を働きかける。

なお、スラム地域内でごみ収集・運搬のコアとなる CBO が不在もしくは能力不足の場合は、地元リーダーの働きかけを通じた①新たな CBO の立上げや、②当該スラムの既存 CBO（スポーツや教育など様々な目的を持った他の CBO が存在していると推察される）への SWM 業務への参入呼びかけ、③近隣スラムの CBO の参入促進、④実施中の PP で開催されるワークショップやセミナー等への参加促進等を通じて対象となる CBO を確保・育成していくことが考えられる。

【C13】 NCC が実施する CBOs 連携による廃棄物収集・運搬の継続モニタリング（第3年次）

CBO の顧客数とごみ収集量をモニタリングした。特にエリックについては、これまでのデータに追加する形で、その他の CBO については、今後比較するためのベースとなるデータである。

図 2-27 に前年度からデータがあるエリックの顧客数の変化を示す。2013 年 8 月の PP 開始時には 150~250 世帯ほどの顧客数で推移していたものの、ワークショップ等を実施し住民啓発を行ったところ 250~300 世帯を超える顧客数を獲得していた。その後緩やかに 350 世帯程度まで増加傾向が見られたが、2014 年 12 月の頭から急激に低下を始めた。これは NYS（National Youth Service）のキベラ改善イニシアティブ（Kibera Slum Upgrade Initiative）で不法投棄ごみを無料で回収し始めた時期とほぼ一致している。

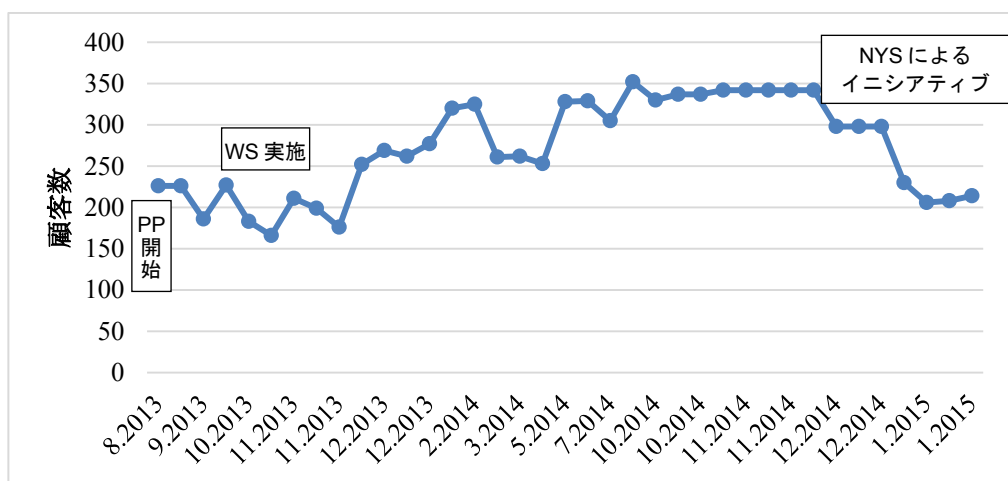


図 2-27 エリックにおける顧客数の変化

一方、カンゲミ地区における顧客数の変化を図 2-28 に示す。PP 開始前は凡そ 12,000 世帯の顧客数であったものが、PP 開始以降、順調に増加してきていることが分かる。PP 開始直後は、フランチャイズ制の導入によりカンゲミ地区より撤退すると見られていた民間企業の顧客を獲得する事に注力していたため、増加は緩やかなものとなっていたが、その民間企業からの顧客獲得を諦め、新規顧客の開拓に注力し始めたころから顧客数の伸びが見られる。但し、SIFA による運搬が停止し集

積ポイントにゴミが山積する状態になると、顧客の伸びが鈍化している。なお、図 2-28 では明確ではないが、運搬停滞時期においては、集積ポイント付近の顧客離れが見られる一方、集積ポイントから離れた地域においては順調に顧客数が増加している。

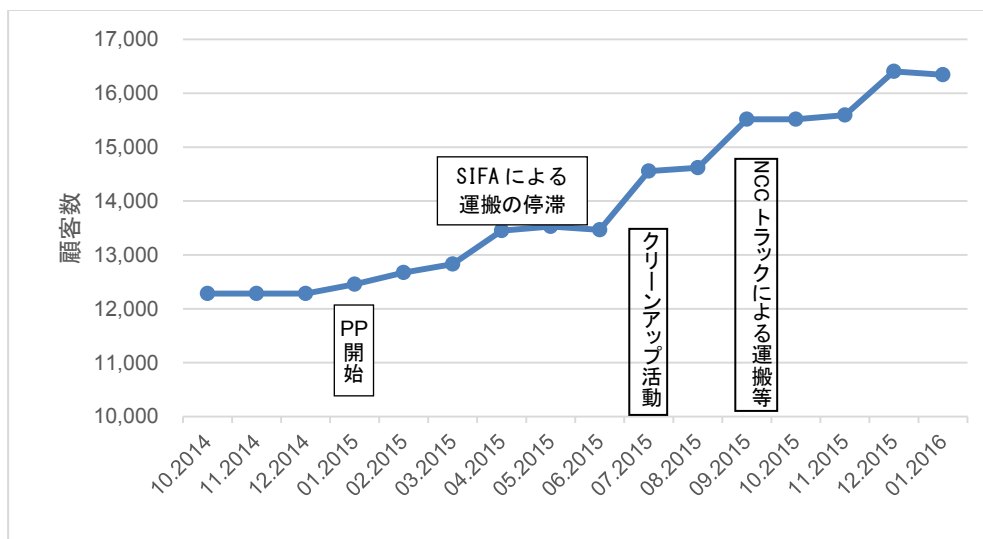


図 2-28 クリーンビジョンにおける顧客数の変化

【C14】CBOs 連携による廃棄物収集に係るガイドライン作成（第3年次）

これまでの活動を踏まえ、カウンターパートが本プロジェクト終了後に独自で活動を実施できるように、PP 実施上の配慮すべき点、検討すべき項目等を記載し、それぞれに解説をつけたガイドラインを作成した。本ガイドラインはカウンターパートと共同で準備した。具体的な構成は次のとおりである（添付 Annex 4.3 にガイドラインを示す）。

第1章 序章（ガイドラインの目的や背景）

第2章 PP実施のための各ステップ（各活動とそれぞれにおける留意点）

2-1：PP計画要領

2-2：PP準備要領

2-3：PP実施・モニタリング要領

2-4：PP結果分析および改善策検討要領

添付資料（これまでの PP のレポート群からアンケート見本などを抜粋した資料およびデータ等）

【D12】NCC が実施する CBOs 連携による廃棄物収集・運搬の継続モニタリング（第4年次）

【D12-1】これまでの PP で判明してきた課題の整理

プロジェクトの最終年度に入り、カウンターパートと共にキベラおよびカンゲミ地区における CBO 活動についてモニタリングおよびコンサルテーションを行った。

[キベラ]

NYS との協調を探るも具体的な対応までは進まず、その間に NYS がキベラより撤退してしまった。NYS 時代に廃棄物管理に対する住民の意識は低下してしまっていたが、その状態のまま突然 NYS による無料サービスが消えた事になり、キベラ内には廃棄物が山のように滞留してしまう事

態となった。また、同時期に NCC は自身の資金不足（燃料費）により、収集トラックを使用することも出来なかったため、このゴミ運搬の停滞は、不法投棄量の増大に拍車をかけた。



2015 年 9 月上旬
写真 2-34 エリックのコレクションポイント
NYS 撤退後（2015 年 12 月 8 日）

一方、そのような中、CBO 活動を継続・発展させるため、下記の内容のワークショップを 3 回開催した。CBO 管理についてのセッションにおいては、NYS による活動の再開を望む声が聞かれたと同時に、再度 NYS の活動に参加する場合は、メンバー個人が NYS に雇用される形式ではなく、CBO として雇用関係を結ぶ提案をするなど、地域全体の利益を求める姿勢も見られた。

表 2-27 ワークショップの内容

月日	テーマ	ターゲット	内容
10/12	CBO Management	Working Level (68)	Book keeping Finance management Linkages with industrial markets
11/12	Entrepreneurship in SWM	Management Level (35)	Session 1 Client base retention Session 2 recyclable technologies (plastic, metal, organic) Appropriate technologies
14/12	Occupation Health & Safety	Working Level (86)	General health & Safety PPE (personal protective equipment) & Hazards (Basic safety awareness safety certificate)



ワークショップ 1 日目
集合写真（2015 年 12 月 14 日）
写真 2-35 ワークショップの様子

[カンゲミ]

カンゲミ地区からのゴミの運搬を担当していた SIFA が、10 月ころから収集運搬を停止したた

め、収集ポイントおよび周辺地域にゴミが溢れる事態となった。こうした中、CBO のクリーンビジョンは、顧客に自分達の信憑性を示すため、NCC からの Recognition Letter を発行してもらうなどの努力を続けており、顧客数もほぼ現状維持を続けている。新体制移行後の組織運営も良好であり、毎月 10 万 KSh 程度の留保が出来ているほか、分別の推進やコンポストへの取り組みも検討している。NCC も資金不足のなか、リサイクル先の紹介やコンサルテーションを行い、組織運営の助言を行っている。



写真 2-36 Cemetery Site の現状



写真 2-37 分別されたプラスチックの山

【D12-2】CBO 連携にかかる活動の今後の展開の検討

カウンターパートは、CBO 連携に掛かる一連の活動を最初から最後まで実務経験として体験してきており、作成したガイドラインを参考にしつつ、CBO 連携の活動をナイロビ市内全体に広げていく段階にまで来ていると言える。特に、様々な困難な状況を克服して教訓とし、その上で複数の CBO を纏めて、統括組織の設立支援・強化してきていることは、他地域での CBO 連携を進めていく上でも重要なベースとなると考えられる。

スラム地域からの出口である収集ポイントから最終処分場までの対応が NCC として可能であるという前提が必要であるが、1)主にフランチャイズ制の展開地域にあわせて対象地域を選定していく事、2)ある程度のマンパワーが必要になることから、3 年次に雇用された NCC の若手スタッフとチームを組む事、によって、CBO 連携活動を進めていくことが出来ると考えられる。

成果4 「NCC 環境局(Department of Environment : DoE)の財務管理にかかるキャパシティが向上する」に係る活動

【A18】NCC の廃棄物関連活動の収支確認・レビュー（第1年次）

第一年次においては、本プロジェクトが将来的に視野に入れている「廃棄物管理公社」による廃棄物管理体制において、「公営企業会計方式」に基づいて、最終的に独立採算を目指す基本方針を策定した。その第一段階としては、廃棄物関連収支を NCC の一般会計から切り離し、財務の透明性を担保する廃棄物管理特別会計（廃棄物特別会計）の導入を目指した。第二段階としては、廃棄物特別会計を、設立が予定されている廃棄物管理公社準備室の管理に移管する。さらに第三段階としては、廃棄物管理公社を設立し、特別会計を公社に移管し、独立採算を目指す。特別会計の運用は、単に一般会計に切り離せばいいというものではなく、固定費・変動費・収入などのすべての費目を仕分けしたうえで、廃棄物特別会計予算を組む必要がある。具体的には、第一年次時点で判明し

ていた 2011/12 財政年度決算の詳細分析をした。

基本的な問題点としては、ダンドーラのティッピング・フィーがほぼ唯一の収入であり、廃棄物管理関連総費用の 2.2%を占めるにすぎない。したがって、廃棄物関連費用・収入に関しては、損益分岐点にはほど遠いことが判明した。人件費は総費用の 37.1%を占め、投資費用は総費用の 4.7%を占めるにすぎない。表 2-28 は 2011/12 財政年度決算の廃棄物関連費用および収入の一覧である。

表 2-28 廃棄物関連費用および収入（2011/12 財政年度決算）

費目	2011/12 財政年度決算（2011年7月～2012年6月）	
	廃棄物関連費用・収入 (1000Ksh)	費用合計に対する割合 (%)
人件費	198,428	37.1
運営費用	297,145	55.5
維持管理費用	14,700	2.7
投資費用	25,000	4.7
費用合計	535,273	100.0
収入合計	12,000	2.2
収支	-523,273	97.8

【A19】廃棄物特別会計の導入計画の作成（第1年次）

廃棄物特別会計導入のためには、法律の変更は必要なく、NCC 内に設置されている Finance Committee の最終承認があれば、2013/14 財政年度から導入可能であることが確認された。2013 年 1 月上旬の Financial Committee において、廃棄物特別会計の 2013/14 財政年度から導入することが正式に承認された。この結果、2013 年 2 月中旬には、廃棄物特別会計のための専用口座を開設するためのリクエスト・レターが環境局長から発出された。

2013/14 財政年度より廃棄物特別会計を運用するために、後述する廃棄物管理公社準備室内に、特別会計運用の組織上の機能を持たせる基本方針が策定された。その際、表 2-29 のような組織上の改善がカウンターパートおよび専門家の共同作業により、提案されるとともに実施された。

表 2-29 廃棄物特別会計を運用するために必要な組織改善上の基本方針および実施結果

項目	特別会計導入後の組織改善の基本方針	プロジェクトにおける実施結果
一般会計との関係	特別会計を設置する。特別会計は、一般会計から切り離し、フランチャイズ・フィーを入れる別口座を設定する。	フランチャイズ・フィーを受け入れる特別会計専用銀行口座が開設された。
組織・スタッフアサインメント	2013/14 財政年度においては、廃棄物管理公社準備室に配属される特別会計管理担当カウンターパート 2 名による管理を実施する。 2014/15 財政年度においては、廃棄物管理公社準備室が本格稼働するため、カウンターパート 2 名に加えて、環境局職員 1 名および財政局から派遣される職員 2 名を含めた 5 名体制により管理を実施する。	廃棄物公社準備室が開設され、5 名体制により業務を開始している。
ワークフロー効率化	地方自治体の会計管理マニュアルとは別に、廃棄物管理特別コードを設定し、月次および年次データによって管理する。	廃棄物管理特別コードが設定され、月次データによって管理されている。ただし、月次報告は遅れがちである。
CCN 戦略計画との整合性	同戦略計画では、廃棄物管理部門の効率化が指摘されており、特別会計設置および公社化	廃棄物公社設立趣意書を作成中であり、廃棄物管理ロードマップで

項目	特別会計導入後の組織改善の基本方針	プロジェクトにおける実施結果
	の基本的方向性と整合性がとれている。	は 2018-2019 財政年度より公社を稼働させることになっている。
CCN リストラクチャリング計画との整合性	同レポートでは、将来的なアウトソーシングが提案されており、特別会計設置および公社化の基本的方向性と整合性がとれている。	同上

また、廃棄物特別会計を導入するためには、同特別会計の予算・決算運用能力向上および月次のルーティン業務能力向上が不可欠である。具体的には、月次予算管理フォーマットおよび年次決算処理フォーマットなどを開発し、カウンターパートによる 2013/14 財政年度からの廃棄物特別会計のモニタリングを実施する体制を整えた。

【A20】 廃棄物特別会計の導入・運用計画の実施（第 1 年次）

廃棄物特別会計の導入・運用計画を実施するためには、同特別会計の予算・決算運用能力向上および月次のルーティン業務能力向上が不可欠である。具体的には、月次予算管理フォーマットおよび年次決算処理フォーマットなどを開発し、カウンターパートによる 2013/14 財政年度からの廃棄物特別会計のモニタリングを実施する体制を整えた。

【A21】 廃棄物特別会計の導入計画の実施（第 1 年次）

廃棄物関連収支を NCC の一般会計から分離し、財務の透明性を担保する廃棄物特別会計を、2013 年 7 月より開始される 2013/14 財政年度より導入した。廃棄物特別会計は、将来的には設立が予定されている廃棄物管理公社に移管し、最終的には独立採算を目指す。具体的には、投資費用、維持管理費用、収入のすべての費目を仕分けしたうえで、廃棄物特別会計コードを導入し、廃棄物特別会計を設置した。

【B14】 廃棄物特別会計の導入計画の実施（第 2 年次）

第 2 年次においては、Council から County への体制変更などがあり、手続きが遅延していたが、2014 年 1 月に廃棄物特別会計用の専用銀行口座がようやく開設された。これにより、特別会計導入後は、フランチャイズ・フィーなどの廃棄物関連収入はすべて特別会計用の専用口座に入金されることになった。しかしながら、フランチャイズ・システムが市内全域で本格化するまでの当面の間は、収入が支出を十分カバーできないため、不足分を一般会計から繰り入れることになった。

図 2-29 は、フランチャイズ・パイロット・プロジェクトにより想定されるフランチャイズ・フィーおよび廃棄物特別会計との関係を示したイ

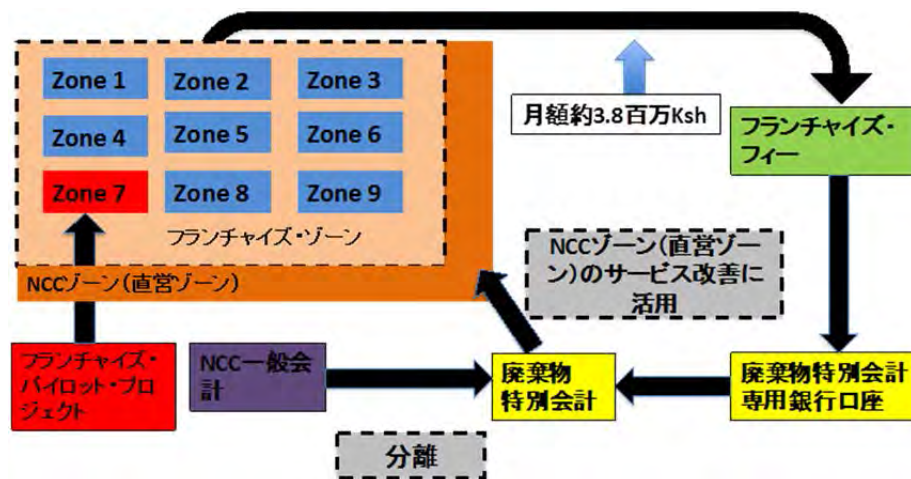


図 2-29 フランチャイズ・フィーおよび廃棄物特別会計との関係イメージ

メージ図である。

また、表 2-30 に示すような廃棄物特別会計を運用するために必要な組織上の改善を実施した。

表 2-30 廃棄物特別会計を運用するために必要な組織改善

項目	第 1 年次までの状況	特別会計導入後の組織改善 (第 2 年次以降の改善点)
一般会計との関係	廃棄物関連予算は、一般会計の環境局予算に組み込まれている。廃棄物関連収入は環境局予算だけでは賅っていない。赤字分は一般会計収入によって補填されている。	一般会計から切り離し、フランチャイズ・フィーを入れる廃棄物特別会計用の専用口座が開設された。
組織・スタッフアサインメント	通常業務と兼任で 13 名のカウンターパートが本プロジェクトを担当している。財務局および環境局の予算管理のカウンターパート 2 名、および人材管理局のカウンターパート 1 名によって予算策定および組織改革が実施されている。	2014/2015 財政年度においては、廃棄物管理公社準備室を設置し、環境局 4 名および財政局 1 名の専属カウンターパート 5 名体制により管理を実施する。
ワークフロー効率化	一般会計のワークフローは、地方自治体の会計管理マニュアルおよび会計コードによって管理されている。	廃棄物管理特別コードを設定し、月次実績を費目別および変動費・固定費別にモニターする。

【B15】 廃棄物事業に必要な歳入・歳出の算定 (第 2 年次)

2013/14 財政年度より廃棄物特別会計をスムーズに導入するために、歳入・歳出の算定にあたって、廃棄物関連の歳入・歳出を単に一般会計から廃棄物特別会計に移転するというだけではなく、廃棄物特別会計導入に伴い、長期的な収支改善を図るため、2013/14 財政年度の廃棄物関連予算費目から、変動費、固定費および収入を抽出し、ブレイクイーブン・ポイントを精査するべく、2013/14 財政年度の歳出・歳入データを抽出した。

廃棄物特別会計を導入するために、月次予算管理フォーマットを開発し、廃棄物特別会計のモニタリングを実施する体制を整えた。特別会計は、人件費、維持管理費および投資費用の費目別、並びに変動費、固定費および収入の各特別会計管理コードによって管理される。2013/14 財政年度の予算策定のために、人件費・維持管理および投資費用に係る歳出を算定した。予定されていた廃棄物公社準備室の歳出は、2014/15 財政年度予算に持ち越された。

また、予定されていた廃棄物特別会計の歳入の柱となるフランチャイズ・フィーは、フランチャイズ・パイロット・プロジェクトの遅延により 2014/15 財政年度予算に持ち越された。

【B16】 廃棄物特別会計予算の作成 (第 2 年次)

上記で算定された歳入および歳出をベースに、2013/14 財政年度の廃棄物特別会計予算を作成した。表 2-31 は、同予算の概要である。

表 2-31 2013/14 財政年度の廃棄物特別会計予算の概要

費目	2013/14 財政年度予算 (2013 年 7 月～2014 年 6 月)	
	廃棄物関連費用・収入 (1000Ksh)	費用合計に対する割合 (%)
人件費	322,348	31.0
維持管理費	409,175	39.4
人件費・維持管理費合計	731,523	70.4
投資費用	308,000	29.6
費用合計	1,039,523	100.0
収入合計	201,100	19.3
収支	-838,423	-80.7

フランチャイズ・パイロット・プロジェクトの遅延によるフランチャイズ・フィー収入の欠如のため、2013/14 財政年度においては、廃棄物特別会計予算は損益分岐点を大きく下回る予算となった。廃棄物特別会計の導入計画に基づき、同特別会計を運用するにあたって、特別会計の予算執行状況のモニタリングを、月次データをベースに実施した。2013/14 財政年度においては、フランチャイズ・フィー収入がないため、収支は大幅に赤字であり、一般会計からの繰り入れでカバーされている。

また、提案されている廃棄物管理公社準備室をスムーズに立ち上げるために、下記の組織上の考慮をした。

- 2013 年 12 月の知事への説明およびその後の承認に基づき、廃棄物管理公社準備室の必要な予算措置を 2014/15 財政年度 (2014 年 7 月～) に必ず実施することを確認
- 専門のカウンターパート 5 名を廃棄物管理公社準備室にアサインすることを決定
- 専門カウンターパートの代わりに新しいスタッフ 5 名をリクルートすることを決定
- 新スタッフ 5 名のリクルート後は、廃棄物公社準備室にアサインされた専門カウンターパート 5 名から、業務の引き継ぎを受ける。
- 2014 年 1 月～6 月までに総額約 240 万シリングの補正予算を確保し、カウンターパート 13 名のインセンティブとして特別手当を支給し、2014/15 財政年度も継続する。

2014/15 財政年度においては、環境局の通常予算に加えて、以下の新規予算を含めるべく、下記を考慮した予算のシリング枠増加を要求した。

- 廃棄物管理公社準備室のオペレーションに必要な費用 (オフィスのリノベーション、PC、プリンター、コピー機、インターネット接続費用、およびフランチャイズ・システム開始時の新聞広告など)
- 新規リクルートスタッフ 5 名の人件費
- カウンターパート 13 名 (準備室専属のカウンターパート 5 名を含む) の特別手当の継続

【C15】 廃棄物特別会計の導入・モニタリングおよび会計報告の作成 (第3年次)

2014/15 財政年度予算 (2014 年 7 月～2015 年 6 月) は、廃棄物特別会計導入後 2 年目であり、将来的に設立が予定されている廃棄物管理公社に同会計を移管し、独立採算を目指すこととなっている。特別会計導入後は、廃棄物関連収入はすべて特別会計用の専用口座に入金されている。ただし、フランチャイズ・フィーに関しては、フランチャイズ・パイロット・プロジェクトの遅延に伴い、収入として組み込まれるのは 2015 年 2 月以降とされた。また、フランチャイズ・システムが市内全

域で本格化するまでの間は、収入が支出を十分カバーできないため、不足分を一般会計から繰り入れられた。2013/14 財政年度決算における廃棄物関連費用の詳細については、表 2-32 のとおりである。

表 2-32 2013/14 財政年度廃棄物特別会計決算の概要

費目	2013/2014 財政年度決算 (2013年7月～2014年6月)	
	廃棄物関連費用・収入 (1000Ksh)	費用合計に対する割合 (%)
人件費	301,639	31.2
維持管理費	408,145	42.3
人件費・維持管理費合計	709,784	73.5
投資費用	255,580	26.5
費用合計	965,364	100.0
収入合計	12,465	1.3
収支	-952,899	-98.7

月次会計報告は遅れがちであり、専門家のアサインメント期間中には月次のタイミングで報告がなされないことが頻繁にあった。これらの報告遅延の原因は、第一に、NCC の一般会計は月次の会計報告ではなく、四半期毎の会計報告であること、第二に、人件費・維持管理費・投資費用・収入のそれぞれの費目の管理担当者が別々であり、月次実績データがバラバラに管理されているということである。このため、廃棄物公社準備室に配属される予定の財政担当のカウンターパートに、定期的に人件費・投資費用・収入の月次実績情報を集中的に集まるようなシステムを構築した。その際、すべての月次実績データが、定期的に財政担当カウンターパートに報告されるようなタイムラインを設定した。

【C16】会計報告の分析および財政状況改善に向けた提言作成 (第3年次)

廃棄物特別会計の財政状況を改善するために、廃棄物関連の歳入・歳出を単に一般会計から廃棄物特別会計に分離するだけでなく、以下の財務状況改善に向けた方策を提言した。なお、添付 Annex 4.8 に廃棄物特別会計の会計報告を示す。

【C16-1】廃棄物特別会計の運用改善

廃棄物特別会計を適正に運用するために、表 2-33 に示すような廃棄物特別会計を運用するために必要な運用上の改善を実施する。

表 2-33 廃棄物特別会計に必要な運用上の改善

項目	現在までの状況	今後の改善点
一般会計との関係	一般会計から切り離し、フランチャイズ・フィーを入れる廃棄物特別会計用の専用口座が開設されたが、赤字分は一般会計収入によって補填されている。	赤字分を補填するのではなく、特別会計の独立性を担保するために、当初予算に基づいて一般会計からの繰り入れ分を四半期毎に特別会計に概算払いし、繰り入れるシステムを構築する。
組織・スタッフアサインメント	財務局および環境局の予算管理のカウンターパート 2 名、および人材管理局のカウンターパート 1 名によって予算策定および組織改革が実施されている。	廃棄物管理公社準備室を設置し、環境局 4 名および財務局 1 名の専属カウンターパート 5 名体制により業務を実施する。準備室に財政担当カウンターパート 1 名が常駐するため、予算管理業務が適正化される。
ワークフロー効率化	廃棄物管理特別コードを設定し、月次実績を費目別にモニターする。	月次実績を固定費・変動費別にモニターするとともに、損益分岐点計算のためのワークシートを開発する。

【C16-2】フランチャイズ・フィー収入の確保による廃棄物特別会計の収益改善

廃棄物特別会計の長期的な収支改善を図るため、廃棄物関連収入の柱となるフランチャイズ・フィー収入を本格化させることが極めて重要である。2013/14 財政年度決算時点での廃棄物関連収支については、フランチャイズ・パイロット・プロジェクトの遅延によりフランチャイズ・フィー収入が計上されなかったため、損益分岐点には遠く及ばないが、2014/15 財政年度後半以降については、フランチャイズ・パイロット・プロジェクトの進捗によるフランチャイズ・フィーの計上により、収益の改善が期待される。このため、フランチャイズ業者の契約数の継続的モニターにより、フランチャイズ・フィー収入の着実な確保が必要である。

【C16-3】廃棄物公社準備室予算の確保

提案されている廃棄物管理公社準備室をスムーズに立ち上げるために、下記の専門のカウンターパート 5 名を廃棄物公社準備室にアサインするとともに、専門カウンターパートの代わりに環境局の新規スタッフ 5 名をリクルートした。

- フランチャイズ・ユニット：2名（フランチャイズグループ・カウンターパート）
- CBO 支援ユニット：2名（CBO グループ・カウンターパート）
- 管理・財務ユニット：1名（財政グループ・カウンターパート）

【D13】 会計報告の分析および財政状況改善に向けた提言作成（第4年次）

第4年次の会計報告の分析に基づき、以下の財務状況改善に向けた提言を作成した。

【D13-1】 廃棄物特別会計の運用改善

廃棄物特別会計は、本来であれば、費用のすべてを特別会計専用口座から支出されるべきものである。また、特別会計専用口座に入金されている収入は、ダンドーラにおけるティッピング・フィーなど極めて少なく、収入の柱となるフランチャイズ・フィーが本格化するまでは、NCC の一般会計口座から暫定的に支出し、会計年度の最後に支出額を確定することにより、特別会計の収支を均衡させている。特別会計の将来の財政的独立性を鑑みれば、四半期毎などの定期的に、キャッシュフローに不足が生じないように、一般会計口座から特別会計専用口座に、当初予算にしたがって予算額を暫定払いすることにより、特別会計専用口座がスムーズに運営できるようなシステムを構築することが必要である。しかしながら、現在のところ、このようなシステムが完全に構築できていない。

このような特別会計専用口座のシステムが完全に構築できていない理由は、一般会計口座から特別会計口座への最終的な繰り入れ分を四半期毎などの定期的に暫定払いすることを NCC の会計システムに導入することができなかったためである。このため、2015/16 財政年度後半から、当初予算に基づいて、四半期毎に一般会計から特別会計に暫定払いするシステムを構築することにより、特別会計の財政的独立性を担保することとした。

具体的には、以下の暫定払いのシステムを構築する必要がある。

- 第1 四半期概算払い（各財政年度7月初旬）
- 第2 四半期概算払い（各財政年度10月初旬）
- 第3 四半期概算払い（各財政年度1月初旬）

- 第4四半期概算払い（各財政年度4月初旬）

上記に加えて、特別会計銀行口座の運用の適正化を図るため、以下の手続きを進めている。

- 環境局および財政局カウンターパートへの出納管理権限の付与
- 廃棄物関連収入の特別会計銀行口座への直接受領

予算の暫定払い、出納管理権限の付与、および特別会計銀行口座への直接受領の3つの措置のために、法的アクションは必要ないものの、環境審議官からカウンティ・セクレタリーに対するレターが必要とされ、当該レターが発出された。

将来の財政的に独立した廃棄物公社が成立するかどうかの鍵となる廃棄物特別会計の導入に関しては、廃棄物関連収入の柱となるフランチャイズ・フィーがきちんと歳入として確保できるかにかかっており、フランチャイズ・パイロット・プロジェクトの成否にかかっていると行っても過言ではない。特に、フランチャイズ・フィーの収入予測の推定、フランチャイズ業者の活動報告および財務報告などは、十分に把握しておく必要があり、財政・組織再構築分野のカウンターパートと、フランチャイズ・パイロット・プロジェクトを含む収集・運搬分野のカウンターパートとは、フランチャイズ・パイロット・プロジェクトが本格化した後に、緊密に連携していく必要がある。

【D13-2】廃棄物公社準備室の本格稼働

廃棄物公社準備室の設立は、2013年12月にNCCのトップによりコミットされ、2014/15財政年度予算により、2014年7月に準備室オフィスのリノベーションおよびPCなどの機器調達のための予算措置がなされ、速やかに設立される予定であった。

しかしながら、同準備室と同じタイミングで実施される予定であった同じフロアのリノベーションの工事の遅延、複雑な入札手続き、およびキャッシュフロー不足により、同準備室の工事の着手は大幅に遅れた。このため、2014年12月に同準備室のリノベーション工事をオフィスのフロア全体の入札手続きから切り離し、環境局予算により敏速に調達手続きを進めることとした。2015年11月までに、同準備室のオフィスのリノベーションはすでに完了しており、2015年12月に机・椅子などの什器類が搬入された。引き続きPCが搬入され次第、廃棄物公社準備室に専業スタッフがアサインされる予定である。今後は、廃棄物管理公社設立に向けて設立準備趣意書を作成し、設立に必要な条件を検討することとなる。表2-34および表2-35は、それぞれ現在の準備室および今後の廃棄物公社の組織案である。

表 2-34 廃棄物公社準備室の組織（2014/15 財政年度後半～）

ユニット	サブユニット	環境局	財政局	合計
管理・財政ユニット	管理課長			
	特別会計管理サブユニット		1	1
	人員移転サブユニット			
	資産移転サブユニット			
	法規サブユニット			
	モニタリング・サブユニット			
フランチャイズ・ユニット	フランチャイズ・パイロット・プロジェクト・サブユニット	2		2

ユニット	サブユニット	環境局	財政局	合計
	入札管理サブユニット			
	契約管理サブユニット			
	ゾーン管理サブユニット			
CBO 支援ユニット	CBO パイロット・プロジェクト・サブユニット	2		2
	環境教育・コミュニティ協力サブユニット			
合計		4	1	5

表 2-35 廃棄物公社の組織案（本格稼働時）

ユニット	サブユニット	環境局	財政局	調達局	人材 管理局	法規局	合計
トップ・マネジメント	準備室長	1					1
	副準備室長	1					1
管理・財政 ユニット	管理課長	1					1
	特別会計管理サブユニット担当	2	3				5
	人員移転サブユニット				3		3
	資産移転サブユニット		2				2
	法規サブユニット					2	2
フランチャイズ・ユニット	モニタリング・サブユニット	2					2
	フランチャイズ・パイロット・プロジェクト・サブユニット	3		1			4
	入札管理サブユニット	2	2	1			5
	契約管理サブユニット			1			1
CBO 支援 ユニット	ゾーン管理サブユニット	9					9
	CBO パイロット・プロジェクト・サブユニット	4					4
プロジェクト・マネジメント・ユニット	環境教育・コミュニティ協力サブユニット	2					2
	入札管理サブユニット			2			2
	契約管理サブユニット			2			2
合計	処分場建設管理サブユニット	2					2
		29	7	7	3	2	48

【D13-3】 調達制度の改善

調達制度の改善のために調達手続きのための法令上のボトルネックを分析した。これによると、NCC の複雑かつ非効率的な調達システムにより、フランチャイズ業者の選定を含む廃棄物管理サービスに必要な財およびサービスの調達に時間がかかっている。したがって、複雑かつ非効率的な機材およびサービスの調達手続きが持続的廃棄物管理サービスの提供のための制度的障壁となっている。このような NCC の非効率な調達手続きの要因は、ケニア政府全体の機器およびサービスの調達に適用される調達・廃棄法 2005 における NCC 全体の調達システムに起因するものであるため、同法の改正が必要になる。したがって、短期的に同法を改正せずに、廃棄物関連の非効

率な調達手続きのボトルネックを解消する方法は、以下の議長およびメンバー構成からなる入札関連の委員会における煩雑な手続きの簡素化が必要となる。

- 入札委員会
 - 議長：調達局・局長
 - メンバー：
 - ✓ 環境局・審議官
 - ✓ 環境局・局長
 - ✓ 調達局・事務長
 - ✓ 他の4部局・局長（どの4部局が選ばれるかは案件毎に異なる。以下同様）
- 調達委員会
 - 議長：調達局・局長
 - メンバー：
 - ✓ 環境局・審議官
 - ✓ 環境局・局長
 - ✓ 調達局・事務長
 - ✓ 他の4部局・局長
- 評価委員会
 - 議長：調達局・局長
 - メンバー：
 - ✓ 環境局・審議官
 - ✓ 環境局・局長
 - ✓ 調達局・事務長
 - ✓ 他の4部局・局長
- 監査・承認委員会
 - 議長：監査局・局長
 - メンバー：
 - ✓ 監査局・事務長
 - ✓ 財政局・局長
 - ✓ 調達局・局長
 - ✓ 調達局・事務長
 - ✓ 他の4部局・局長

具体的には、調達・廃棄法 2005 を改正せずに上述した 4 つの委員会の運営をさらに効率的にするためには、以下の 2 つのアクションが必要となる。これにより、調達における目標期日に間に合うようなタイムラインの管理が可能となる。

- 廃棄物関連の入札手続きのファースト・トラック化の導入
- フランチャイズ・パイロット・プロジェクトにおける以下の入札スケジュールのタイムラインの厳格な管理
 - ✓ 入札書類の発出時期
 - ✓ 応札時期
 - ✓ 応札書類の評価デッドライン
 - ✓ 契約締結
 - ✓ 業務実施計画提出のデッドライン
 - ✓ フランチャイズ業者による業務の開始

【D14】 財務状況改善に向けた提言実施へのアドバイス（第4年次）

上述した提言、特にフランチャイズ・フィー収入による廃棄物特別会計の本格稼働について、実務上のアドバイスを実施した。具体的には、廃棄物特別会計銀行口座に関して、フランチャイズ・フィーは、フランチャイズ・パイロット・プロジェクトの実施時期が 2014 年 11 月より開始され、3 ヶ月の猶予期間を加味し、2015 年 2 月分より同銀行口座に振り込まれる予定であったが、フランチャイズ業者の料金収入の伸び悩みにより、依然猶予期間が延長されている。今後、ゾーン 7 の契約者数の増加に伴い、猶予期間をいつまでにするかを検討し、廃棄物特別会計銀行口座を本格稼働させる必要がある。

また、廃棄物特別会計の本格稼働までの間には、廃棄物関連予算は引き続き NCC の一般会計によりカバーされることになるが、今後の廃棄物公社設立に必要な以下の費目を含む 2016/17 財政年度（2016 年 7 月～2017 年 6 月）の予算策定を支援する。

- 廃棄物管理公社準備室のオペレーションに必要な費用
- 追加スタッフの人件費
- カウンターパートの特別手当の継続
- 住民意識向上のための広告費用

成果5 「DOE の課題やロードマップが明確化される」に係る活動

【D15】 プロジェクトにおける収集・運搬活動のレビュー（第4年次）

本プロジェクト終了後のナイロビ郡における廃棄物管理事業のロードマップを策定するため、収集・運搬活動を含む本プロジェクトにて実施した活動について、NCC と共同でレビューした。具体的には改訂 M/P において策定された廃棄物の収集・運搬、最終処分や中間処理、組織などを包括的に行っている 8 つのプログラムの各々で設定されたゴールとそのゴールを達成するためのアクション・プランを C/P およびサブカウンティの環境管理官が参加し、4 つのグループに分かれた参加型アプローチによるワークショップを 2015 年 12 月 16 日に NCC にて実施し、そこでレビューを行った。

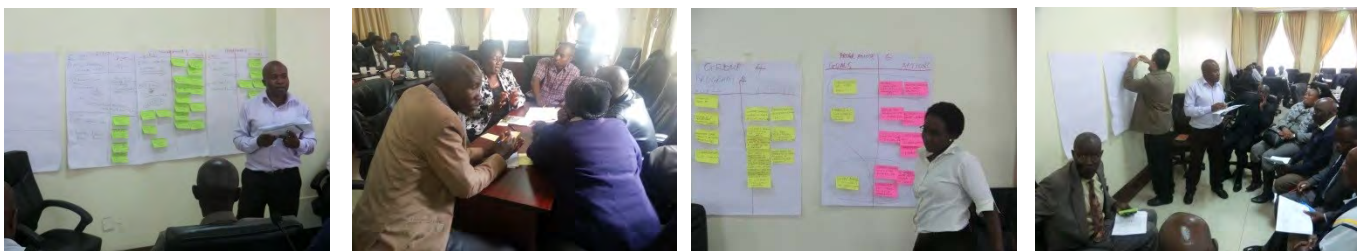


写真 2-38 活動レビューのためのワークショップの様子

【D16】 NCC の廃棄物管理に係るロードマップ改訂および今後への提言（第4年次）

本プロジェクトの取組み結果を踏まえ、NCC の今後の廃棄物管理に係る取組みおよびロードマップの改訂について議論し、NCC に対する提言（5 章）を作成した。前項のレビューに基づいて NCC 職員によるワークショップを 2016 年 2 月 17 日ならびに 2 月 26 日に開催し、新たなゴールの設定とアクション・プランの策定を行った。なお、添付 Annex 4.9 にロードマップを示す。



2016年2月17日のワークショップ

2016年2月26日のワークショップ

写真 2-39 ロードマップ策定のためのワークショップの様子

3. プロジェクト実施運営上の 課題・工夫・教訓

3. プロジェクト実施運営上の課題・工夫・教訓

今年度の活動を通して明らかになったプロジェクト実施運営上の課題とそれらに対応するための工夫、またその経験から得られた教訓を成果ごとに以下に示す。なお、第1年次から第3年次までの各年度の活動で整理された課題・工夫・教訓については各年次のプロジェクト事業進捗報告書を参照されたい。

(全成果共通)

課題1： 最終処分場の整備

処分場の改善作業には、現状の作業向けの物資・労力の投入よりも更に多くの投入が必要であるが、改善作業への投入量は中々増えないため、当初の工程は必然的に遅れていく状況となっていた。このため、ダンドーラ処分場の緊急改善は部分的な作業に留まっている。年末の雨季には、処分場内のアクセス道路の整備作業ができない期間が長引いたことから、処分場へのごみの搬入量が著しく低下し、年度末に NYS の緊急的なダンドーラ改善支援を受けるに至った。しかしながら、この緊急支援が、当初予定していた処分場改善を全て賄うことは無く、NCC の自主的な改善への取組みは引き続き行わなければならない。

予算の確保はもちろん、予算の未配分といった DoE でコントロールできない外的な要因による計画の遅れを創意工夫により取り戻し、他のコンポーネントへの影響を最小限にする仕組みづくりが課題である。

工夫1： 資材調達に作業が左右される中、作業を限定して注力するよう指導したところ、一部のアクセス道路などが明確に改善された。一方で、新規技術への理解度を知るために、70,000KSh という、非常に小額な現金を提供して、計画立案から C/P に任せてみたところ、速やかに福岡方式の小実験施設を整備し、その構造や仕組みについての理解を深めることができるようになった。すなわち、使える金があれば、すぐ実施に移すことができる能力があることが分かった。また、NYS の緊急支援では、予算が早々に執行できるようになったので、改善作業は著しく進展した。

教訓1： 福岡方式の小実験施設の例でも分かるとおり、まず、手段を明確に理解すると、速やかに実践することが確認できたので、計画の変更に係る経験を積むことが、技術協力プロジェクトでは重要である。

次に、予算の明確な確保と執行は、プロジェクト遂行の最重要な条件である。プロジェクトの下で実施するそれぞれの作業は、今までのルーティン作業と異なり、新たな経常的なコストが必要である。また、一般的に、C/P が考えている最低限の作業レベルは、JICA 専門家が想定しているレベルより低いことが多い。このため、実際には C/P 側で想定するコストより更に多くの費用が掛かることが多く、作業レベルの共有化が必要である。

さらに、プロジェクト活動を一定期間怠ると、当初想定していた人的・資源的なコストより大きなコストが必要なことも、C/P と早い段階で共有することが重要である。

課題2： NCC 職員の専門性

C/P およびプロジェクトに関連する NCC 職員は、いずれも優秀で議論も上手く、公的文書やレポートの作成にも長けている。一方で、これは我が国でもし

ばしば起こりうることであるが、職員の専門性がプロジェクトの実施内容と合致していないことがある。

例えば、DoE 職員の幹部は、環境管理に長けていると思われるが、処分場内での技術改善は、土木施工に長けている職員が配置されることが望ましい。廃棄物管理の技術は、環境管理技術をベースとしたものであるが、処分場内で実際に行っている主な作業は、廃棄物という物質の取り回しであり、車両向け路盤の整備と維持管理である。技術に基づいた処分場管理が行えるよう、適正な専門能力を習得する必要がある。

工夫 2 : 数週間あるいは数ヶ月という長いスパンでの技術管理は、担当する C/P の専門では難しかったため、日単位、時間単位で、ひとつの作業工程を例にとって実践していくことを繰り返した。また、例えば、ドレーンの掘削など、部分的な重機作業に 20 分が必要な場合、その 20 分を確保して、最初から最後まで立会い、実施できるという体験を共有した。

教訓 2 : C/P は前述のとおり、基本的に優秀で、議論も上手いが、概念的・定性的な結論を求めがちである。処分場などの現場では、作業数量および必要時間という定量的な指標が常に必要なので、図化、書面化、表作成による数値表示などを具体的に示すことを繰り返すことが重要である。一方で、現場経験の長い C/P は、専門家より正しい判断をすることもあり、専門家と C/P で議論を重ねていきながら、最適な方法を共有し、実施するということが、単に技術支援ではなく、キャパシティ・デベロップメントのプロジェクトであると認識することが重要である。我々専門家の知見は単なる専門的な情報であり、それを現場で利用して C/P が少しでも能力を向上させることも重要である。なお、今後拡大する処分場整備を勘案すると、土木技術を有する職員を DoE に配置し、他部局に左右されず整備計画を実施・管理できる体制が望まれる。

成果1 「NCC の廃棄物収集・運搬に係るキャパシティが向上する」に係るプロジェクト実施運営上の課題・工夫・教訓

課題 3 : **ごみ収集車両の故障**

現在 NCC が所有しているごみ収集車両は、サイドローダー（7 トン車）が 31 台、スキップローダー（9 トン車）が 7 台、ティッパー（14 トン車）が 6 台となっているが、これらの車両の平均稼働率が 51%で最も稼働率が低かったのが 2015 年 10 月で 34%であり、この原因は収集車両の故障によるものである。

工夫 3 : スペアパーツの在庫を増やして故障車両の修理に対応するように助言し、NCC では実行しているが故障が頻繁に発生するため、修理が追い付かないのが現状である。

教訓 3 : 収集車両の故障はほとんどがダンドーラ処分場にごみを搬出入する際に生じている。NCC ではダンドーラ処分場のアクセス道路の整備工事を行っているが、アクセス道路の路盤が弱く、使用しているうちに道路が沈下し、雨水やごみの浸出水が常に溜まる状態になっているほか、道路上のごみにより、車両のブレーキ・油圧系統に故障が頻発している。ダンドーラ処分場の根本的なアクセス道路の改善対策が必須である。

課題 4 : 不法投棄の防止

NCCによる不法投棄ごみの収集状況調査を2012年と2015年に行ったが、不法投棄場所の数はそれぞれ37ヶ所と40ヶ所でほとんど変化がなかった。また2012年当時の不法投棄場所は無くなり、新たな不法投棄場所が発生していたが、これより、不法投棄されるごみ量は減少しているものの、不法投棄自体は無くなっていないものと思われる。

工夫 4 : 不法投棄防止のため、取り締まりや住民指導の強化を助言したが、まだまだ監視の目をかいくぐって不法投棄が行われている。

教訓 4 : 不法投棄の取り締まりや住民指導により不法投棄ごみの収集回数（収集量）が減少しており、一定の効果を見ることができた。しかし、不法投棄防止に関しては北九州市も同様に根絶は難しい課題であり、今後も地道に不法投棄防止に向けた活動を地道に継続していくことが必要である。

成果2 「NCCの廃棄物収集・運搬における民間との連携にかかるキャパシティが向上する」に係るプロジェクト実施運営上の課題・工夫・教訓**課題 5 : フランチャイズ制導入 PP における条件等の設定**

フランチャイズ制導入 PP の提出された入札図書には不備のものが散見されるなど、準備期間の設定が適当でなかった可能性がある。また、契約後、プロジェクトの開始までの期間が契約に定まった期間どおりに履行されず、準備期間が短かったことが考えられる。さらにプロジェクト実施後、多くの顧客からごみ収集料金が高いという苦情を受けた。

工夫 5 : フランチャイズ制の入札図書準備期間、契約後から開始までの準備期間、ごみ料金の設定法などについて入札した PSP や契約した PSP から個別にヒヤリングを行い、問題点を洗い出した。この結果、入札図書準備期間と契約後から開始までの準備期間はいずれも現在の条件では短く、もっと長い期間が必要であること、また、3年の契約履行期間はごみ収集車両の減価償却期間を考慮すると5~7年は必要であるという意見が寄せられた。また、ごみ料金については、住宅の様式（一戸建て、あるいは集合住宅）に応じた柔軟な設定にするよう契約 PSP に申し入れを行った。

教訓 5 : フランチャイズ制導入 PP は内容が多岐に渡っており内容も深いので今回のフランチャイズ制導入 PP の実施で明らかになった改善点を土台にして次へ展開していく必要がある。

課題 6 : フランチャイズ制導入 PP 実施の住民・事業者への周知

ゾーン7におけるフランチャイズ制導入 PP を開始して1年が既に経過しているが、長引く裁判の影響も受けて住民からの理解を得られず、SIFAのごみ収集量が増加せずに低迷している。

工夫 6 : これまでは、出前公演形式で教会、モスク、ショッピングセンターなどで周知活動や新聞などのメディアを利用した周知も行ってきたが、PP開始後、PPについて知らない、という住民の声を契約 PSP は多く聞いていることが分かった。従って、この出前講演形式に加え、さらなる顧客獲得のために大口の事業者を対象にNCCスタッフが個別に訪問して直接勧誘をすることとした。

- 教訓 6： 個別にアパート管理会社や大型スーパーと話しをすると PP の趣旨に賛同し協力を約束してくれることが多かった。出前講演形式だけでなく、やはり今後は大口顧客の勧誘を続けながら、大口顧客との契約を増やすことにより、SIFA の経営安定化と PP の住民・事業者への周知を図っていく必要がある。
- 課題 7： **フランチャイズ制導入 PP に対する訴訟**
2014 年 10 月に WEMAK が NCC を相手どりフランチャイズ制導入 PP に反対して訴訟を起こしてから 1 年以上が経過した今も判決が出ていない。このため、ゾーン 7 では裁判所からの保全命令で既存の PSP が以前と変わらずごみの収集を行っており、フランチャイズ制導入 PP を実施している SIFA は、前述の住民へ PP への理解不足と相まって、顧客の契約数を伸ばせず苦境に立たされている。
- 工夫 7： WEMAK と NCC の関係が対立しており、両者の話し合いによる解決が非常に困難な状態だったので、JET が単独で WEMAK と話し合いを持ち、相手側の考えや要望を聞き、その回答として WEMAK が特命でごみ収集の契約ができる案や下請けで零細業者を雇い、業務を行う案などを提示し、解決の糸口を見いだす工夫をした。
- 教訓 7： 行政と市民や事業者が対峙するときは行政が上に立った状態で物事が話し合われる考傾向がある。ごみ収集は特に住民や事業者と関係が深く、ごみ収集にかかる問題点を根底から掴み解決していくには、行政側が市民目線に立ち行動することが必要である。

成果3 「NCC の廃棄物収集・運搬における CBOs との連携にかかるキャパシティが向上する」に係るプロジェクト実施運営上の課題・工夫・教訓

- 課題 8： **カウンターパートのオーナーシップの欠如**
昨年度までは JET が主導して選定した再委託先に業務を委託していたが、カウンターパート (C/P) にとっては自分達の意見が尊重されていないと感じ、むしろオーナーシップの低下に繋がった。
- 工夫 8： 再委託先の選定時から契約交渉時 (金額部分を除く) まで、C/P の意見を最大限尊重して進めた。
- 教訓 8： 再委託先の選定といった重要な決定は、C/P のオーナーシップを損なわないよう、出来る限り C/P の意見を尊重すべきである。こうする事によって C/P が自分自身でプロジェクトを進めているという実感が持てると思う。その際、JET としては適切な助言を提供し、進むべき方向を示すことが肝要である。
- 課題 9： **カウンターパート間の不公平感**
上記の工夫により、C/P の一人のオーナーシップが劇的に向上した。しかし、もう一人の C/P には殆ど変化が見られず、一人の C/P に負荷が集中することとなり、二人の間に不公平感が生じた。
- 工夫 9： JET としては、C/P の変更も視野にいれ、活動項目を示しつつ、本人の本プロジェクトに対する姿勢を確認した。

教訓 9 : C/P 間の問題解決には、第三者としての JET の介入が有効である。また、時には C/P の変更といった強い姿勢を見せることも必要である。

課題 10 : **C/P による再委託管理の徹底**

プロジェクト上、再委託管理は JET の責任で行われるものであるが、プロジェクト終了後にカウンターパートが自らの力で CBO 連携のプロジェクトを進めていくためには、委託した業務を自ら実行できる能力を持っていることが必要である。これは、提出された報告書にコメントをするだけで得られるものではなく、自らが率先して実務に関していくことが有効な手段である。前年度までの工夫により、カウンターパートの再委託に対するオーナーシップは相当高まっていたが、それを具体の経験として体得するため、再委託管理をカウンターパート主導で実施することが有用である。

工夫 10 : 前年までは、JET とカウンターパートが協議し、その結果を JET が再委託先に伝える、もしくは、JET が主導しカウンターパート／再委託先との協議を行う、という形式で進めていたが、今年度は、再委託先への各種指示もしくは再委託先との協議等は、まずは、カウンターパートのイニシアティブによって行うこととした。カウンターパートの自発的アクションがみられない場合には、JET からリマインドをする事によって、カウンターパートが前面に立っているという自覚を持たせつつ、確実な再委託管理を行うこととした。ただし、そのようなリマインドをする必要性に迫られることは殆どなかった。

教訓 10 : 再委託先の管理は JET が責任を持つものである。一方、再委託管理を適切に行うためには、発注者が、カウンターパートが再委託先の業務内容に深く関り、各種活動を実務として経験することが非常に有益である。そのため、カウンターパートが率先して再委託管理を行うようにすることで、カウンターパートの能力向上に繋がり、JICA プロジェクト終了後のプロジェクトの継続性に役立つことになる。

成果4 「NCC 環境局(Department of Environment)の財務管理にかかるキャパシティが向上する」に係るプロジェクト実施運営上の課題・工夫・教訓

課題 11 : **カウンターパートとのコミュニケーションの緊密化**

カウンターパート、特に財政・組織再構築分野のカウンターパートは、環境局に所属しておらず、通常は NCC の別館で執務しているため、コミュニケーションに若干の困難がある場合がある。

工夫 11 : カウンターパートとのコミュニケーションを緊密にするために、廃棄物公社準備室を設置し、日本人専門家と 5 人のカウンターパート（財政局のカウンターパート 1 名を含む）が同じオフィスに常駐し、日本人専門家と共同作業するように工夫したため、コミュニケーションはかなり改善された。

教訓 11 : カウンターパートと毎日同じフロアのオフィスで共同作業することにより技術移転効果が増加する。財政・組織再構築にかかわる技術移転は日常の財務管理・組織改革の地道な活動の集積であり、日々の共同作業による連携が極めて重要である。

- 課題 12： 日本人専門家のアサインの空白期間におけるスムーズなモニタリング**
予算策定作業、廃棄物公社準備室の設置、新規雇用スタッフの人件費の確保、および廃棄物特別会計専用口座の運用などは、非常に重要なプロセスであるが、日本人専門家が当該期間不在の時期において、十分にフォローするのが困難である。
- 工夫 12：** 作業プロセスをいくつかのステップに分け、細かく管理することによって、カウンターパートの予算策定作業などを週一回程度メール・ベースでモニター・支援することとした。
- 教訓 12：** 予算策定作業のようなスケジュールあるいは納期が明確な業務に関しては、日本人専門家の不在の時期であっても、スケジュールを細分化することによっていくつかのステップに分け、作業管理をしていくことが重要である。
- 課題 13： 廃棄物特別会計の管理適正化**
廃棄物特別会計の月次会計報告が遅延するなど、廃棄物特別会計の管理が十分に実施されていない。
- 工夫 13：** 廃棄物管理公社準備室に配属される財政担当のカウンターパートに、定期的に月次実績情報を集中的に集まるようなシステムを構築することにより改善することとした。
- 教訓 13：** 廃棄物特別会計などの会計管理に関しては、廃棄物管理公社準備室に配属される財政カウンターパートに権限および責任を集中させ、迅速かつ確実に管理業務を実施することが期待される。将来の財政的に独立した廃棄物管理公社が成立するかどうかの鍵となる廃棄物特別会計の導入に関しては、廃棄物関連収入の柱となるフランチャイズ・フィーがきちんと歳入として確保できるかにかかっているため、フランチャイズ制導入パイロットプロジェクトの成否は極めて重要である。このため、財政・組織再構築分野のカウンターパートと、フランチャイズ制導入パイロットプロジェクトを含む収集・運搬分野のカウンターパートとが緊密に連携していくことが重要である。
- 課題 14： 予算執行手続きの迅速化**
廃棄物管理公社準備室のオフィス・リノベーション実施などの予算執行手続き、および一般会計から廃棄物特別会計への暫定払いなどの手続きが頻繁に遅延し、迅速に実施されていない。
- 工夫 14：** 本プロジェクトの予算執行を簡素化した予算執行手続きの導入により改善する。
- 教訓 14：** 廃棄物特別会計および廃棄物公社準備室をスムーズに運営していくために、NCC の通常の予算管理および組織運営から切り離し、迅速に対応できる体制を整えることが、将来の廃棄物管理公社の立ち上げのためにも資するものと思われる。

成果5 「DOE の課題やロードマップが明確化される」に係るプロジェクト実施運営上の課題・工夫・教訓

- 課題 15 : 現状の課題・今後の方向性等に関する共通認識の醸成
カウンターパートを含む DoE 職員は日常業務に追われ、多忙なため、廃棄物管理改善に向けた課題や今後の方向性などについて考える余裕がないように思える。ロードマップの策定にあたっては、まず現状認識から課題を抽出し、それに応じた改善の方向を検討する必要がある。
- 工夫 15 : 現状認識から課題を抽出し、改善の方向性を検討するため、まず改訂 M/P で設定されている目標とそれを達成するためのアクション・プランについて、カウンターパートにレビューしてもらい、それに基づいてロードマップの策定を行うこととした。レビューに際しては、カウンターパートだけでなく、現場で管理を行っているサブ・カンティーの環境管理官 (Environmental Officer) にも参加してもらい、ワークショップを開催し、ブレインストーミングを行うなど参加型アプローチを採用した。そして、同様の参加者によって再度ワークショップを開催して、ロードマップの最終化を行った。
- 教訓 15 : 2 回のワークショップにより、関係者の共通認識が深まったと感ずる。ロードマップに基づいて今後事業を実施していくためには、関係者の共通理解・認識が必要不可欠であり、そのためにはカウンターパートならびに現場の職員を含む参加型アプローチが極めて効果的である。

4. プロジェクト目標の達成度

4. プロジェクト目標の達成度

(全成果共通)

住民意識啓発

中間評価時の達成度

「住民意識啓発」に関する中間評価時の達成度は、以下のとおりである。

- ナイロビ市におけるフランチャイズ制の導入は新しい試みであり、住民からの理解が重要となってくる。一方、パイロットプロジェクト対象地域の中で、キリマニやキレレシヨワといった地区は、アパートの管理人が廃棄物収集に関する契約を一手に担っているため、個々の住民の意識は低い。
- このため、プロジェクトチームは、教会の巻き込みなどによって状況の改善を試みているが、更に効果的な方法を検討し、啓発活動を推進する必要がある。

終了評価時の達成度

「住民意識啓発」に関する終了評価時の達成度は、以下のとおりである。

- カングミ地区においては、小規模のものも含め 24 ヶ所の不法投棄場所が存在していたが、現在は川沿いに数ヶ所程度見受けられるのみであり、大幅に減少した。当地の CBO によると、住民啓発活動によるところが多いとのことである。
- 様々な試みが試されているが、各種ソーシャルメディアや SMS、その他の手法を使って市民に直接呼びかけられる手段を検討する必要がある。

なお、終了評価ミッションが終了した後、テレビコマーシャルによる住民啓発が実施された。

最終処分

「最終処分」については、第 3 年次から追加された活動であり、現状確認のみであったこの項目の中間評価時の達成度は評価しないため、終了評価時の達成度について報告する。

終了評価時の達成度

「最終処分」における終了評価時の達成度については、以下のとおりである。

- ダumping・エリアまでのアクセス道路の整備については、現状の運用部分を優先して整備することとしたため、ダumping・エリア内を除き、現状のアクセスでは整備が進んだ。一方で、最小限の資材（路盤用の砕石）が調達できていないため、処分場機能として必要な整備まではたどりついていない。また、アクセス道路の整備については、最終的には工程と手順を NCC 職員が自ら検討するようになった。
- ドレイン（道路の排水）については、降雨後にその効果を経験するところまで到達したものの、各アクセス道路に付帯する全てのドレイン（排水機能）まで考慮した排水路整備作業を行うまでは至っていない。主に人的資源が不足しているため、一定期間に人的資源を投入し、ドレインの整備を集中的に行うことで、ダンドーラ処分場の整備は飛躍的に進む見込みである。

- 処分場管理要員は、当初の 13 名から 18 名まで増員され、現状で必要な監視体制が整ったといえる。一方で、現地でのマネジメントが多忙を極めているため、改善作業を行いつつ、通常のオペレーションを行うことは難しい。早急な改善作業の完了が期待される。
- 火災対策については、場内滞留水での消火と転圧が主なものであり、このプロジェクトを通じて、実践するに至った。今後、アクセス道路が整備されれば、消防車両や排水ポンプの活用など、選択肢が広がる上、計画的に散水車の整備まで見込むようになった。来年度の DoE の予算請求にはこの散水車の調達費用が含まれている。
- その他の達成した成果は以下のとおりである。
 - a) 民地との境界のコンクリート製フェンスの建設
 - b) ダumping・エリアまでのアクセス道路の整備
 - c) 投光器の設営
 - d) 新規の計量設備の設置
 - e) 直庸のための重機（KOMATSU D85EX）の購入
 - f) 作業日誌作成による継続的な運営管理
- 今後の課題の大きなものとしては、作業工程が遅れてしまったときの対処法である。処分場の重機を利用した改善作業は様々な理由で遅延してきたが、工程を取り戻すための経験が少なく、例えば排水機能以外を整備した道路などは、一定期間が経過すると、雨水の滞留のため、固めた地盤が緩み、整備の成果が薄れてしまうこと等に配慮することが必要であり、これを回避するためのガイドラインの活用を期待している。

成果1 「NCC の廃棄物収集・運搬に係るキャパシティが向上する」に係る活動

中間評価時の達成度

「廃棄物収集・運搬に係るキャパシティが向上する」における中間評価時の達成度については、以下のとおりである。

- 廃棄物の収集・運搬分野のカウンターパートは環境局の職員で環境局本来の仕事を抱えており、カウンターパートとして熱意を持って業務に従事していたものの、カウンターパートとしての仕事が限定的であった。しかしながら、新しい知事に対して専任のカウンターパートの配属を要求しており、キャパシティの向上が期待される。
- 車両修理に必要な部品調達や車両用燃料の調達に必要な予算が確保されておらず、収集運搬車両が計画どおりに稼働できていなかった。
- 収集運搬の改善のため NCC は 31 台の廃棄物収集運搬車両の調達を計画(25 台は既に調達済み)しており、今後廃棄物の収集運搬量の増加が期待される。
- プロジェクト実施予定場所には、小規模の不法投棄場所は 22 ヶ所、大規模なものはスラムに 2 ヶ所存在していた。中間評価時点では小規模の不法投棄場所はかなり改善されていたが、大規模なものは依然としてたくさんのごみが溢れている状態であった。
- 2012 年に調査を行ったプロジェクト実施予定以外の場所の不法投棄場所 37 ヶ所であった。NCC による不法投棄防止の指導を継続することとした。

- 労働環境の改善業務でカロレニデポの改修工事が実施された。これは本邦研修に訪れた職員の提案によるもので、他のデポも今後改修工事が行われる予定であり、本邦研修による職員の意識の向上が表れていた。

終了評価時の達成度

「廃棄物収集・運搬に係るキャパシティが向上する」における終了評価時の達成度については、以下のとおりである。

- プロジェクト全体を担当する新しいカウンターパートが1名 JET の事務所に配属されたことと2名の廃棄物の収集・運搬分野担当のカウンターパートが日常の仕事を行いながらもプロジェクトにも重きを置くようになり、プロジェクトに携わる業務量が増加し、プロジェクトの進行がスムーズになった。
- 車両修理や燃料調達に必要な予算の確保は改善されるまでにはいかなかったが、31台の廃棄物収集運搬車両が稼働を始めたことにより、NCC による廃棄物の収集量が2012年度は約1万トンであったものが2014年度には約4.5万トンまで増加した。
- 2012年度に調査した22ヶ所の小規模の不法投棄場所はNCCの指導と定期的なごみ収集によりほとんど消滅した。また、スラムにあった2ヶ所の大規模不法投棄場所は2014年11月からのフランチャイズ制施行で定期的にごみを収集するようになり改善された。しかしながらフランチャイズ制が予定どおり機能せず2015年4月からスラム地区のごみ収集をNCCが行わざるを得なくなり、もとの劣悪な環境に後戻りした。
- 2015年にNCCが収集している不法投棄ごみについて調査を行った結果、2012年と比較すると不法投棄場所は40ヶ所とほとんど変化はなかったが、不法投棄場所が新たな場所へと変わっていた。しかしながら不法投棄ごみの収集回数は2012年の60%に減少しておりNCCによる指導の効果が出ている。今後ともNCCによる更なる取り締まりと指導が必要である。
- 労働環境の改善業務では、2013年度にカロレニデポの改修工事が実施され、2014年度にはマカダラデポの改修工事が実施された。また他の2ヶ所のデポ改善工事の2015年度予算が確保されているところであり、計画的に改善工事が進んでいる。
- 廃棄物収集運搬ガイドラインを作成後NCC側へ提示し、最終化された。このガイドブックは廃棄物収集運搬業務を行うサブカウンティ事務所へ配布され、活用されている。

成果2 「NCCの廃棄物収集・運搬における民間との連携にかかるキャパシティが向上する」に係る活動

中間評価時の達成度

「廃棄物収集・運搬における民間との連携にかかるキャパシティが向上する」における中間評価時の達成度については、以下のとおりである。

- パイロットプロジェクト開始は2014年7月を予定しているため中間評価時点ではまだ開始されておらず、フランチャイズ制PP導入のための数々の調査の実施、ステークホルダー会議の開催、PQの支援、入札書類の作成支援などが行われている状態であった。

- PSP による廃棄物収集運搬状況の調査、NCC よりごみ収集の委託を請け負っているコントラクターの廃棄物収集運搬状況の調査を行い、ナイロビ市における廃棄物収集運搬の現状が把握できた。
- 2005 年から順次フランチャイズ制を導入し 2009 年より全市でフランチャイズ制が開始されたナクル市を視察し、ゾーンの区分方法、廃棄物の収集要領、収集料金、フランチャイズ・フィーなどについて情報を収集し、今後役に立てることができた。
- フランチャイズ・ゾーンを選定するため 10 項目にわたる評価項目を定めそれぞれのゾーンについて評価を行った結果、ゾーン 7 の評価が最も高く、ゾーン 7 でフランチャイズ制導入 PP を実施することとした。
- フランチャイズ制導入 PP についての説明会を PSP に対して 5 回、地区住民や NGO に対して計 17 回行った。その中でキリマニ、キレレシュワ地区で開催した 6 回の地区住民説明会は参加者数が少なかったため、今後の地区住民説明会は教会やモスクで引き続き実施するとともに、大型商業施設へ出向いて買い物に来た市民に対しても行うこととした。
- また、フランチャイズ制導入 PP の内容説明の後、意見交換やアンケート調査による PSP や地区住民の意識調査を行い、その結果を今後の活動に生かすことができた。
- フランチャイズ制導入 PP の実施に向けて、PQ 審査から入札までの詳細な作業工程を作成し、その工程に添って、PQ 審査の内容を定めた後 PQ 審査を実施した。その結果 PSP5 社が審査に合格し入札参加資格を得た。また併せて入札仕様書の作成を行い、入札参加資格を得た PSP5 社に対して入札図書の配布を行った。これら一連の作業は作業工程どおりに進められた。

終了評価時の達成度

「廃棄物収集・運搬における民間との連携にかかるキャパシティが向上する」における終了評価時の達成度については、以下のとおりである。

- フランチャイズ制導入 PP の PQ 審査が終了し入札業務に取り掛かったが、PSP から提出された入札図書の審査に時間がかかり、当初予定では同 PP の実施を 2014 年 8 月 1 日と予定していたが 3 か月遅れの 11 月 1 日となった。この遅延は市民や PSP の信頼を無くす行為であることを関係者共通の認識とし、今後の再発を防止することとした。
- 契約後、落札した PSP である SIFA はフランチャイズ制導入 PP の導入に向け準備を開始したが準備期間が 2 ヶ月弱と短く、完全に準備が出来上がった状態で開始日を迎えることが出来なかった。今後、他のゾーンにおける入札では準備期間を 1 か月間伸ばして 3 か月間とすることとした。
- 2014 年 11 月より開始されたフランチャイズ制導入 PP は SIFA によるごみの収集量が伸びず、2015 年 11 月ではキリマニ、キレレシュワ地区の発生ごみ量の 4%の収集量となった。これは WEMAK による提訴の影響によるものが大きく、NCC は WEMAK との和解を目指して協議を引き続き行っている。また NCC は大型商業施設などに直接出向きフランチャイズ制導入 PP の説明を行い SIFA の顧客を増やす努力を行っている。
- カングミ地区の 4 ヶ所のコレクションポイントのごみの収集もフランチャイズ制導入 PP 開始とともに SIFA によるごみの収集が始まった。定期的なごみの収集が行われた結果、街

中の環境が良くなり不法投棄も減少した。しかしながらキリマニ、キレレシュワ地区の顧客数が伸びず SIFA は 2015 年 5 月にカンゲミ地区のごみ収集を停止した。

- このことによりカンゲミ地区のごみ収集が充分に行われなくなり、環境の悪化を招いている。
- フランチャイズ制導入 PP 契約書には、①道路清掃、②フランチャイズ・フィーの納入、③3 種類のごみ袋による分別収集、④カンゲミ地区のごみ収集が謳われているが、SIFA の顧客数が伸びず、依然として実施されていない。
- 新たに 3 つのゾーンのフランチャイズ制の入札が NCC により行われ、ゾーン 9 では ZOA TAKA が 2015 年 10 月に契約締結を行い実施に入っている。他の 2 ヶ所（ゾーン 1、ゾーン 6）については入札が不調に終わったが、WEMAK への対策も加味した再入札に向け準備を進めている。
- フランチャイズ制による廃棄物収集運搬のためのガイドブックを作成し、より実用的なガイドブックにすべくナイロビ市側の意見を聞き、最終化した。

成果3 「NCC の廃棄物収集・運搬における CBOs との連携にかかるキャパシティが向上する」に係る活動

中間評価時の達成度

「CBOs との連携にかかるキャパシティが向上する」における中間評価時の達成度については、以下のとおりである。

- CBO 連携についてのパイロットプロジェクトが開始されたばかりであり、目標の達成見込みについて予測することは時期尚早である。
- パイロットプロジェクトでは、CBO による清掃活動等を通じて、住民の意識啓発が図られていることもあり、CBO の顧客数の増加が見られる。しかし、収集された廃棄物を NCC が収集地点から運び出す作業を実施できない場合も多く、積み上げられた廃棄物の山は直接 CBO への信頼の低下にもつながっていることから、顧客が思うように増加しないという事態が生じている。
- もし NCC が収集地点からの廃棄物の搬出を怠ると、不法投棄場所が増加する可能性があり、成果 1 と協調して活動を行っていく必要がある。
- CBOs 連携にかかるガイドラインは、2015 年 3 月までに完成する予定である。
- 不法投棄場所の現象は、CBO 活動の成否に関らず、NCC の廃棄物収集運搬能力に負っている部分が多いため、顧客数の増加を指標とするべきである。

終了評価時の達成度

「CBOs との連携にかかるキャパシティが向上する」における終了評価時の達成度については、以下のとおりである。

- CBOs 連携にかかるガイドラインは、現在、ドラフトの第 2 案を作成中であり、2015 年 12 月までには完成する見込みである。

- 顧客数の増加については、他のスラム支援プログラムである National Youth Service が 2014 年 11 月より安価な収集サービスの提供を開始したことや、ドイツの支援を受けた収集企業が競合するサービスを提供していることから、思うように顧客が増加していない。
- 予想外の外部要因（他のプログラムとの競合）の発生により、困難な面も見られるが、CBO 連携のための新しいメカニズムが導入されたことや各種調査や会合のグランド・デザインが確立されたことなどは注目に値する。
- 新しいメカニズムでは、競合する複数の CBOs を纏め上げ、一つの統括組織（Umbrella group）を結成することにより、活動地域のデマケを適切に行い、収集作業の効率化を図る事が可能になった。C/P はこのようなシステムの設置経験を蓄えつつあり、実際にダンドーラ地域におけるスラムでも同様なシステムを導入しようとしている。
- カウンターパートは、パイロットプロジェクトのデザインやニーズアセスメント調査の実施、住民の意識向上を目的とした会合の開催等を自らの経験として蓄積してきており、カウンターパートの能力向上が確実になされてきていると評価できる。

成果4 「NCC 環境局 (Department of Environment) の財務管理にかかるキャパシティが向上する」に係る活動

中間評価時の達成度

「財務管理にかかるキャパシティが向上する」における中間評価時の達成度については、以下のとおりである。

- 財務管理分野のカウンターパートは財政局の職員であり、財政局本来の仕事を抱えており、カウンターパートとして熱意を持って業務に従事していたものの、廃棄物管理における財務管理に係るキャパシティの向上は十分とはいえなかった。ただし、中間評価実施時以降、廃棄物公社準備室内に財務管理分野のカウンターパートを専業としてアサインにするように要請しており、キャパシティの向上が期待される。
- 予定どおり特別会計銀行口座は設置されたものの、フランチャイズ・パイロット・プロジェクトの遅延に伴い、中間評価時においては、当初予定したフランチャイズ・フィー収入が廃棄物特別会計に入ってこなかったことが、廃棄物管理に係る財政的裏付けを阻害していた。
- フランチャイズ・フィー収入の会計管理は十分ではなく、廃棄物特別会計の四半期報告・月次報告が遅れがちであり、財務データのモニタリングがタイムリーに実施されていなかった。
- 廃棄物公社準備室の設置が正式に認められたとともに、そのためにスタッフを 5 名増員したことは、組織上の貢献要因となった。また、中間評価時においては、NCC 予算におけるキャッシュフローの不足により、廃棄物公社準備室のためのスタッフ増員、オフィスのリノベーション、および機器の調達のための予算が十分確保されていなかった。
- NCC は廃棄物基本法（Solid Waste Management Law）を起草し、現議会承認を待っていたが、修正プロセスの最終段階であるものの、議会承認が遅れていた。

終了評価時の達成度

「財務管理にかかるキャパシティが向上する」における終了評価時の達成度については、以下のとおりである。

- 廃棄物特別会計は設置されたものの、フランチャイズ・パイロット・プロジェクトが大幅に遅延したことに加えて、ゾーン 7 におけるパイロットプロジェクトの施行が不十分なことによる顧客との契約数が伸びていないことが、当初予定したフランチャイズ・フィー収入が廃棄物特別会計に入っていないことにつながっている。
- 廃棄物公社準備室の活動予算の確保は一部確保されているものの、将来の廃棄物公社の本格的立ち上げには十分ではない。しかしながら、フランチャイズ・パイロット・プロジェクトがゾーン 7 以外の他のゾーンに順調に拡大し、フランチャイズ・フィーが廃棄物特別会計の収入の柱になった場合は、本プロジェクトに成果を継続的に発現していくための活動予算の確保につながる。
- フランチャイズ・フィー収入の会計管理は、遅れがちながらも、四半期毎に報告されるようになった。今後、月次財政モニタリング・レポートのタイムリーな分析・提出の必要性が確認された。
- 財政的側面から見ると、廃棄物公社準備室のためのスタッフ増員、オフィスのリノベーション、および機器の調達のための予算が NCC により特別枠で確保されたことが貢献要因として挙げられる。ただし、予算の執行は NCC 予算におけるキャッシュフローの不足により大幅に遅延した。
- プロジェクト終了後は、現在設置中の廃棄物公社準備室が本プロジェクト実施の中核的な組織となるが、準備室のための増員スタッフは今のところ 5 名だけにとどまっており、今後廃棄物公社への移管のために大幅な人員増が必要となる。
- NCC は廃棄物基本法（Solid Waste Management Law）は、2015 年 11 月に正式に議会承認され、発効された。現在、同基本法に基づいて NCC 規則（Regulation）を起草中である。
- 調達手続きの複雑さおよび非効率性が、フランチャイズ・パイロット・プロジェクトおよび廃棄物公社準備室の設立の遅延につながっていることが判明したため、現在の法的枠組みの中で、調達手続きを簡素化するための対策を立案中である。
- 最終評価時点において、NCC 上層部の組織上および財政上のコミットメントおよびオーナーシップが十分ではないことが、プロジェクトの実施の遅延につながっている。廃棄物公社の設立はまだ先であるが、フランチャイズ・パイロット・プロジェクトのゾーン拡大に伴い、廃棄物公社を設立し、速やかに財務的独立を促した方が、組織の透明性および危機感を増すことに資するものと考えられる。

成果5 「DOE の課題やロードマップが明確化される」に係る活動

本成果については、第 4 年次にて実施する活動として計画されており、中間評価時の達成度は評価しないため、終了評価時の達成度について報告する。

終了評価時の達成度

「DOE の課題やロードマップが明確化される」における終了評価時の達成度については、以下のとおりである。

ロードマップはカウンターパートと JET により策定の途中である（2016 年 3 月完成見込み）。カウンターパートはロードマップの策定に先立ち、改訂 M/P で計画されているプログラムやアクション・プランの進捗状況について、確認を行った。この現状把握をもとに、今後、課題の克服のため、必要となるアクションについてロードマップの中で明らかにしていく予定である。

5. 上位目標達成に向けての提言

5. 上位目標達成に向けての提言

冒頭のプロジェクトの背景でも述べたとおり、ケニア国の国家経済計画である「Vision2030」では、ケニア国が2030年までに清潔で、安全かつ持続可能な環境を有する都市になることを目標としている。この目標の実現のためには、首都であるナイロビにおける適切な廃棄物管理の実施が必要不可欠であり、その中でも本プロジェクトの上位目標である「ナイロビ市（郡）の廃棄物収集・運搬サービスが拡大する」ことが求められる。

従って、ナイロビ郡における廃棄物の収集・運搬の責任を有するNCCは、まず廃棄物管理事業の重要性を十分に認識する必要がある。また、この事業の実施にはNCCのDoE（環境局）だけでなく、財務局、調達局、建設局等広範囲の部局が関係していることから、NCC全体で取り組んでいく姿勢が重要である。その際には関係するステークホルダー間のコミュニケーションを密にし、情報共有に努めることに留意すべきである。

そのためには、NCCのトップである知事以下、担当大臣、審議官、局長といったNCC幹部がこの目標達成に向け、自ら強いコミットメントを示し、問題解決のために力を合わせなければならないと考える。さらに廃棄物管理事業は市民の日常生活とも密接に関連しており、市民、そして、事業者の理解と協力が事業の円滑で効果的な実施には不可欠である。それにはNCCに対して住民や事業者に蔓延している不信感を払しょくし、信頼を回復することが何よりもまず大切である。NCCの職員ひとりひとりがこのことを念頭に日常業務に毎日真摯に励み、汚職を根絶しなければならない。

その上で、NCCはこれまでの上からの立場ではなく、市民の目線に立った市民・事業者への説明会の開催やメディアを通じた廃棄物管理事業の周知活動をより大規模に広範囲に行っていくことが必要である。この信頼回復までの道のりや周知活動の効果が発現するにはある程度の時間が必要と思われるが、目標達成を目指し、諦めずに地道に継続していくことが何よりも大事である。

また、NCCの現状をみると全体での取り組みには限界もあることから、改訂M/Pの提言にもあるように廃棄物管理事業のみを切り出し、廃棄物管理公社を一刻も早く立ちあげ、組織的に廃棄物管理に係る課題の解決に集中できるような体制を構築することに注力すべきである。そして、廃棄物管理事業を構成する収集・運搬、3R・中間処理、最終処分といった技術コンポーネントの各要素は互いに関連し、影響を及ぼしていることを考えると、現在大きな課題となっているダンドーラ処分場の改善ならびに新規最終処分場に関する今後の方針を含むロードマップに基づいて、ロードマップに挙げられているアクション・プランを着実に実行していくことが極めて重要かつ必要不可欠である。

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ANNEX 1.1 Project Design Matrix

Project Design Matrix: PDM (PDM ver. 1.0)

Name of Project: Project for Capacity Development of Solid Waste Management of Nairobi City
 Implementation Agency: Department of Environment (DoE), City Council of Nairobi (CCN)
 Target Group: Department of Environment (DoE), City Council of Nairobi (CCN)

Duration of Project: 4years
 Target Area: Nairobi City
 Date: November 22, 2011

Narrative Summary	Objectively Verifiable Indicators	Means of Verification	Important Assumptions
<p>Overall Goal Waste collection and transportation services in Nairobi City is expanded by CCN.</p>	<ol style="list-style-type: none"> 1 Increase in waste collection coverage area 2 Expansion of franchised collection zones 3 Expansion of CBOs collection zones 4 Increase in public participation 	<ol style="list-style-type: none"> 1 Progress Report 2 Project Completion Report 3 Operation report of DoE 	<ul style="list-style-type: none"> - Institutional framework will not change greatly under the county system after the devolution - Policy of Kenyan Government on SW/M will not charge
<p>Project Purpose Capacity of CCN on solid waste management is strengthened.</p>	<ol style="list-style-type: none"> 1 Increase in waste collection level 2 Increase in waste collection amount in whole Nairobi City 	<ol style="list-style-type: none"> 1 Progress Report 2 Project Completion Report 3 Operation report of DoE 	<ul style="list-style-type: none"> - CCN will continue to allocate enough budget for SWM activities
<p>Output 1 Capacity of CCN on solid waste collection and transportation is strengthened.</p>	<ol style="list-style-type: none"> 1-1 Increase in waste collection amount by CCN's 1-2 Guideline of waste collection and transportation 1-3 Reduced number of illegal solid waste dumpsite 	<ol style="list-style-type: none"> 1 Progress Report 2 Project Completion Report 3 Operation report of DoE 	
<p>Output 2 CCN's capacity is strengthened in terms of involvement of private sector for solid waste collection and transportation.</p>	<ol style="list-style-type: none"> 2-1 Guideline for introduction of franchise system for solid waste collection and transportation 2-2 Increase in waste collection amount in franchise zones 	<ol style="list-style-type: none"> 1 Progress Report 2 Project Completion Report 3 Operation report of DoE 	
<p>Output 3 CCN's capacity is strengthened in terms of involvement of CBOs for solid waste collection and transportation.</p>	<ol style="list-style-type: none"> 3-1 Guideline for CBOs involvement in waste collection 3-2 Reduced illegal dumping points in pilot project area 	<ol style="list-style-type: none"> 1 Progress Report 2 Project Completion Report 3 Operation report of DoE 	
<p>Output 4 Capacity of DoE on financial management is strengthened.</p>	<ol style="list-style-type: none"> 4-1 Financial statement on SWM Special Account 4-2 Recommendation on better financial management 	<ol style="list-style-type: none"> 1 Progress Report 2 Project Completion Report 3 Operation report of DoE 	
<p>Output 5 Challenges and roadmaps of DoE is clarified.</p>	<ol style="list-style-type: none"> 5-1 Revised roadmap for improvement of SWM 	<ol style="list-style-type: none"> 1 Progress Report 2 Project Completion Report 3 Operation report of DoE 	
<p>Activity 1 Collection and Transportation Capacity of CCN 1-1 To confirm the current waste collection and transportation system operated by CCN 1-2 To draft the improvement plan of collection and transportation 1-3 To conduct improvement activities based on the plan 1-4 To monitor, evaluate and feedback the result of improvement activities</p>	<p>Input</p> <ol style="list-style-type: none"> 1. Japanese side (1) Japanese expert (1) Chief Adviser / Solid Waste Management 2) Waste Collection and Transportation 1 3) Waste Collection and Transportation 2 4) CBOs Coordination / Public Participation 5) Financial Management 6) Administrative Coordinator 1 / Waste Collection and Transportation 7) Administrative Coordinator 2 / CBOs Coordination / Public Participation 	<ol style="list-style-type: none"> 1 Progress Report 2 Project Completion Report 3 Operation report of DoE 	<p>Preconditions</p> <ul style="list-style-type: none"> - Private sectors and CBOs will cooperate with CCN on waste collection

<p>2-1 To confirm the current waste collection and transportation operation conducted by private service providers (PSPs)</p> <p>2-2 To design a pilot project for the purpose of introduction of franchise system and awareness raising</p> <p>2-3 To list up challenges for improvement of pilot project (legal arrangement, financial analysis, zone selection, coordination with PSPs and CBOs, etc)</p> <p>2-4 To draw needed actions for tracking the challenges and to take necessary measures</p> <p>2-5 To implement the pilot project</p> <p>2-6 To monitor, evaluate and feedback the result of pilot project for future expansion into other zones</p>	<p>(2) Training Two persons / year</p> <p>(3) Local cost</p> <p>(4) Equipment and Materials PCs, printers, vehicles for inspection, other materials needed for pilot project</p> <p>2. Kenyan side</p> <ol style="list-style-type: none"> 1) Counterpart personnel including administrators 2) Office space, meeting room 3) Local cost 	
<p>3-1 To confirm problem of waste collection in slum areas and to draft pilot project of CBOs involvement in waste collection including awareness arising</p> <p>3-2 To select the areas for pilot project of CBOs involvement in waste collection, and to consult on design of pilot project</p> <p>3-3 To implement pilot project of CBOs involvement in waste collection</p> <p>3-4 To monitor and evaluate the pilot project and to make recommendations for future expansion of CBOs involvement in waste collection</p>		
<p>4-1 To confirm the income and expenditure of solid waste management</p> <p>4-2 To draw the plan for operationalising SWM Special Account</p> <p>4-3 To implement the plan for operationalising SWM Special Account</p> <p>4-4 To monitor the SWM Special Account and to prepare financial report</p> <p>4-5 to analyze the report and to make recommendation for improvement of financial status</p>		<p>Precondition</p> <ul style="list-style-type: none"> - Adequate number of counterpart personnel are appropriately assigned. - CCN allocates project activity cost.
<p>5-1 To review collection and transportation activities implemented under the Project</p> <p>5-2 To re-design a roadmap of CCN and to make recommendations for better solid waste management</p>		

Project Design Matrix: PDM (PDM ver. 2.0)

Name of Project: Project for Capacity Development of Solid Waste Management of Nairobi City
 Implementation Agency: Department of Environment (DoE), Nairobi City County (NCC)
 Target Group: Department of Environment (DoE), Nairobi City County (NCC)

Duration of Project: 4 years
 Target Area: Nairobi City
 Date: July 16, 2014

Narrative Summary	Objectively Verifiable Indicators	Means of Verification	Important Assumptions
<p>Overall Goal Waste collection and transportation services in Nairobi City are expanded by NCC.</p>	<ol style="list-style-type: none"> 1 Increase in waste collection coverage area 2 Expansion of franchised collection zones 3 Expansion of CBOs collection zones 4 Increase in public participation 		
<p>Project Purpose Capacity of NCC on solid waste management is strengthened.</p>	<ol style="list-style-type: none"> 1 <u>C/Ps get the ability to expand pilot project activity to other area.</u> 2 <u>NCC can grasp the data about the amount of collected waste in Pilot project area.</u> 	<ol style="list-style-type: none"> 1 Progress Report 2 Project Completion Report 3 Operation report of DoE 4 Interview sheet 	<ul style="list-style-type: none"> - Institutional framework will not change greatly under the county system after the devolution - Policy of Kenyan Government on SWM will not charge
<p>Output 1 Capacity of NCC on solid waste collection and transportation is strengthened.</p>	<ol style="list-style-type: none"> 1-1 Increase in waste collection amount by <u>NCC's</u> direct operation and subcontractors' operation 1-2 Guideline of waste collection and transportation 1-3 Reduced number of illegal solid waste dumpsite 	<ol style="list-style-type: none"> 1 Progress Report 2 Project Completion Report 3 Operation report of DoE 	<ul style="list-style-type: none"> - <u>NCC</u> will continue to allocate enough budget for SWM activities
<p>Output 2 <u>NCC's</u> capacity is strengthened in terms of involvement of private sector for solid waste collection and transportation.</p>	<ol style="list-style-type: none"> 2-1 Guideline for introduction of franchise system for solid waste collection and transportation 2-2 Increase in waste collection amount in franchise zones 	<ol style="list-style-type: none"> 1 Progress Report 2 Project Completion Report 3 Operation report of DoE 	
<p>Output 3 <u>NCC's</u> capacity is strengthened in terms of involvement of CBOs for solid waste collection and transportation.</p>	<ol style="list-style-type: none"> 3-1 Guideline for CBOs involvement in waste collection 3-2 <u>Increase in number of customer served by CBOs</u> 	<ol style="list-style-type: none"> 1 Progress Report 2 Project Completion Report 3 Operation report of DoE 	
<p>Output 4 Capacity of DoE on financial management is strengthened.</p>	<ol style="list-style-type: none"> 4-1 Financial statement on SWM Special Account 4-2 Recommendation on better financial management 	<ol style="list-style-type: none"> 1 Progress Report 2 Project Completion Report 3 Operation report of DoE 	
<p>Output 5 Challenges and roadmaps of DoE are clarified.</p>	<ol style="list-style-type: none"> 5-1 Revised roadmap for improvement of SWM 	<ol style="list-style-type: none"> 1 Progress Report 2 Project Completion Report 3 Operation report of DoE 	
<p>Activity 1 Collection and Transportation Capacity of <u>NCC</u> 1-1 To confirm the current waste collection and transportation system operated by <u>NCC</u> 1-2 To draft the improvement plan of collection and transportation 1-3 To conduct improvement activities based on the plan 1-4 To monitor, evaluate and feedback the result of improvement activities 1-5 To advise on the improvement of the Dandora</p>	<p>Input 1. Japanese side (1) Japanese expert 1) Chief Adviser / Solid Waste Management 2) Waste Collection and Transportation 1 3) Waste Collection and Transportation 2 4) CBOs Coordination / Public Participation 5) Financial Management 6) Final Disposal 7) Administrative Coordinator 1 / Waste Collection and Transportation</p>		<p>Preconditions - Private sectors and CBOs will cooperate with <u>NCC</u> on waste collection - Adequate number of counterpart personnel <u>is</u> appropriately assigned. - <u>NCC</u> allocates project activity cost.</p>

<p>disposal site</p> <p>2-1 To confirm the current waste collection and transportation operation conducted by private service providers (PSPs)</p> <p>2-2 To design a pilot project for the purpose of introduction of franchise system and awareness raising</p> <p>2-3 To list up challenges for improvement of pilot project (legal arrangement, financial analysis, zone selection, coordination with PSPs and CBOs, etc)</p> <p>2-4 To conduct activities of awareness raising on solid waste management in the pilot area</p> <p>2-5 To draw needed actions for tracking the challenges and to take necessary measures</p> <p>2-6 To implement the pilot project</p> <p>2-7 To monitor, evaluate and feedback the result of pilot project for future expansion into other zones</p>	<p>8) Administrative Coordinator 2 / CBOs Coordination / Public Participation</p> <p>(2) Training Two persons / year</p> <p>(3) Local cost</p> <p>(4) Equipment and Materials PCs, printers, vehicles for inspection, other materials needed for pilot project</p> <p>2. Kenyan side</p> <p>(1) Counterpart personnel including administrators</p> <p>1) Counterpart personnel of DoE and Department of Treasury</p> <p>2) Counterpart personnel (5 Staffs of Preparatory Unit for SWM Public Corporation)</p> <p>(2) Office space, meeting room</p> <p>1) Office space, meeting room for Japanese experts</p> <p>2) Office space, meeting room for staff of Preparatory Unit for SWM Public Corporation</p> <p>(3) Local Cost</p>	
<p>3-1 To confirm problem of waste collection in slum areas and to draft pilot project of CBOs involvement in waste collection including awareness arising</p> <p>3-2 To select the areas for pilot project of CBOs involvement in waste collection, and to consult on design of pilot project</p> <p>3-3 To implement pilot project of CBOs involvement in waste collection</p> <p>3-4 To monitor and evaluate the pilot project and to make recommendations for future expansion of CBOs involvement in waste collection</p>	<p>1) Local cost for activities of counterpart personnel of DoE and Department of Treasury</p> <p>2) Local cost for Preparatory Unit of SWM Public Corporation</p> <p>3) Special allowances for counterpart personnel until the commencement of operations of Preparatory Unit for SWM Public Corporation</p>	
<p>4-1 To confirm the income and expenditure of solid waste management</p> <p>4-2 To draw the plan for operationalising SWM Special Account</p> <p>4-3 To implement the plan for operationalising SWM Special Account</p> <p>4-4 To monitor the SWM Special Account and to prepare financial report</p> <p>4-5 To analyze the report and to make recommendation for improvement of financial status</p>		
<p>5-1 To establish Preparatory Unit for SWM Public Corporation and make organizational chart and job descriptions.</p> <p>5-2 To review collection and transportation activities implemented under the Project</p> <p>5-3 To re-design a roadmap of NCC and to make recommendations for better solid waste management</p>		

ANNEX 1.2 Project Flowchart

ANNEX 1.3 Plan of Operations

Plan of Operations (Output 1: Capacity of NCC on solid waste collection and transportation is strengthened.)

■ : JET and NCC Activity

■ : NCC Activity

Japanese Fiscal Year	2011												2012												2013												2014												2015												2016		
Year	2012												2013												2014												2015												2016														
Month	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3												
WBS for Term 1: Fiscal Year of 2012																																																															
[A08] Investigation and analysis of waste collection and transportation situation by NCC																																																															
[A08-1] Nairobi City census				■		■	■	■	■	■	■	■																																																			
[A08-2] Collection and transportation situation of the waste by the NCC				■		■	■	■	■	■	■	■																																																			
[A08-3] Operational status of the collection and transportation vehicle of the NCC				■		■	■	■	■	■	■	■																																																			
[A08-4] Development status of the collection vehicle				■		■	■	■	■	■	■	■																																																			
[A08-5] Status of work start time of collection workers				■		■	■	■	■	■	■	■																																																			
[A08-6] Situation of illegal dumping				■		■	■	■	■	■	■	■																																																			
[A09] Creation of waste collection and transportation improvement plan by NCC																																																															
[A09-1] Collection and transportation of waste by NCC																																																															
[A09-2] Preparations for Commencement of the Franchise System Introduced PP																																																															
[A09-3] Work start time of collection workers																																																															
[A09-4] Illegal dumping prevention																																																															
[A10] Implementation Based on the Improvement Plan Activities																																																															
[A10-1] Improving Waste Collection Efficiency of NCC																																																															
[A10-2] Improvement of Waste Collection and Transportation Vehicle of the Operating Rate of the NCC																																																															
[A10-3] Rapid Development of Waste Collection and Transportation Vehicle of the NCC																																																															
[A10-4] Illegal Dumping Prevention																																																															
WBS for Term 2: Fiscal Year of 2013																																																															
[B06] Evaluation and feedback of waste collection and transportation by NCC																																																															
[B06-1] Improvement of the collection and transportation of waste by NCC																																																															
[B06-2] Improvement of waste collection and transportation vehicle of the operating rate of the NCC																																																															
[B06-3] Rapid development of waste collection and transportation vehicle of the NCC																																																															
[B06-4] Ordinary of the work start time of collection workers																																																															
[B06-5] Illegal dumping prevention																																																															
[B06-6] Implementation of regular health checks and vaccinations																																																															
[B06-7] Lending of work protective equipment (mask, gloves, work shoes, hats, goggles, etc.)																																																															
[B06-8] Development of welfare facilities																																																															
[B07] Implementation of improvement activities based on feedback																																																															
[B07-1] Improvement of the collection and transportation of waste by NCC																																																															
[B07-2] Improvement of waste collection and transportation vehicle of the operating rate of the NCC																																																															
[B07-3] Rapid development of waste collection and transportation vehicle of the NCC																																																															
[B07-4] Ordinary of the work start time of collection workers																																																															
[B07-5] Illegal dumping prevention																																																															
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[B07-7] Lending of work protective equipment (mask, gloves, work shoes, hats, goggles, etc.)																																																															
[B07-8] Development of Welfare Facilities																																																															
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[C07] Evaluation and feedback of the improvement activities of waste collection and transportation by NCC																																																															
[C07-1] Improvement of the collection and transportation of waste by NCC																																																															
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[C07-3] Rapid development of waste collection and transportation vehicle of the NCC																																																															
[C07-4] Ordinary of the work start time of collection workers																																																															
[C07-5] Illegal dumping prevention																																																															
[C07-6] Implementation of regular health checks and vaccinations																																																															
[C07-7] Lending of work protective equipment (mask, gloves, work shoes, hats, goggles, etc.)																																																															
[C07-8] Development of Welfare Facilities																																																															
[C08] Creating a guideline in accordance with the waste collection and transportation by NCC																																																															
WBS for Term 4: Fiscal Year of 2015																																																															
[D08] Ongoing monitoring of the improvement activities of waste collection and transportation by NCC																																																															
[D08-1] Improvement of the collection and transportation of waste by NCC																																																															
[D08-2] Illegal dumping prevention																		</																																													

Plan of Operations (Output 2: NCC's capacity is strengthened in terms of involvement of private sector for solid waste collection and transportation.)

■ : JET and NCC Activity

■ : NCC Activity

Japanese Fiscal Year	2011	2012												2013												2014												2015												2016													
Year	2012												2013												2014												2015												2016														
Month	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3												
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Meeting/Seminar				▲	◆																																												▲	◆											▲	◆	

Plan of Operations (Output 4: Capacity of DoE on financial management is strengthened.)

Japanese Fiscal Year	2011												2012												2013												2014												2015												2016		
Year	2012												2013												2014												2015												2016														
Month	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3												
WBS for Term 1: Fiscal Year of 2012																																																															
[A18] Clarification and Review of Revenue and Expenditure of NCC regarding SWM																																																															
[A18-1] Analysis on Current SWM-related Revenues of NCC																																																															
[A18-2] Analysis on Current SWM-related Expenditures of NCC																																																															
[A18-3] Analysis on Current Break-even Point Analysis of SWM-related Budget of NCC																																																															
[A19] Preparation for the Introduction of SWM Special Account Plan																																																															
[A19-1] Preparation of Basic Concept for SWM Special Account Plan																																																															
[A19-2] Consultation with Department of Treasury																																																															
[A19-3] Preparation of Detailed Proposal for SWM Special Account Plan																																																															
[A19-4] Report to Town Clerk																																																															
[A19-5] Explanation to Finance Committee																																																															
[A20] Implementation of Introduction of SWM Special Account Plan																																																															
[A20-1] Official Announcement of Introduction of SWM Special Account																																																															
[A20-2] Opening of New Bank Account for SWM Special Account																																																															
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WBS for Term 2: Fiscal Year of 2013																																																															
[B14] Introduction of SWM Special Account Plan																																																															
[B14-1] Preparation of Draft SWM Special Account Budget for FY2013/2014																																																															
[B14-2] Preparation of Final SWM Special Account Budget for FY2013/2014																																																															
[B15] Calculation of Revenue and Expenditure Required for SWM																																																															
[B15-1] Estimation of Revenues for SWM Special Account for FY2013/2014																																																															
[B15-2] Estimation of Expenditures for SWM Special Account for FY2013/2014																																																															
[B16] Preparation of Budget based on SWM Special Account																																																															
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[B16-2] Monthly Monitoring of Revenues for SWM Special Account Budget for FY2013/2014																																																															
[B16-3] Monthly Monitoring of Expenditures for SWM Special Account Budget for FY2013/2014																																																															
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WBS for Term 3: Fiscal Year of 2014																																																															
[C15] Introduction and Monitoring of SWM Special Account Plan and Preparation of the Financial Report																																																															
[C15-1] Annual Monitoring of Revenues for SWM Special Account Budget for FY2013/2014																																																															
[C15-2] Annual Monitoring of Expenditures for SWM Special Account Budget for FY2013/2014																																																															
[C15-3] Preparation of Annual Budget Monitoring Report for FY2013/2014																																																															
[C16] Analysis of the Financial Report and Recommendation for Improvement of the Financial Condition of NCC																																																															
[C16-1] Monthly Analysis of Revenues for SWM Special Account Budget for FY2014/2015																																																															
[C16-2] Monthly Analysis of Expenditures for SWM Special Account Budget for FY2014/2015																																																															
[C16-3] Preparation of Monthly Budget Analysis Report of SWM Special Account for FY2014/2015																																																															
WBS for Term 4: Fiscal Year of 2015																																																															
[D13] Analysis on the Financial Report and Recommendation of the Financial Condition of NCC																																																															
[D13-1] Annual Analysis of Revenues for SWM Special Account Budget for FY2014/2015																																																															
[D13-2] Annual Analysis of Expenditures for SWM Special Account Budget for FY2014/2015																																																															
[D13-3] Implementation of Break-even Point Analysis on SWM Special Account for FY2014/2015																																																															
[D13-4] Preparation of Annual Budget Analysis Report for FY2014/2015																																																															
[D14] Advise on the Implementation of Recommendation for Improvement of the Financial Condition of NCC																																																															
[D14-1] Implementation of Comprehensive Analysis on SWM Special Account Budget																																																															
[D14-2] Preparation of Comprehensive Advisory Report on SWM Special Account																																																															
[D14-3] Consultation with Department of Treasury																																																															
[D14-4] Report to Top Officials																																																															
Report/Evaluation																																																															
Meeting/Seminar																																																															

ANNEX 1.4 Result of Japanese Expert Dispatch

ANNEX 1.5 Result of Training in Japan

Result of Training in Japan

[FY2012/13]

Trainee	Mr. Samuel Ndungu Mwangi Mr. James Ochieng Otiende
Subject	Capacity Development of Solid Waste Management
Period	21 st of October, 2012 – 3 rd of November, 2012
Outline of training	Implemented with attainment targets of the following 6 items through lecture, practice, and observation. <ol style="list-style-type: none"> 1) Knowledge on Solid Waste Management in Kitakyusyu City 2) Knowledge on waste collection and transportation in Kitakyusyu City 3) Knowledge on waste collection and transportation by private sector 4) Knowledge on roles of local community centres 5) Knowledge on treatment methods of organic waste 6) Knowledge on controlled landfill method

[FY2013/14]

Trainee	Mr. Geoffrey Kihoro Mr. Gabriel Omondi
Subject	Capacity Development of Solid Waste Management
Period	22 nd of July, 2013 – 2 nd of August, 2013
Outline of training	Implemented with attainment targets of the following 6 items through lecture, practice, and observation. <ol style="list-style-type: none"> 1) Knowledge on Solid Waste Management in Kitakyushu City 2) Knowledge on waste collection and transportation in Kitakyushu City 3) Knowledge on waste collection and transportation by private sector 4) Knowledge on roles of local community centres 5) Knowledge on treatment methods of organic waste 6) Knowledge on controlled landfill method

[FY2014/15]

Trainee	Mr. Duncan Miheso Mr. Cyrilus Kidew
Subject	Capacity Development of Solid Waste Management
Period	29 th of September, 2014 – 10 th of October., 2014
Outline of training	Implemented with attainment targets of the following 6 items through lecture, practice, and observation. <ol style="list-style-type: none">1) Knowledge on Solid Waste Management in Kitakyushu City2) Knowledge on waste collection and transportation in Kitakyushu City3) Knowledge on waste collection and transportation by private sector4) Knowledge on roles of local community centres5) Knowledge on treatment methods of organic waste6) Knowledge on controlled landfill method

[FY2015/16]

Trainee	Ms. Margaret Kariuki Ms. Patricia Akinyi
Subject	Capacity Development of Solid Waste Management
Period	19 th of October, 2015 – 30 th of October., 2015
Outline of training	Implemented with attainment targets of the following 6 items through lecture, practice, and observation. <ol style="list-style-type: none">1) Knowledge on Solid Waste Management in Kitakyushu City2) Knowledge on waste collection and transportation in Kitakyushu City3) Knowledge on waste collection and transportation by private sector4) Knowledge on roles of local community centres5) Knowledge on treatment methods of organic waste6) Knowledge on controlled landfill method

ANNEX 1.6 Records of Procured Equipment & Materials

Records of Procured Equipment and Materials

No.	Item	Specification	Quantity
1	Desktop Computer	Mecer VL-03 Desktop Computers (Intel Duo Core 2.93 GHZ, 2 GB RAM, 1 TB HDD, DVD Writer, 10/100 Network Card, Keyboard, Mouse, 16-bit Integrated Audio, Windows 7 professional, Office 2007, and Monitor 18.5" Screen)	1
2	Copy & Printer	Sharp AR5620N w/ Document Feeder AR-RP8	1
3	Printer (Color)	Brother MFC 6490CW Colour printer A3	1
4	Projector	EPSON EB-1750	1
5	Video Camera	Sony E-HDRPJ260EB	1
6	Vehicle	Toyota Hilux Diesel, Made in 2012 White Colour Gross weight: 2,750 kg Tare weight: 1,700 kg Load capacity: 1,050 kg	2

ANNEX 1.7 Minutes of Meeting on JCC

NAIROBI CITY COUNTY

Telephone: +254 202221349
www.nairobi.go.ke

CITY HALL
P.O. BOX 30075-00100
NAIROBI



ENVIRONMENT & FORESTRY

MINUTES OF THE 4TH JOINT COORDINATING COMMITTEE (JCC) MEETING FOR THE PROJECT ON CAPACITY DEVELOPMENT OF SOLID WASTE MANAGEMENT OF NAIROBI CITY HELD AT COUNTY COMMITTEE ROOM

Date of Meeting: 2nd July 2015

Minutes Prepared By: JET

1. Agenda

- 1.0 Introduction of each attendant.
- 2.0 Confirmation of previous meeting minutes.
- 3.0 Matters arising
- 4.0 Presentations of project progress and way forward of the project (Kenyan counterparts)
 - Waste collection and transportation.
 - CBO's coordination
 - Financial management and institutional restructuring
 - Final disposal
 - Challenges and way forward
- 5.0 Feedback from JICA Expert Team (JET)
- 6.0 A.O.B.

2. Attendance

No.	Name	Organization	Contact
1	Evans Ondieki	NCC	0722491289
2	Dr. Leah Oyake	NCC	0714040631
3	Dr. Robert Ayisi	NCC	0722761884
4	Esther Ndegwa	NCC	0722639809
5	Samwel Mwangi	NCC	0722294867
6	Duncan Miheso	NCC	0724378061
7	Moses Kamau	NCC	0728569227
8	James Otiende	NCC	0724463463
9	Margaret Kariuki	NCC	0721246474

No.	Name	Organization	Contact
10	Isaac Muraya	NCC	0722840131
11	Roy Onyango	NCC	0721594581
12	Kazungu K. Raphael	NCC-City Planning	0731653973
13	Shinsuke Takeuchi	JET	0702587057
14	Samson Omondi	JET	0724217641
15	Takehiko Ogawa	JET	0721540465
16	Shinsuke Okamoto	JET	0786520627
17	Masakazu Maeda	JET	0708303240
18	Kazuhiro Tambara	JICA Kenya Office	0718929807
19	Masahito Miyagawa	JICA Kenya Office	0727796557
20	John N. Ngugi	JICA Kenya Office	0722517254
21	Eng. Nahason Muguna	NCWSC	0722524415

3. Minutes

Minute	Details	Member
1. Introduction	<ul style="list-style-type: none"> The meeting was called to order at 9:10am. Members introduced themselves. 	Chairman- Mr. Evans Ondieki (NCC)
2. Confirmation of previous minutes	<ul style="list-style-type: none"> Members went through the minutes of the previous JCC meeting held on 27th January, 2015. 	<ul style="list-style-type: none"> Mr. Isaac Muraya (NCC) proposed & Mrs. Esther Ndegwa (NCC) seconded

<p>3. Matters arising</p>	<ul style="list-style-type: none"> ● Capacity building to be widened to other sectors and those who have gone for training in Japan courtesy of JICA should be trainers of trainees. ● SWM bill is in its second reading in the County assembly and will soon be signed into law. ● Court case on Zone 7 franchise system by WEMAK was handed over to a private lawyer and the possible final hearing would be on 8th July 2015 and it's expected that the results will be positive. ● Concern on the advertisement of zones 1, 6 and 9 for in view of current challenges faced in zone 7 was raised. ● The explanation was that it would be a strategy to accommodate the PSP's (WEMAK) who sued NCC at the High Court though the main issue would be the procurement process. ● Commented that no challenges were experienced from the zone 7 residents community but only from Illegal PSP's (WEMAK) since the main purpose of zoning was to enhance solid waste collection and transportation and this would only be achieved through enhanced public awareness by using electronic media such as TV, radio, video clips and weekly and monthly meetings through public and private forums. 	<ul style="list-style-type: none"> ● Mr. Evans Ondieki (NCC) ● Dr. Leah Oyake (NCC) ● Mr. Samwel Mwangi (NCC) ● Mr. Miyagawa (JICA, Kenya) ● Mr. Isaac Muraya (NCC) ● Dr. Leah Oyake (NCC)
<p>4. Presentations of project progress and way forward of the project (Kenyan counterparts)</p>	<p><i>Playing of franchising edited video clip</i></p> <ul style="list-style-type: none"> ● The video clip had been already approved and it will target the general public rather than the PSP's only especially just before or after the 9pm daily NEWS. ● The video clip was then played by Mr. Okamoto (JET). ● All the present members watched and finally acknowledged it. <p><i>Waste collection & transportation</i></p>	<ul style="list-style-type: none"> ● Dr. Leah Oyake (NCC) ● Mr. Okamoto (JET) ● All ● Mr. James Otiende

	<p>through TV, radio, stickers, website, video clip amongst others would be critical for the success of the pilot project in all the sub counties and wards hence both JET and NCC needs to commit by allocating a budget for the same.</p> <p><i>Financial management and institutional restructuring</i></p> <ul style="list-style-type: none"> ● SWM special account had been opened and active though the franchisee levy of remittance of 15% to NCC had not been realized due to poor financial performance by the franchisee ● Preparatory unit would be created with an institutional capacity of 48 staffs .She also lamented that the office renovation had been completed and the procurement process for purchase of equipment and furniture was on course <p><i>Final disposal site</i></p> <ul style="list-style-type: none"> ● He presented a brief background of Dandora dumpsite with the progress of 1km stretch of wall fence already constructed while gate and office/guard house were still under construction, John Osogo road was well maintained though the access route within the dumpsite was in a bad state since the onset of the rainy season. ● Proposed Ruai sanitary land fill piece of land faces a major challenge in terms of encroachment which calls for urgent securing land title deeds and other relevant documentation before the onset of construction process. <p><i>Feedback from JICA Expert Team (JET)</i></p>	<ul style="list-style-type: none"> ● Mrs. Esther Ndegwa (NCC) ● Mr. Roy Onyango (NCC) ● Mr. Masakazu Maeda (JET)
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	<ul style="list-style-type: none"> ● He made a presentation indicating franchise system experiencing very low waste collection ratio due to inadequate enforcement, lack of public awareness and court case as the main problems but with possible solutions like NCC terminating its contract with franchisee or continuing the contract with SIFA. ● The following options were also made; at least one franchise zone should be allocated to the small PSP's, NCC should consider the small PSP's through their normal contract waste collection services, the whole city should be franchised at once, franchisee should allocate at least 30% of waste collection work to small PSP's and finally NCC should allow Takataka Solution to operate together with Clean Vision in Kangemi and instruct them to make a formal contract with SIFA. ● Finally, JET recommended more broad and intensive public awareness campaigns to be carried out with a county wide scale based on the strong commitment by NCC's top management, the target for obtaining cooperation of the campaigns should be at first big commercial enterprises and government institutions in zone 7, focused group discussions with the opposition parties on a face to face basis so as to withdraw the court case by proposing mitigation measures for them and finally required actions with their timeline and persons in charge who have been mentioned and shall be clarified for monitoring and updating periodically. <p><i>Challenges and way forward</i></p> <ul style="list-style-type: none"> ● Commented that all the presentations were very realistic and represented the reality on the ground hence NCC recommended more public awareness campaigns like TV, radio, newspapers, stickers, video clips, website and billboards by both NCC and JET. ● Informed the members present that the video clip had been approved by NCC and would target the media rather than PSP's stakeholders forums especially 	<ul style="list-style-type: none"> ● Mr. Evans Ondieki (NCC), Mrs. Margaret Kariuki (NCC), Dr. Ayisi (NCC) & Mr. Miyagawa (JICA, Kenya) ● Dr. Leah Oyake (NCC)
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	<p>before or after 9pm NEWS</p> <ul style="list-style-type: none"> ● Informed all the members present that JET had allocated approximately 2 to 3 million Kenya shillings in their budget for the final year for public awareness campaigns. ● Invited Mr. Maeda (JET) and Mr. Okamoto (JET) to attend Eastleigh clean up on 2nd July 2015 as from 12.30pm immediately after the JCC meeting to enhance public awareness in Nairobi City County. ● He lamented that there was no properly documented public education model (information) to target zone 7 residents like separation of waste at the source. ● He also complained that both NCC and JET had not created capacity to incorporate other stakeholders such as church leaders, KARA and WEMAK and requested Mr. Samwel Mwangi (NCC) to consider other stakeholder options and discouraged blaming SIFA challenges on franchise system because of inadequate enforcement from NCC which was due to the current court case which once is addressed, franchise fee will increase since ‘The Chief Justice’ lives in zone 7 and he hasn’t been briefed or written to solve the issue. ● Requested JET to plan and organize for the training of some more Environmental officers (middle level manager’s junior officers) for at least 1 week in Japan and also donate 2 or 3 pickups to enhance public education and awareness and also NCC will recruit Assistant Director (Public advocacy) before August 2015 to assist in public awareness and committed 3million Kenya shillings from NCC side to assist promote and enhance franchise system. ● Finally, he explained about issue with Kenya Civil Aviation (KCA) and Kenya Airports Authority (KAA) solved and NCC had been given go ahead on to proceed with the Fukuoka method implementation. The weighbridge at Dandora dumpsite needs to be repaired to ensure the staff submits accurate data to NCC treasury department for payment to the contractors. He asked JET to fast track ODA loan for the implementation of Fukuoka method in Ruai and promised to follow up proposed Ruai landfill parcel of 	<ul style="list-style-type: none"> ● Mr. Masakazu Maeda (JET) ● Mr. Evans Ondieki (NCC)
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	<p>land illegal encroachment issue with National Land Commission through the assistance of Department of Planning (NCC) and also requested for the allocation of extra pick-up when JET are away to support public awareness campaigns.</p> <ul style="list-style-type: none"> ● Requested JET and NCC to come up with awareness booklets or fliers to distribute to residents and promised to communicate JET the exact amount her sector will allocate for public awareness and eventually requested Mrs. Esther Ndegwa (NCC) to ensure that a supplementary budget is included for public awareness. ● She recommended NCC counterparts staff to verify SIFA contract whether NCC had rights to check franchisee accounts and urged them to go to zone 7 residents and audit whether SIFA has been submitting accurate and correct financial data to NCC through their monthly reports. ● Asked Mr. Ondieki (NCC) to follow up and find an alternative site in Ruai with clear ownership documents and eventually asked to consider reviewing. <p>ISWM master plan to incorporate such important suggestions from JCC meetings.</p> <ul style="list-style-type: none"> ● Informed all the present members that SIFA was not separating waste at source since they were just distributing one liner bag to the residents and also seek a clarification from NCC on the proposed Ruai landfill land issue which had been encroached into by unknown land grabber. ● Commented that he was not sure whether NCC staffs were allowed to access SIFA accounts for auditing since the contract did not provide for that during negotiations stage and informed all present members that Fukuoka method would succeed once the Ruai land issue would be sorted out. ● He finally assured every one that DOE was fully committed for the success of franchise system since the main challenge was the “court case” issue and requested the whole team to remain focused to ensure franchise system succeeds. 	<ul style="list-style-type: none"> ● Dr. Leah Oyake (NCC) ● Mr. Miyagawa (JICA, Kenya) ● Mr. Isaac Muraya (NCC)
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	<ul style="list-style-type: none"> ● Requested NCC to identify an alternative site for Ruai sanitary landfill with relevant land ownership documents and title deeds to ensure the implementation of the Fukuoka method and gave a best practice of the neighbouring Kiambu County Government. ● Asked NCC and JET to involve both Sub county administrators and Ward administrators into franchise system. ● Requested the participation of NCC senior managers such as Governor, County Executive Committee Member (CECM), Chief Officers and Director of Environment for public awareness campaigns. ● Assured all the present members that all was not lost since court case might be solved on 8th July 2015 as long as WEMAK does not consider to appeal their case at the ‘Court of Appeal’. ● Cited logistics problems at Dandora dumpsite hindering the improvement of fence wall and access route construction. ● Suggested centralization of solid waste through increased narration rather than depending on the open Dandora dumpsite. ● Promised that NCC Department of Planning would work together with Department of Environment to assist locate suitable land for the proposed sanitary landfill site in Ruai. ● Reported that SIFA May monthly report is approximately 500,000/- and so the franchise fee of 15% is negligible at only 2% of expected fee of approximately 3.8Million which should be deposited to the special account and asked Dr. Oyake (NCC) to follow up with NCC Finance Department. 	<ul style="list-style-type: none"> ● Mr. Ngugi (JICA, Kenya) ● Dr. Anyisi (NCC) ● Mr. Duncan Miheso (NCC) ● Mr. Samwel Mwangi (NCC) ● Mr. Roy Onyango (NCC) ● Eng. Muguna (NCC) ● Mr. Kazungu (NCC) ● Mr. Ogawa (JET) & Mrs. Esther Ndegwa (NCC)

<p>A.O.B</p>	<ul style="list-style-type: none"> ● Requested involvement of the general public in future JCC meetings. ● It was agreed that franchise fee payment to be extended for another 6 months based on the current challenges like ‘Court case’. ● Requested JET for project extension for at least 1 year and asked for fast tracking of the beginning of the extension process. ● Lamented that the project ends in March 2016 and so NCC should show progress since the final evaluation team would come on 23rd September to 1st October 2015 and they would be determinant of the future proceeding of the project. ● Extension would depend on positive progress made by NCC on the project as they would portray to the evaluators from JICA, Tokyo, Japan especially franchise system in zone 7. ● Alternative Ruai landfill site should be identified and NCC would organize for visit on Wednesday, 8th July 2015 with the help of Department of Planning by availing status reports and follow ups. ● NCC should collaborate with NYS on waste management in low income areas such as Kibera and NCC shouldn’t be held hostage by court case hence public awareness should continue. ● Promised to implement proposals made by JET. ● Escalate public education and awareness and promote concepts of 3Rs (Reduce, Reuse and Recycle) ● NCC committed itself by providing enforcement officers to ensure franchise system succeeds. 	<ul style="list-style-type: none"> ● Mr. Tambara (JICA, Kenya) ● All ● Mr. Evans Ondieki (NCC) ● Mr. Miyagawa (JICA, Kenya) ● Mr. Ngugi (JICA, Kenya) & Mr. Kazungu (NCC) ● Mr. Mwangi, Mr. Otiende & Mr. Kamau (NCC) ● Mr. Evans Ondieki (NCC)
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There being no other business, the meeting adjourned at 12:15pm.

CONFIRMATION OF MINUTES

Chairman..... Date.....

Secretary..... Date.....

NAIROBI CITY COUNTY



ENVIRONMENT & FORESTRY SUB SECTOR

MINUTES OF THE 7TH JOINT COORDINATING COMMITTEE (JCC) MEETING ON THE PROJECT FOR CAPACITY DEVELOPMENT OF SOLID WASTE MANAGEMENT OF NAIROBI CITY

Date : 30th September, 2015
Time : 10:15am
Venue : Committee Room, City Hall 1st Floor

Attendance

No.	Name	Organization	E-mail	Telephone
1	Masakazu Maeda	JET	m-maeda@ctii.co.jp	0708303240
2	Shinsuke Takeuchi	JET	bamboo-takeuchi@nifty.com	0731679364
3	Takehiko Ogawa	JET	rri2100@yahoo.co.jp	0702594194
4	Samson Omondi	JET	Omoshsam2008@gmail.com	0724217641
5	Ondieki Evan (Chairman)	CECM-NCC	ondieki@yahoo.co.uk	0722491289
6	Dr. Leah Oyake-Ombis	CCO-NCC	leahoyake@gmail.com	0714040631
7	Isaac Muraya	DoE-NCC	imuraya@gmail.com	0722840131

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Page 1

No.	Name	Organization	E-mail	Telephone
8	S. N. Mwangi	NCC	Samndoo200@yahoo.com	0722294867
9	Patricia K'Omudho	NCC	patkinyi@gmail.com	0733790546
10	Margaret Kariuki	NCC	Margaretk91@gmail.com	0721246474
11	Duncan Miheso	NCC	Miheso2001@yahoo.com	0724378061
12	James Otiende	NCC	Jotiende2004@yahoo.com	0724463463
13	Moses Kamau	NCC	mkgathigi@yahoo.com	0728569227
14	Jane Kamau	NCC	gicherujane@yahoo.com	0722477942
15	Esther Ndegwa	NCC	Estherndegwa69@gmail.com	0722639809
16	Edwin Murimi	NCC	siredwins@gmail.com	0720251188
17	Susan Nyambura	NCC	suemathu82@gmail.com	0726003942
18	Lawrence Mwangi	NCC	Mwangi65@gmail.com	0728322636
19	Dr. Robert Ayisi	CCO-NCC	robayisi@yahoo.co.uk	0722761884
20	S. G. A. Mwangi	NCC		
21	Wycliffe Mwanthi	NCC		
22	Eng. C. A. Ogut	CCO-NCC	christineogut@gmail.com	0720941496
23	Odongo P.T.	CEC- OP, H & L		
24	Eng. Nicholas Nyariki	MolHUD	nicholas.nyariki@yahoo.com	0721386900
25	Daichi Ban	JICA Kenya	Ban.Daichi@jica.go.jp	+254202775000/201
26	John Ngugi	JICA Kenya	JohnNgugi@KY@jica.go.jp	0722517254
27	Masahito Miyagawa	JICA Kenya	Miyagawa.Masahito@jica.go.jp	0727796557

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No.	Name	Organization	E-mail	Telephone
28	Masato Fukuhara	JICA Kenya		
29	Jun Totsukawa	JICA HQ (Evaluation & Analysis)	juntotsu@mub.biglobe.ne.jp	+81474316038
30	Kazunao Shibata	JICA HQ (Leader)	Shibata.Kazunao@jica.go.jp	+81352269554
31	Hiroko Kamata	JICA HQ (Senior Advisor)		
32	Tamaki Mori	JICA HQ (Cooperation Planning)		

Agenda

1. Introduction of Each Attendant
2. Confirmation of Previous Meeting Minutes
3. Presentation of Progress of the Project
4. Results of the Terminal Evaluation
5. Challenges and Way Forward
6. Signing of the Minutes of Meeting
7. A.O.B

The Minutes

1. Introduction of Each Attendant
 - The Chairman called the meeting to order at 10:15am.
 - Margaret led the members with a prayer.
 - Self-introduction proceeded.
2. Confirmation of the Previous Meeting Minutes

The Director proposed the previous minutes which were seconded by Duncan.

 - 2.1 Matters Arising from the Previous Minutes
 - 2.1.1 Mr. Maeda pointed out that the project team did not engage stakeholders regarding the franchise system as was agreed in the previous JCC.
The Chairman informed the members that some large stakeholders such as Nakumatt and Naivas retail chain stores had been

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engaged. Other public institutions and school heads in franchise pilot area (Zone 7) have been contacted. The franchise system being a new concept is a challenge in itself faced by slow public uptake despite it being based on studies. He however, assured members of top political good will.

Mr. Muraya added that a series of meetings were held with Zone 7 property managers and this should continue for the success of the project.

2.1.2 Mr. Ngugi inquired about the progress of the public awareness video

Patricia explained that the Governor approved the video and advised that a one month print media campaign be run before airing on electronic media. Consequently consultations were made with the Director of communications who facilitated the planning of a 360 degrees campaign. We are now waiting for NCC to instruct the bank to pay the print media houses. It was agreed that once the franchise system has been published in the print media for 2 weeks, we can proceed to air the video in the electronic media.

The Chairman acknowledged the delays caused by bureaucracy in NCC.

2.1.3 Mr. Ngugi inquired about the recruitment of staff to the Department of Environment. It was clarified that the Sub-county Environmental Officers are in the process of being recruited to manage devolved environmental functions at the Sub-county level.

2.1.4 Mr. Miyagawa wanted to know about the status of the proposed land fill site at Ruai.

The Chairman assured members that the main issue being illegal settlers is being handled. Ownership should then be under the ISWM Public Corporation.

Dr. Oyake added that the matter will be discussed further on 01-10-2015 during the site visit in the presence of the County Executive Committee Member of Lands.

3. Presentation of the Progress of the Project.

Dr. Ayisi took the members through the progress of the project as projected for presentation.

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The Chairman highlighted that despite the challenges experienced, lessons have been learnt. There is confidence in JICA among other NGOs as a leader in supporting SWM projects.

4. Results of the Terminal Evaluation

Mr. Totsukawa took the members through the results of the terminal evaluation as projected for presentation.

The 3 week rigorous evaluation exercise provides for certainty of the validity of the results. The evaluation parameters were based on preset frameworks and indicators before commencement of the project.

There has been steady progress as well as stagnations in different components of the project.

The evaluation may have been severe than other countries but can be attributed to the enormous challenges especially the unprecedented court cases.

The evaluation team acknowledges NCC's efforts towards successful project implementation in terms of meeting with stakeholders such as the PSPs and property managers. The team met WEMAK who appeared to be firm on their opposition towards implementation of the franchise system. More litigations are imminent with the expansion of the franchise system.

The recommendations should be implemented by all the stakeholders. Dr. Oyake responded that the project team is ready to fast track this. The Engineer from Ministry of Land, Housing and Urban Development (MLHUD) added that they have been with the project since inception and are ready to support JICA to achieve success.

5. Challenges and Way Forward

Ms. Kamata took the members through the recommendations arising from the terminal evaluation. She acknowledged the great improvement of SWM in the City since the 1998 study despite the challenges experienced. In the review of the franchise system, the strength of the cross-subsidy should be considered. Essentially a situation analysis will inform the succeeding stages of the project.

Dr. Oyake pointed out that devolved governance has contributed towards the project's progress citing procurement of waste collection vehicles. Governance should have been considered in the evaluation parameters.

The Chairman pointed out that due to democracy, court processes have to proceed with respect of human rights no matter how misinformed the complainant is. It is difficult to deal with stakeholders who are not willing to

compromise. Nevertheless, there has been some value addition evident on 4Rs initiatives and consultations from resident associations.

Members were reminded that NCC had requested JICA for 2 more double cabins to facilitate the public awareness exercises. Besides the commitment to supporting a sanitary landfill, NCC requests for support in creating public awareness. Dr Oyake pointed out that the component on the final disposal should have begun at the inception of the project to optimally realize the other project components. However, public awareness should be in the next phase of the project as we await the final disposal grant in the next year. In the meantime, experiences can be shared with the piloting of the Fukuoka at Thika supported by JICA.

Much as NCC is in the process of recruiting more competent staffs to drive the ISWM, more training is required to build their capacity. For the next project phase, NCC proposes an in-country training programme in line with the Japan training arrangement. This will allow for a larger number to be trained in a shorter period.

Mr. Muraya assured members that NCC has an able team with a supportive leadership to implement the next phase of the project. This should be fast tracked so that implementation of the sanitary landfill and provision of heavy equipment is realized. The Chairman added that NCC requires 200 waste collection trucks to optimally serve the City. This can be achieved by an arrangement with JICA whereby NCC will commit to pay in installments.

6. Signing of the Minutes

Mr. Shibata took the members through the minutes of acceptance of the Joint Terminal Evaluation Report. He then signed them together with the Chairman.

7. AOB

The Chairman prompted for a comment from the financial team. Mrs. Ndegwa acknowledged that finance is a major component of the project. The challenges in the franchise system have inhibited inflow to the ISWM special account. However, The Chief Officer of Environment and Forestry facilitated for CBD contract funds to activate the account.

There is need for a framework for an audit system to ensure that the franchisee's returns reveal the expected revenue.

Mr. Maeda appreciated the evaluation team. The results are acceptable and it is a learning process. Implementation of the recommendations should begin immediately with all stakeholders participating.

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Action Items

- Verification of the status of the proposed sanitary landfill site at Ruai by NCC and the JICA Evaluation team on 01-10-2015.
- Implementation of the recommendations arising from the evaluation; including fast tracking of the 360 degrees media campaign by NCC.

Minutes compiled by NCC

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NAIROBI CITY COUNTY



ENVIRONMENT & FORESTRY SUB SECTOR

MINUTES OF THE 8TH JOINT COORDINATING COMMITTEE (JCC) MEETING ON THE PROJECT FOR CAPACITY DEVELOPMENT OF SOLID WASTE MANAGEMENT OF NAIROBI CITY

Date : 1st February, 2016
Time : 5:00pm
Venue : Sarova Panafric Hotel

Attendance

No.	Name	Organization	E-mail	Telephone
1	Masakazu Maeda	JET	m-maeda@ctii.co.jp	0708303240
2	Yukihisa Sakata	JET	sakata@exri.co.jp	0704647129
3	Takehiko Ogawa	JET	rri2100@yahoo.co.jp	0702594194
4	Shin Okamata	JET	okamoto@exri.co.jp	0786520627
5	Samson Omondi	JET	Omoshsam2008@gmail.com	0724217641
4	Tom Odongo (Chairman)	CECM-NCC	rickodongo@yahoo.com	0722213653
5	Eng. Christine	CCO-NCC	leahoyake@gmail.com	0720941496

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No.	Name	Organization	E-mail	Telephone
	Ogut			
6	Isaac Muraya	DoE-NCC	imuraya@gmail.com	0722840131
7	Roy Onyango	NCC	roy.onyango57@hotmail.com	0721594581
8	Patricia K'Omudho	NCC	patkinyi@gmail.com	0733790546
9	Margaret Kariuki	NCC	Margaretk91@gmail.com	0721246474
10	Duncan Miheso	NCC	Miheso2001@yahoo.com	0724378061
11	James Otiende	NCC	Jotiende2004@yahoo.com	0724463463
12	Moses Kamau	NCC	mkgathigi@yahoo.com	0728569227
13	Esther Ndegwa	NCC	Estherndegwa69@yahoo.com	0722639809
14	Edwin Murimi	NCC	siredwins@gmail.com	0720251188
15				
16	Lawrence Mwangi	NCC	Mwangi65@gmail.com	0728322636
17	Jane Wamuguru	NCC	gichurejane@yahoo.com	0720846722
18	John Ngugi	JICA Kenya	JohnNgugi.KY@jica.go.jp	0722517254
19	Masahito Miyagawa	JICA Kenya	Miyagawa.Masahito@jica.go.jp	0727796557

Agenda

1. Introduction of Each Attendant
2. Confirmation of Previous Meeting Minutes
3. Confirmation of Progress of the Project
4. Challenges and Way Forward
5. A.O.B

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The Minutes

1. Introduction of Each Attendant

- The Chairman called the meeting to order at 5:00pm.
- Self-introduction proceeded.
- The following members were absent with apology:
 - Hadija R. Diba of the National Treasury-PPP Unit
 - Samwel Mwangi – NCC (Project Manager)

2. Confirmation of the Previous Meeting Minutes

James took the members through the previous minutes. Duncan proposed the record and Esther seconded them.

2.1 Matters Arising from the Previous Minutes

2.1.1 Mr. Muraya asked for a comment on the progress of the public awareness video. Patricia responded that it was already aired on national television. The package included 2 spots for the feature and 7 high frequency promotions before and after the features. However, the awareness campaign did not take place due to budget constraints. Eng. Ogut was concerned about the target population reached, impact and the need for follow-up stakeholder engagement. The Chairman concurred that public awareness is necessary and a supplementary budget can always be allocated when need be. Margaret confirmed that the current public awareness budget has been exhausted and a supplementary budget is in order.

2.1.2 Mr. Ngugi inquired on the progress of the recruitment of more staff. Mr. Muraya responded that there is a revised proposal in progress. Eng. Ogut added that some staffs have been promoted; recruitment of project officers has been proposed to monitor contracts including authentication of waste disposal to the designated site.

2.1.3 Mr. Miyagawa expressed concern on the ownership documents for the proposed landfill site at Ruai and the demarcations for the expansion of the sewerage treatment plant. The Chairman assured the meeting that the acquisition of the land title and demarcations are in progress.

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3. Confirmation of the Progress of the Project.

Mr. Maeda confirmed that the progress of the project was as presented during the seminar earlier in the day.

4. Challenges and Way Forward

Mr. Maeda took the meeting through the project Road Map.

Eng. Ogut informed the meeting that NCC has a plan to increase the waste collection and transportation capacity. 7 more trucks are being procured in the current financial year and 35 trucks will be procured in the next financial year.

Mr. Ngugi expressed the need to engage the PSPs so that the disputes are resolved before the next phase of the project. The Chairman concurred acknowledging that the court case will take forever. The principle of inclusiveness must be observed while maintaining the concept of the Franchise System. The new strategic managers will start engaging the PSPs, consider restructuring their involvement but not to compromise too much. Lawrence also pointed out that there was a policy gap on the commencement of the Franchise System. Fortunately we now have the SWM Act.

Edwin informed the meeting that the Franchisee in Zone 9 has not began the works 3 months down the line. Duncan added that the franchisee's trucks have been seen operating in other zones. This is jeopardizing NCC's waste collection plan. Since it is a franchise zone, a contractor cannot be awarded a tender and NCC's collection capacity is constrained in other zones. Moses explained that both the Franchisees in zone 7 and 9 cannot be blamed for non-performance yet NCC has not fulfilled its mandate as per the signed contracts. The omissions being public awareness creation and enforcement. James reminded the meeting that the franchise system implementation was designed in phases so that NCC can have time to learn and make adjustments in succeeding zones.

Esther informed the meeting that there is no framework to audit the franchisee's finances. NCC relies on their reports.

The Chairman informed the meeting there will be internal management meetings to sort out the issues. The sector has always been underfunded. This financial year saw an allocation of 25% of the expectation to deliver. For this reason, it has been a challenge to actualize certain activities including comprehensive public awareness. Nevertheless, Eng. Ogut assured the meeting that there is a provision of the supplementary budget that should assist in realizing some of the activities that previously halted.

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Mr. Miyagawa wanted to know the fate of the 2 other zones that were to be franchised. The Chairman responded that franchise system expansion has halted for the moment.

Mr. Miyagawa asked about NCC's next plan for Zone 7. Mr. Muraya responded that it has been captured in the road map and embracing dialogue is included.

Mr. Miyagawa was concerned about the many guidelines developed by JET and hopes that there will be official adoption by NCC. The Chairman responded that the guidelines will be presented to the County Assembly for approval.

5. AOB

The Chairman thanked JICA for the technical cooperation project. He has been well briefed and agreed to give full support. JICA support is still needed not only in the project but also in the wider ISWM programme. JICA has done commendable works in other developing countries as shared by cities in different international fora. In particular, JICA is a leader in Master Plan development.

Action Items

- Implementation of the recommendations by JICA guided by the road map.

Minutes compiled by NCC

ANNEX 1.8 Transition of Counterparts

ANNEX 2.1 Waste Carried to Dandora

Waste Volume carried to Dandora Landfill by Karoleni Depot Data

	NCC truck		NCC hired truck BEAT Dump by hand		NCC hired truck OPS Dump by machine		PSP		NYS (National Youth Service) GK truck KIBERA		Zone 7 SIFA			Total	
	Load	Ton	Load	Ton	Load	Ton	Load	Ton	Load	Ton	Load	Ton	SIFA data	Load	Ton
Nov. 2014	620	4,332	1,156	11,980	316	4,307	892	3,909	78	540	0	0	473	3,075	25,134
Dec. 2014	606	4,362	1,384	15,460	291	3,631	783	3,676	98	811	187	634	1,004	3,349	28,577
Jan. 2015	658	4,440	1,113	11,183	365	4,488	846	3,720	450	3,575	141	690	725	3,559	28,078
Feb. 2015	500	3,544	1,165	12,157	353	4,386	800	3,691	383	3,064	128	570	650	3,348	27,443
Mar. 2015	613	4,044	988	9,091	609	7,181	878	3,937	329	2,888	154	611	626	3,571	27,855
Apr. 2015	493	3,114	1,114	12,184	517	6,427	706	3,496	86	792	155	594	608	3,071	26,609
May. 2015	546	3,549	972	10,007	530	6,732	612	3,060	78	697	134	399	420	2,872	24,444
Jun. 2015	591	3,957	892	9,071	536	6,755	626	2,963	49	400	140	450	458	2,834	23,605
Jul. 2015	564	4,090	801	7,310	612	7,412	633	2,947	67	587	81	274	281	2,578	22,619
Aug. 2015	499	3,217	760	7,279	531	6,643	664	3,382	39	327	58	195	191	2,550	21,142
Sep. 2015	533	3,030	908	9,187	537	6,651	676	3,236	89	856	54	169	173	2,797	23,128
Oct. 2015	492	2,508	781	7,915	688	8,028	732	3,367	77	764	43	128	not yet	2,813	22,710

ANNEX 2.2 Waste Carried to Dandora (FY2010 ~FY2014)

Waste Volume carried to Dandora Landfill by Karoleni Depot Data

Year	NCC truck		NCC hired truck BEAT Dump by hand		NCC hired truck CPS Dump by machine		PSP		NYS (National Youth Service) GK truck KIBERA		Zone 7 SIFA			Total	
	Load	Ton	Load	Ton	Load	Ton	Load	Ton	Load	Ton	Load	Ton	Load	Ton	Load
2010 Jul~2011Jun	5,220	19,667	5,204	40,341	9,109	99,988	10,984	51,604	14	159	0	0	30,531	211,760	
2011 Jul~2012Jun	3,191	23,765	3,258	30,363	9,180	118,287	10,260	46,641	121	1,634	0	0	26,010	220,689	
2012 Jul~2013Jun	2,306	10,017	7,426	81,595	8,496	107,503	11,645	52,853	118	567	0	0	29,991	252,536	
2013 Jul~2014Jun	2,844	15,903	12,314	121,917	8,765	110,773	13,083	60,438	45	735	0	0	37,051	309,768	
2014 Jul~2015Jun	6,897	44,598	14,484	145,456	5,007	63,236	9,826	46,814	1,701	14,301	1,039	3,950	38,954	318,355	
Total	20,458	113,951	42,686	419,673	40,557	499,788	55,798	258,350	1,999	17,396	1,039	3,950	162,537	1,313,108	

ANNEX 2.3 Waste Collection Data 2015

Waste collection times of NCC trucks

No	Type	Capacity ton	October														Operatio n days
			5	6	7	8	9	10	11	12	13	14	15	16	17	18	
			Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	
1	BC 17	9		○	○	○	○	○			○	○	○	○			9
2	BC 18	9	○	○	○	○				○					○		6
3	BC 19	9								○			○		○○		4
4	BC 20	9	○			○	○	○		○							5
5	BC 21	9		○	○	○	○				○	○			○		7
6	BC 22	9									○	○	○	○	○		4
7	RV 39	7	○			○	○				○				○	○	6
8	RV 41	7										○					1
9	RV 44	7												○			1
10	RV 46	7			○	○	○	○		○							5
11	RV 47	7									○	○	○	○	○		5
12	RV 48	7	○	○	○	○	○	○		○	○	○	○	○	○		12
13	RV 50	7						○		○							2
14	RV 58	7						○									1
15	RV 60	7	○	○	○	○	○	○			○	○	○				9
16	T 104	14						○				○	○	○			4
17	T106	14				○											1
Total																	82

BC : Skip loader type truck RV : Side loader type truck

ANNEX 3.1 Comparison Characteristic in Each Zone

Comparison of Characteristics in Each Zone

Zone	Zone 1			Zone 2			Zone 3			Zone 4			Zone 5			Zone 6															
	High	Middle	Low	Kahawa	Githurai	Roysambu	Kasarani	Mukuru Nyayo	Embakasi	Umjoja	Kayole	Karobangi South	Mugumoini	Nairobi West	Laini Saba	Kenyeta Golf Course	Karen	Uthiru/Ruthmu	Middle												
Population	Each	11,456	46,642	27,459	59,297	144,854	31,915	47,865	27,471	37,436	61,956	93,254	98,522	17,528	35,082	42,532	52,019	23,016	65,958	16,118											
	Sub-Total																			145,109											
	Each	11,117	53,720	31,242	71,390	167,469	56,437	87,575	47,678	100,472	177,365	175,949	55,989	47,037	80,579	52,373	35,355	32,575	99,334	19,515											
	Sub-Total																				200,567										
Area	Each	97.0%	115.2%	113.8%	120.4%	115.6%	176.8%	183.0%	173.6%	268.4%	384.4%	324.5%	190.2%	178.6%	319.4%	134.2%	189.5%	100.7%	141.5%	150.6%	121.1%										
	Sub-Total																				138.2%										
	Each	4.6	42.3	20.9	11.4	79.2	14.7	5.1	28.1	29.3	63.1	14.4	9.1	3.6	4.6	125.2	23.0	0.7	27.3	7.9	7.3	44.5									
	Sub-Total																					96.3									
Ratio	Each	4.5	41.9	21.3	11.3	79.0	15.1	5.0	27.7	30.5	59.9	12.0	7.9	5.5	4.8	126.4	22.0	0.8	39.6	7.9	7.3	31.8									
	Sub-Total																					96.1									
	Each	97.8%	99.1%	101.9%	99.1%	99.7%	102.7%	98.0%	98.6%	104.1%	260.9%	94.8%	83.3%	86.8%	152.8%	104.3%	101.0%	95.7%	114.3%	145.1%	100.0%	100.0%	71.5%								
	Sub-Total																						99.8%								
Ratio	Composition of Income Level in Each Zone in 2009 (Population Ratio) (%)	38.7%			18.7%			42.6%			100.0%			100.0%			70.9%			29.1%			24.5%			75.5%					
	Eva.1 Location of Each District	Side by Side (10/5)			Side by Side (10/5)			Side by Side (10/5)			Side by Side (10/5)			Side by Side (10/5)			Side by Side (10/5)			Side by Side (10/5)			Side by Side (10/5)			Side by Side (10/5)					
Evaluation	Eva.2 Population Balance between (High-Middle) and Low	Under 40% (5/5)			40% ~ 60% (10/5)			Over 60% (5/5)			Under 40% (5/5)			40% ~ 60% (10/5)			Over 60% (5/5)			Under 40% (5/5)			40% ~ 60% (10/5)			Over 60% (5/5)					
	Eva.3 Existing of Low Income District	Yes (10/5)			No (5/5)			Yes (10/5)			No (5/5)			Yes (10/5)			No (5/5)			Yes (10/5)			No (5/5)			Yes (10/5)			No (5/5)		
	Eva.4 Area Size	Large (5/5)			Middle (7.5/10)			Small (10/5)			Large (5/5)			Middle (7.5/10)			Small (10/5)			Large (5/5)			Middle (7.5/10)			Small (10/5)					
	Quality of PSP Collection Services	Large (5/5)			Middle (2.5/5)			Small (1/5)			Large (5/5)			Middle (2.5/5)			Small (1/5)			Large (5/5)			Middle (2.5/5)			Small (1/5)					
Eva.5 Number of Trucks	Good (5/5)			Ave. (2.5/5)			Worse (1/5)			Good (5/5)			Ave. (2.5/5)			Worse (1/5)			Good (5/5)			Ave. (2.5/5)			Worse (1/5)						
Eva.6 Cleanliness	Many (5/5)			Middle (2.5/5)			Few (1/5)			Many (5/5)			Middle (2.5/5)			Few (1/5)			Many (5/5)			Middle (2.5/5)			Few (1/5)						
Eva.7 Collection Frequency	Large (5/5)			Middle (2.5/5)			Small (1/5)			Large (5/5)			Middle (2.5/5)			Small (1/5)			Large (5/5)			Middle (2.5/5)			Small (1/5)						
Eva.8 Number of PSP/Contractors	High (20)			Ave. (10/5)			Low (0)			High (20)			Ave. (10/5)			Low (0)			High (20)			Ave. (10/5)			Low (0)						
Eva.9 Cooperation Attitude for the Project by PSP	Much (10/10)			Middle (15/20)			Few (20/20)			Much (10/10)			Middle (15/20)			Few (20/20)			Much (10/10)			Middle (15/20)			Few (20/20)						
Eva.10 Possibility of Conflict among PSP/Contractors	Zone 1 Rank 2			Points (68.5)			Zone 2 Rank 7			Points (52.5)			Zone 3 Rank 7			Points (52.5)			Zone 4 Rank 6			Points (55)			Zone 5 Rank 5			Points (58.5)			
Evaluation	Zone 1 Rank 2			Points (68.5)			Zone 2 Rank 7			Points (52.5)			Zone 3 Rank 7			Points (52.5)			Zone 4 Rank 6			Points (55)			Zone 5 Rank 5			Points (58.5)			

Comparison of Characteristics in Each Zone

Reference 1

Zone	Zone 7			Zone 8			Zone 9			Outer Zone		
	High	Low	Middle	High	Middle	Low	High	Middle	Low	High	Middle	Low
Population	Location Name	Kilimani Kileleshwa Kangemi	Bahati Kamukuiji	Ngara Maringo	Pumwani							
	Population 1999	41,597 21,168 122,053	52,182 39,363 110,019	16,006 34,190 20,747	21,164	889,790	889,790	280,147	751,826	1,111,281	2,143,254	
	Population 2009	43,122 27,202 151,023	48,489 44,823 112,903	9,857 25,354 20,063	23,052	1,132,936	1,132,936	347,131	1,385,329	1,405,909	3,138,369	
	Population Ratio 2009/1999	103.7% 128.5% 123.7%	136.1% 106.0%	61.6% 98.8% 134.5% 102.0%	108.9%	130.3%	130.3%	123.9%	184.3%	126.5%	146.4%	
	Area (km ²) 1999	16.2 29.8	4.5 7.3	2.6 2.7 2.4	1.3 1.5 0.5	149.0	149.0	262.3	264.6	168.9	695.8	
Area	Area (km ²) 2009	16.1 29.8	4.7 7.6	2.6 2.6 10.7	1.3 1.2 0.5	148.8	148.8	274.2	252.8	695.6		
	Area Ratio 2009/1999	99.4% 100.0%	104.4% 104.1%	100.0% 96.3% 104.2% 97.3%	80.0% 100.0% 100.0%	99.9%	99.9%	104.5%	95.5%	99.8%		
	Composition of Income Level in Each Zone in 2009 (Population Ratio) (%)	46.6%	53.4%	28.5%	30.7%	45.8%						
Ratio	Eva. 1 Location of Each District	Side by Side 10 5	Not 5	Side by Side 10 5	Not 5	Side by Side 10 5	Not 5					
	Eva. 2 Population Balance between (High/Middle) and Low	Under 40% 5	Over 60% 5	Under 40% 5	Over 60% 5	Under 40% 5	Over 60% 5					
	Eva. 3 Existing of Low Income District	Yes 10 5	No 5	Yes 10 5	No 5	Yes 10 5	No 5					
	Eva. 4 Area Size	Large 5	Middle 7.5	Small 10	too Small 5	Large 5	Middle 7.5	Small 10	too Small 5	Large ≥ 100 km ² 40 km ² > Small ≥ 15 km ² Middle ≥ 40 km ² > Middle ≥ 40 km ² 15 km ² > too Small		
Evaluation	Quality of PSP Collection Services											
	Eva. 5 Number of Trucks	Large 5	Middle 2.5	Small 1	Large 5	Middle 2.5	Small 1	Large 5	Middle 2.3	Small 1	Large ≥ 6 Trucks Middle ≥ 2 Trucks Small ≥ 1 Trucks	
	Eva. 6 Cleanliness	Good 5	Ave. 2.5	Worse 1	Good 5	Ave. 2.5	Worse 1	Good 5	Ave. 2.5	Worse 1	PSP in High Income Zone : Good Cleanliss (Using Boxed Shaped Truck or Covered Truck) PSP in Middle Income Zone : Ave. Cleanliss (Sometimes Using Boxed Shaped Truck or Covered Truck)	
	Eva. 7 Collection Frequency	Many 5	Middle 2.5	Few 1	Many 5	Middle 2.5	Few 1	Many 5	Middle 2.5	Few 1	Many \geq Over 2 times/week Collection Middle = One time/week Collection Few = One time/two weeks Collection	
	Eva. 8 Number of PSP/Contractors	Large 1	Middle 2.5	Small 5	Large 1	Middle 2.5	Small 5	Large 1	Middle 2.5	Small 5	Large ≥ 40 PSP/Contractor 40 PPS/Contractor Middle ≥ 20 PPS/Contractor 20 PPS/Contractor Small	
	Eva. 9 Cooperation Attitude for the Project by PSP	High 20	Ave. 10	Low 0	High 20	Ave. 10	Low 0	High 20	Ave. 10	Low 0	Having License 10 points Carrying Waste to Dandora Landfill 10 Points	
	Eva. 10 Possibility of Conflict among PSP/Contractors	Much 10	Middle 15	Few 20	Much 10	Middle 15	Few 20	Much 10	Middle 15	Few 20	Large ≥ 40 PSP/Contractor 40 PPS/Contractor Middle ≥ 20 PPS/Contractor 20 PPS/Contractor Small	
	Evaluation	Zone 7 Rank <u>1</u>	Points (<u>86</u>)	Zone 8 Rank <u>3</u>	Points (<u>62.5</u>)	Zone 9 Rank <u>4</u>	Points (<u>60</u>)	Name of District was changed in Zone 3 during 1999 and 2009. Nairobi South changed to Mukuru Nyayo consisted of Nairobi South and Hajina				

*ANNEX 3.2 2015.12.09 Zone 7 Appointment Log for Waste
Collection in the Franchise System*

ZONE 7 APPOINTMENT LOG FOR WASTE COLLECTION IN THE FRANCHISE SYSTEM

No.	Entity	Contact	Comments	Appointment	Remarks
1.	Real Management (530 units)	0202589508/07 23898832/0736 24609	Some premises are served by the franchisee while others are served by City Bins Services	30-07-2015 at 11:30am	Meeting held with Mr. Muraya, Patricia & Samson on 30-07-2015; Cooperative
2.	Tyson's Ltd. (400 units)	0722207403	Requested SIFA to produce a letter of authority & explanation of how existing contracts should be terminated; no feedback Served by Garbage Dot Com	To confirm on 03-08-2015 for 04-08-2015 at 11:00am	Meeting held with Mr. Muraya, Patricia, Dr. Kumara & Samson on 04-08-2015; Cooperative
3.	NW Realite (180 units)	020 2717384	-Disappointed by franchisee's service: <ul style="list-style-type: none"> ● Irregular waste collection despite signing a 3 year contract. ● Current rate of KSh. 16,000 for 22 offices in 2 commercial buildings is higher than the previous KSh. 13,000 charged by Ideal Bins. -Appreciated NCC's visit to their offices. -Prefer if 2-3 companies were allocated one zone for healthy competition so that if one offers substandard quality, another can be accessed for better service provision.	05-08-2015	Meeting held with James, Duncan & Patricia on 05-08-2015; Cooperative
4.	East Kenya Union Conference Offices (Commercial and residential)	SDA Milimani compound	<ul style="list-style-type: none"> ● Served by Colnet for many years. ● Not yet approached by franchisee 	05-08-2015	Meeting with James, Duncan & Patricia on 05-08-2015;

No.	Entity	Contact	Comments	Appointment	Remarks
	buildings)				Cooperative
5.	Heritage Property Consultants (530 units)	0728884664	Served by Prestige, Nairobi Beautifiers & Sifa Cleaning & Bins Services	05-08-2015 at 11:00am	Chief Officer to lead the meeting
6.	Acute Realtors (600 units)	0706235225/0714463345	Served by other PSPs	07-08-2015 from 9:30am – 5:00pm	Meeting to be led by Project Coordinator
7.	Hillside Homes Ltd. (200 units)	Odede: 0722905797; Ngong rd. next to Nakumatt Junction; Shell petrol station	SIFA is offering service at KSh. 700/hsehold yet they currently pay KSh. 350/hsehold to Nairobi Garbage Collectors and Brown Bins	31-07-2015 in the morning (Need to confirm again)	Project Coordinator to lead the meeting
8.	Hass Consultants (166 units)	0722204764/5/0732786031; ABC Place, 1 st Floor, Waiyaki Way	Served by other PSPs	09-12-2015; 9:00am	Scheduled meeting
9.	Dunhill Management (152 units)	0789386445/0720911136	Served by other PSPs	To be confirmed	Awaiting confirmation from Property Manager
10.	Lustman Consultants Ltd. (160 units)	020 2729044	Franchisee has not collected waste for weeks yet payments have been made	Need to confirm (6-8-2015) Any time	Meeting to be led by Project Coordinator
11.	Keredan Homes (540 units)	0722419211/0722571848	<ul style="list-style-type: none"> SIFA rates are too high. Franchise system has been challenged in court. Served by Skytech Enterprises because and the matter 	Declined	Uncooperative
12.	Lavender Properties (320 units)	020311880/0725969246	Do not manage the waste in their property; it is done by the Estate Association	No need	To visit the Estates directly
13.	Knight Frank (600 units)	0722520773	Served by other PSPs	Declined	Uncooperative

No.	Entity	Contact	Comments	Appointment	Remarks
14.	Villa Care Management Ltd. (1020 units)	0202169234	Served by other PSPs	Declined	Uncooperative
15.	Sedco Consultants (180 units)	0722832824	Served by other PSPs	Declined	Uncooperative
16.	Sema Agents (320 units)	0725545527	Served by other PSPs	Declined	Uncooperative
17.	Regent Management (720 units)	020 2724537	Served by other PSPs	Declined	Uncooperative
18.	Crystal Valuers (124 units)	0721297100/0733714297	Do not manage the waste in their property; it is done by the Estate Association	No need	To visit the Estates directly
19.	Ebony Estates	0716444782; Hughes building, 2 nd floor, Room 233, Kenyatta Avenue,	To discuss in meeting	08-12-2015; 3:30pm	Scheduled meeting
20.	Rejoice Realty	alfayo@rejoicer ealty.co.ke; 0732927590	To discuss in meeting	11-12-2015; 10:00am	Awaiting confirmation by email
21.	AMS Properties Ltd.	020 3660000	Awaiting appointment	Awaiting response	Request for appointment sent by email
22.	Lloyd Masika	0733597050	Awaiting appointment	Awaiting feedback	Request for appointment by phone call

ANNEX 3.3 Leaflet-Franchise System



NAIROBI CITY COUNTY

SUB-SECTOR OF ENVIRONMENT AND FORESTRY

-- Integrated Solid Waste Management Plan and Franchise System --

1. Background:

Nairobi City County's (NCC's) Sub-sector of Environment and Forestry is responsible for waste management in the City and has developed an Integrated Solid Waste Management Plan [ISWMP] with technical assistance of Japan International Cooperation Agency (JICA), an official development assistant agency of the Government of Japan.

In the 10 year Strategic Development Plan, NCC envisions herself as a City of choice to invest, work and live in. In this respect, the ISWMP purposes to implement programmes that will improve and protect the public health of Nairobi residents and visitors; protect ecological health, diversity and productivity; and to maximize resource recovery through a participatory approach to Solid Waste Management (SWM).

The ISWMP contains 8 programs: 1) **Collection and Transportation plan** which aims to improve waste collection and transportation by zoning the City and awarding exclusive contracts to both private and people entities; 2) **3R and Intermediate Treatment Plan** which aims to promote citizen participation in waste separation leading to treatment of the same waste; 3) **Final Disposal Plan** that aims to establish a sanitary landfill regarded as being appropriate for waste disposal; 4) **Organizational Restructuring and Human Resource Development Plan** that purposes the establishment of a SWM Public Corporation with the aim of providing autonomy to SWM services; 5) **Legal and Institutional Reform Plan** that purposes to legalize the SWM Public Corporation thus leveraging the proposed institution to attract internal and external funding; 6) **Financial Management Plan** that purposes the establishment of waste charging and cost accounting systems to streamline sources of revenues, create accountability and transparency in SWM ; 7) **Private Sector Involvement Promotion Plan** that purposes to establish a PPPP framework to ensure inclusion of both private and civil participants in SWM and 8) **Public Participation Promotion Plan** proposes a framework within which citizens can be educated and informed of their responsibility towards SWM.



2. Implementation of the ISWMP:

The implementation of the ISWMP started in 2012 with formulation of a project themed, “**Capacity Development of Solid Waste Management for Nairobi City**”. The aim of the project is to first and foremost, build the internal capacity of NCC staff and, pilot on Community Based Organization (CBO) involvement in SWM and implement a franchise type of contracting by involvement of a private company. While training of NCC staff which takes place in Japan is almost concluded, the pilot of the Franchise System has just began.

A Franchise System is a model whereby a successful tenderer is awarded an exclusive contract with a monopoly to provide a defined service in an area. In this case, the service involves street sweeping, waste collection and transportation.

3. Why Franchise for street sweeping, solid waste collection and transportation in Nairobi?

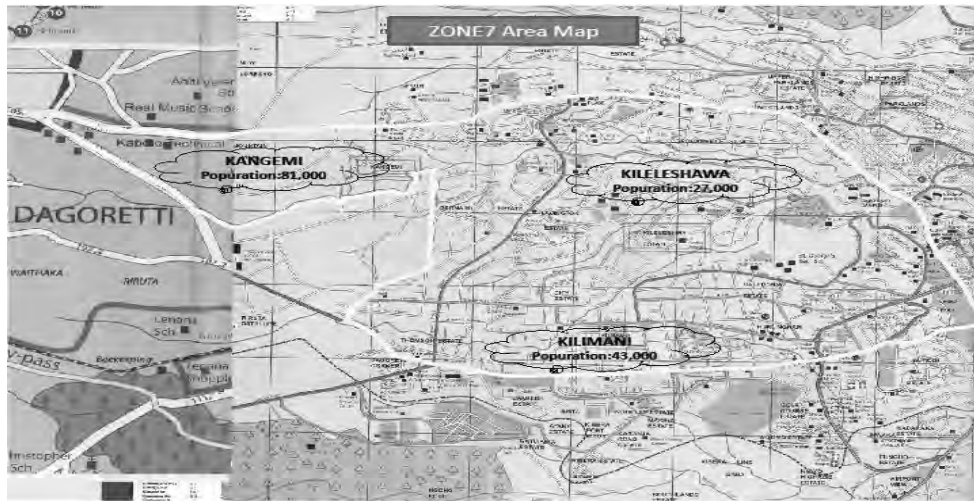
Since the early 1990’s when waste collection and transportation services of the then Council started to decline in the City, non-state actors that included private firms, CBOs and Youth groups started to increase rapidly. This was mainly to fill the service provision gap that was widening at a very steady speed. This trend has continued to the extent that at the moment, there are close to 100 private waste collection and transportation companies and close to 200 CBOs and Youth groups purporting to be involved in solid waste management activities. Despite the large number of these non-state actors, their waste handling capacity remains at a meager **14.4%** of the waste generated in the City. This is according to the data obtained from Dandora which is the only official disposal facility in the City. Despite this poor performance of these actors, a solid waste management study that was conducted in 1998 and further reviewed in 2010 indicates that solid waste collection and transportation in the City can well be handled by private actors with the County Government only regulating and monitoring the activities of such actors.

This therefore means that participation of these non-state actors has to be organized and structured in such a way that there is transparency and accountability in the way waste collection and transportation services are conducted. Currently there is presence of a huge number of private waste collection and transportation in very small areas of the City with limited accountability as to where waste collected from such areas are taken and whether such participation makes any economic sense in the business of waste collection and transportation. Furthermore there is still heavy presence of illegal dumping in the City that begs the question as to whether all these actors transport their waste to the final disposal site. In this circumstance, it has become extremely difficult to monitor the activities of these multiple actors and further enforce related waste management laws in order to guarantee a clean, safe and secure environment for all in the City. For these reasons, the County Government while implementing her constitutional mandate of waste management finds it prudent and justifiable to organize the waste management system by starting with the street sweeping, waste collection and transportation element. Based on the findings of the Solid Waste Management Master plan, Nairobi City has been divided into nine (9) operational zones. A zone is a specified area in the City that comprises of a representation of the socio-economic classes in the City and this way, it is envisaged that in a particular zone, the affordability to pay for waste collection and transportation varies yet everyone requires a standard service level. In this respect, the franchise concept which promotes cross subsidy in service provision has been found useful in improvement of waste collection and transportation in the City.

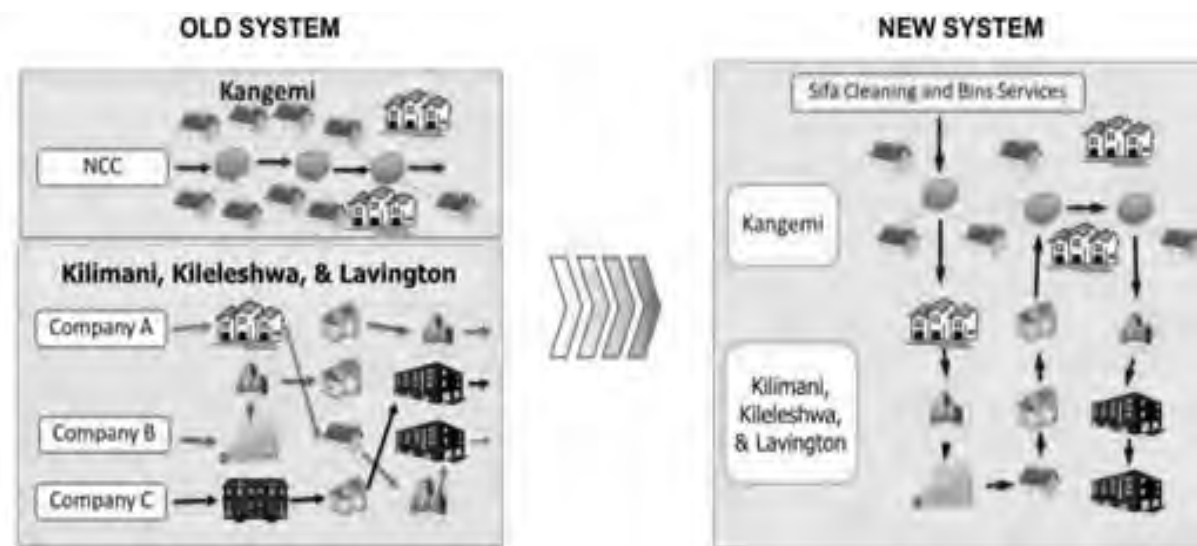
To inform implementation of the Franchise System in the whole City, a pilot project has been designed in one of the zones commonly referred to as **Zone 7**: consisting of **Kilimani, Kileleshwa, Lavington and Kangemi**. The tender for this pilot zone was awarded to **Sifa Cleaning and Bins Services Ltd** through an open tender process.

4. Outline of the Pilot Franchise System:

4.1 Spatial Description of the Pilot Franchise Zone



Pilot Project Zone (Kilimani, Kileleshwa, Kangemi)



4.2 Responsibilities of waste collection and transportation in the Pilot Project zone:

The Franchisee shall sweep main roads, collect and transport the waste discharged from the following places:-

- (1) Households
- (2) Restaurants
- (3) Hotels
- (4) Shops
- (5) Offices
- (6) Private schools
- (7) Public markets
- (8) Public facilities (Schools, Parks, Social halls, etc.)
- (9) Illegal dumping sites
- (10) Road sweeping
- (11) Carcass of animal on the streets

4.3 Waste collection frequency and containers:

Waste collection and transportation shall be conducted **2 times a week** or more based on request.

The collection system is designed to support the '3R and further facilitate the establishment of Intermediate Treatment Plan'. In this connection, waste will be separated at source and contained in three different color coded containers or liner bags as highlighted below:

Green line	:	Organic waste
Blue line	:	Recyclable waste
Brown line	:	Others

Information of the Franchisee (Name, Address, Phone number) must be printed clearly on the container/ liner bag. Dimensions of the liner bag will be (100x70) cm while containers sizes will vary according to demand of the generators. For those who have subscribed to the franchisee, **No collection shall be made if the waste is not contained in the recommended containers/liner bags.** Also, **non-segregated waste shall not be collected.**



4.4 Waste charge:

A standard waste charge has been advised by the Nairobi City County Government based on the prevailing economic circumstances and expectations of cross-subsidy.

4.5 Waste collection time:

The Franchisee shall collect and transport the waste **between 6:00 a.m. to 6:00 p.m any day of the week.**



4.6 Waste collection points:

The Franchisee shall collect and transport the waste from the following points:
Designated points by the generators/communities/County Government

4.7 Time schedule of the Pilot Project:

The Pilot Project began on **1st November 2014** and will run for 3 years.

4.8 Penalty for offender/ violator:

Any waste generator who commits illegal dumping will be charged a fine at the range of **KSh. 500-100,000** in accordance to the relevant laws.

4.9 Key players of this project:

Nairobi City County: Through the Environment and Forestry Sub-sector is expected to ensure compliance both on the side of waste generators and the Franchisee as well as enforcement where necessary. Also expected of the Nairobi City County is to arbitrate between the waste generators and the Franchisee as well as to review waste collection fees to be in tandem with the prevailing economic situation.

Given that franchising has been proposed as the optimal means of ensuring reliable and equitable service provision, Nairobi City County is expected to roll out this method throughout the City. This can only be achieved through public awareness raising and environmental education. It is also expected that the County Government would secure the franchise zone exclusively for the Franchisee.

Franchisee: The Franchisee is expected to provide designed/prescribed containers/liner bags to the numbers ideal to each waste generator as well as ensuring appropriate collection and transportation of waste to the designated final disposal site.

It is also expected that the Franchisee will provide a schedule of waste collection upon which the residents are expected to subscribe to. In this connection, timing for waste collection is key and should be observed more particularly by the Franchisee.

Based on the agreed payment method, the Franchisee is expected to sign service contracts with the waste generators.

In order to ensure that the franchise fee is paid to the County Government, the Franchisee is expected to make monthly reports detailing the total tonnage of waste collected, number of waste collection subscribers and the total operational costs incurred in a particular month.

Waste generators within the Franchise Zone: Generators are expected to make contracts with the franchisee for waste collection and transportation. Important also to the waste generators is segregation of waste according to the three colors prescribed for promotion of resource recovery. Also important is payment of the service fee in order to guarantee timely and effective services.

Contacts:

- NCC Project Office: 020 2587057; Sifa Cleaning and Bins Services Ltd.: 0719676673
- Email: <http://www.nairobi-swm-project.or.ke/index.php/online-inquiry>
- website: <http://www.nairobi-swm-project.or.ke/> ; <http://www.nairobi.go.ke>

ANNEX 3.4 NEMA Permission Data of Waste Collection Company

F.Y. 2014 (2014 July – 2015 June) Data come from NEMA

NAME & CONTACT OF APPLICANT	NATURE OF WASTE	NAME & CONTACT OF APPLICANT	NATURE OF WASTE	NAME & CONTACT OF APPLICANT	NATURE OF WASTE	NAME & CONTACT OF APPLICANT	NATURE OF WASTE	NAME & CONTACT OF APPLICANT	NATURE OF WASTE	NAME & CONTACT OF APPLICANT	NATURE OF WASTE	NAME & CONTACT OF APPLICANT	NATURE OF WASTE
riziki kenya P.O.BOX 5910-0020	GARBAGE	22 Anna Luckness Kweka P.O.BOX 72778 NAIROBI TEL: 0789680787	GARBAGE	43 familine (real limited P.O.BOX 450 RUARAKA NAIROBI	GARBAGE	65 Smart City Cleaners Limited P.O. BOX 75795,00200 NAIROBI TEL	GARBAGE	86 Iskar Enterprises limited P.O.BOX 00100 NAIROBI TEL:0713866253	GARBAGE	108 Dial a home services limited P.O.BOX 32538-00600 NAIROBI	GARBAGE		
Konza reken tips limited P.O.BOX 431-00202 NAIROBI	GARBAGE	23 Nyumbogo Waste Collectors P.O.BOX 10032-00100 NAIROBI	GARBAGE	44 kiringa cleaning services P.O.BOX 52179-00100 NAIROBI	GARBAGE	66 Multiplex Kenya Limited P.O.BOX 19163-00501 TEL 020 827 271	GARBAGE	87 Jipe Moyu Services Limited P.O.BOX 1351-00618 NAIROBI 0722528517	SEWAGE	109 eco trash limited po.box 3610-00100 nairobi	GARBAGE		
Helkonk) Limited P.O. BOX 16899,00620 NAIROBI TEL 0724448579	GARBAGE	24 Anna Luckness Kweka P.O.BOX 72778 NAIROBI TEL: 0789680787	GARBAGE	45 Metro Bins Services P.O.BOX 786- 00200 TEL 0789680787	GARBAGE	67 Cleaning Services Ltd P.O.BOX 1546-00100 TEL 3130552240425	GARBAGE	88 black bin agency P.O.BOX 73271 NAIROBI	GARBAGE	110 Ronex Traders Ltd P.O.BOX 585904- 00506 NAIROBI TEL: 0722 565 730	GARBAGE		
Dawaa Garbage Collectors P.O. BOX 68100,00600 NAIROBI TEL: 0720347135	GARBAGE	25 Act Low Services P.O.BOX 9151- 00200 Nairobi TEL:0721746691	GARBAGE	46 Bins (Nairobi) Services Limited P.O.BOX 42766- 00100, NAIROBI	GARBAGE	68 KAMAU GIKANGA P.O BOX 72290 NAIROBI	GARBAGE	89 bins(nairobi) services limited P.O.BOX 42766- 00100 NAIROBI	GARBAGE	111 Michael Kamau Gikanga P.O.BOX 72290-00200 NAIROBI TEL 0722229235	GARBAGE		
Dawaa Garbage Collectors P.O. BOX 68100,00600 NAIROBI TEL: 0720347136	GARBAGE	26 Andobe Enterprises P.O.BOX 285,NAIROBI TEL: 0721650057	GARBAGE	47 Parapet Cleaning Services P.O.BOX 10491-00100, NAIROBI	GARBAGE	69 Garbage Dot Com P.O. BOX 58389,00200 NAIROBI TEL: 0729 698 245	GARBAGE	90 William Kabony Njoroge P.O BOX 14473-00400 NAIROBI TEL: 00275214235	GARBAGE	112 bunny bins services P.O.BOX 8302- 00100 NAIROBI	GARBAGE		
Metro Bins Services P.O. BOX 786,00200 NAIROBI TEL: 0725 205 058	GARBAGE	27 Bins (Nairobi) Services Limited P.O.BOX 42766- 00100, NAIROBI	GARBAGE	48 bins services limited P.O.BOX 42766- 00100	GARBAGE	70 Bins (Nairobi) Services Limited P.O.BOX 42766- 00100, NAIROBI TEL: 0729 698 245	GARBAGE	91 Danson Enterprises Limited P.O. BOX 47569,00100 NAIROBI TEL 0722 771 409	GARBAGE	113 Services Limited P.O.BOX 42766- 00100, NAIROBI TEL: 0722 713 966	GARBAGE		
Vijana kwa Mazingira P.O.BOX 21255-00500 0723177 630	GARBAGE	28 Bins (Nairobi) Services Limited P.O.BOX 42766- 00100, NAIROBI	GARBAGE	49 Etemo Bin Collector P.O.BOX 74737- 00200 NRB,	GARBAGE	71 Bins (Nairobi) Services Limited P.O.BOX 42766- 00100, NAIROBI TEL: 0722 713 965	GARBAGE	92 Sawaa Cleaning Services P.O.BOX 67112-00200 NAIROBI TEL 0722 771 409	GARBAGE	114 Bins (Nairobi) Services Limited P.O.BOX 42766- 00100, NAIROBI single Garbage Collectors Limited P.O.BOX 14577- 00800 NAIROBI TEL: 0722383500	GARBAGE		
Geshy Suppliers P.O.BOX 50071 NRB TEL: 0723866463	GARBAGE	29 Bins (Nairobi) Services Limited P.O.BOX 42766- 00100, NAIROBI Itiquama Construction and General Traders P.O.BOX 640607 NAIROBI TEL: 0722881937	GARBAGE	50 keinard enterprises P.O.BOX 42038- 00100, NAIROBI Nairobi Garbage Collectors c/o Joyce Wangari Mwangi P.O.BOX 548- 00100, NAIROBI TEL:	GARBAGE	73 Bins (Nairobi) Services Limited P.O.BOX 42766- 00100, NAIROBI TEL: 0722 713 967	GARBAGE	94 Metro Cleaners and Renovators Limited P.O. BOX 47569,00100 NAIROBI TEL 0728520262	GARBAGE	116 top image cleaning services ltd P.O.BOX 1032160- 00101	GARBAGE		
Smart City Cleaners Limited P.O. BOX 75795,00200 NAIROBI TEL:020247970	GARBAGE	30 Stephen Mungai Kinamu P.O.BOX 23262-00100 NAIROBI TEL:0720853630	GARBAGE	51 Colnet Limited P.O.BOX 30826- 00100 NAIROBI	GARBAGE	74 Bins (Nairobi) Services Limited P.O.BOX 42766- 00100, NAIROBI TEL: 0722 713 968	GARBAGE	95 Kleamsley Hygiene Plus Limited P.O.BOX 28131- 00200 TEL:0722100189	GARBAGE	117 Bins (Nairobi) Services Limited P.O.BOX 42766- 00100 TEL 0722713964	GARBAGE		
Isaac Nyungu P.O.BOX 14219-00100 NAIROBI TEL: 0720-745457	GARBAGE	31 Sifa Cleaning and Bins Services Limited P.O.BOX 26800-00504 NAIROBI TEL:0719676673	GARBAGE	53 colnet limited P.O.BOX 30826- 00100 NAIROBI	GARBAGE	75 Metro Cleaners and Renovators LimitedP.O. BOX 47569,00100 NAIROBI TEL: 0728 520262	GARBAGE	96 Daga Exhumer Services P.O.BOX 7803-00100 NAIROBI TEL: 0722297880	GARBAGE	118 Takataka Solutions P.O.BOX 29273- 00625 TEL 0723364900	GARBAGE		
Cyka Manpower Service Limited P.O.BOX 18047-00500 TEL: 0723229474	GARBAGE	32 Lucy Nyama wambugu P.O.BOX 72065-00200 NRB TEL 0789680787/072240	GARBAGE	54 Bins (Nairobi) Services Limited P.O.BOX 42766- 00100 TEL 0722713964	GARBAGE	76 Metro Bins Services P.O.BOX 786-00200 TEL 0789680787	GARBAGE	97 Merrion Waste Services P.O.BOX 58389-00200 NAIROBI TEL: 0789680787	GARBAGE	119 Garbage dotcom P.O.BOX 3994- 00506	GARBAGE		
Ideal Bins Ltd P.O.BOX 56683-00200 NAIROBI TEL: 0721830023	GARBAGE	33 SFA Cleaning and Bins Services Limited P.O.BOX 26800-00504 NAIROBI TEL:0721913979	GARBAGE	55 Kenech Mwangi Macharia P.O.BOX 77506-00611 NAIROBI TEL:0721913979	GARBAGE	77 P.O.BOX 21255- 00500 0723177 630	GARBAGE	98 Sifa Cleaning and Bins Services Limited P.O.BOX 26800-00504 NAIROBI TEL:0719676682	GARBAGE	120 Nairobi Bottlers Ltd P.O.BOX 18034- 00500, NAIROBI TEL: 02 699 8000	GARBAGE		
Sender Services Co. Ltd P.O. BOX 15952-00100 NRB TEL: 020 3877350	GARBAGE	34 Green Leaf Services Limited P.O. BOX 61206,00200 NAIROBI TEL: 0732 741 720	GARBAGE	56 Josephine Wambui Munga Ndungu P.O.BOX 77506- 00611 NRB TEL 0720790969	GARBAGE	78 simple Garbage Collectors Limited P.O.BOX 14577- 00800 NAIROBI TEL: 0723364900	GARBAGE	99 Superbroom Services Ltd P.O. BOX 54714,00200 NAIROBI TEL 2244192	GARBAGE	121 Superbroom Services Ltd P.O. BOX 54714,00200 NAIROBI TEL 2244192	GARBAGE		
Green Leaf Services Limited P.O. BOX 61206,00200 NAIROBI TEL: 0732 741 721	GARBAGE	35 Uncle Scrooge Cleaners P.O.BOX 72829 NAIROBI TEL: 0711842306	GARBAGE	57 Colnet Limited P.O.BOX 30826- 00100 TEL:0712449358	GARBAGE	79 Joel Mbugo Mugo P.O.BOX 1091 RURUBU TEL 0722479339	GARBAGE	100 Francis N. Kinyanjui P.O.BOX 55839- 00200	SEWAGE	122 Que Pride P.O.BOX 141-00100 NAIROBO TEL: 0722320644	GARBAGE		
Gabbage Dot Com Ltd P.O. BOX 3994,00506 NAIROBI TEL: 0729 698 245	GARBAGE	36 Cebeth Enterprises Limited P.O.BOX 8897-00100 NAIROBI TEL 0703416278	GARBAGE	58 Colnet Limited P.O.BOX 30826- 00100 Tel:0712449359	GARBAGE	80 Dionysius Karono Ndirangu P.O.BOX 386,KIKUYU TEL 0722861370	SEWAGE	101 packland landscapers P.O.BOX 38697- 00623 NAIROBI	GARBAGE	123 Garbage Dot Com P.O. BOX 58389,00200 NAIROBI	GARBAGE		
Zoa Taka Ltd P.O. BOX 75270,00200 NAIROBI TEL: 0725048429	GARBAGE	37 Easy Bins Enterprises P.O.BOX 249-00505 NAIROBI TEL 0726406527	GARBAGE	59 Ngundo Agencies P.O.BOX 22413- 00400 NAIROBI TEL: 0726252429	GARBAGE	81 Isaac Nyungu Njoroge P.O.BOX 4771-00200 NAIROBI TEL 0722988403	SEWAGE	102 three bins services P.O.BOX 57968- 00100 NAIROBI	GARBAGE	124 Sabiti Cleaning Services P.O.BOX 101976-00101 NAIROBI	GARBAGE		
Zoa Taka Ltd P.O. BOX 75270,00200 NAIROBI TEL: 0725048430	GARBAGE	38 Kika Power & Transmission Ltd P.O.BOX 49387- 00100 NAIROBI	GARBAGE	60 takataka solutions limited P.O.BOX 29273-00625 NAIROBI	GARBAGE	82 Bins (Nairobi) Services Limited P.O.BOX 42766- 00100, NAIROBI TEL: 0789680787	GARBAGE	103 alpha two enterprises P.O.BOX 29373- 00100 NAIROBI	GARBAGE	125 simple Garbage Collectors Limited P.O.BOX 14577- 00800 NAIROBI TEL: 0722383500	GARBAGE		
Simba Super Services P.O.BOX 7100-00100 NAIROBI TEL 0721517918	GARBAGE	39 Pest Destruction Services P.O.BOX 4405-00200 NAIROBI TEL 0722844942	GARBAGE	61 Movvan Waste Services P.O.BOX 58389-00200 NAIROBI TEL: 0789680787	GARBAGE	83 Garbage Dot Com Ltd P.O BOX 3994,00506 NAIROBI TEL: 0729 698 245	GARBAGE	104 three bins services P.O.BOX 57968- 00100 NAIROBI	GARBAGE	126 simple Garbage Collectors Limited P.O.BOX 14577- 00800 NAIROBI TEL: 0722383500	GARBAGE		
Nairobi Bottlers Ltd P.O.BOX 18034-00500, NAIROBI TEL: 02 699 8000	GARBAGE	40 David Kiarie Mungai P.O.BOX 29127- 00603 nairobi	GARBAGE	62 Gichocho Building Contractors P O BOX 25335-00100 CEL: 0722516430	GARBAGE	84 Evabo Enterprises Limited P.O BOX 60505-00200 NAIROBI TEL 0724536882/07143 89925	GARBAGE	105 Njiana kwa Mazingira P.O.BOX 21255- 00500 0723177 630	GARBAGE	127 waveline commercial enterprises association P.O.BOX 37098-00200 NAIROBI	GARBAGE		
Parapet Cleaning Services P.O.BOX 10491-00100, NAIROBI	GARBAGE	41 Clanra Cleaners Limited P.O.BOX 56795-00200 TEL:072231347	GARBAGE	63 shujaa industries P.O.BOX 28737- 00200 NAIROBI	GARBAGE	85 Iskar Enterprises P.O.BOX 44824- 00100 NAIROBI TEL:0713866251	GARBAGE	107 Iskar Enterprises P.O.BOX 44824- 00100 NAIROBI TEL:0713866251	GARBAGE	128	GARBAGE		

ANNEX 3.5 2014 November & December SIFA Report



SIFA CLEANING AND BINS SERVICES LTD

Hurlingham Mosque Plaza, Jabavu Road,
Off Woodlands Road
Nairobi.

Address: P.O. BOX 26800- 00504
NAIROBI. TEL. 0719676673
Website: www.scbsnairobi.com
Email: scbsnairobi@gmail.com

15th January 2015

Director of Environment

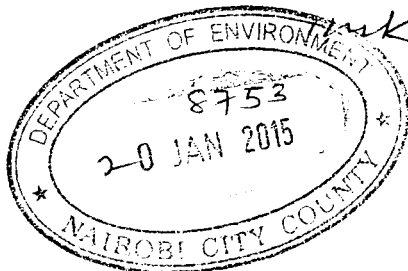
Nairobi City County Government

P.O. Box 30075 – 00100

Nairobi.

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*Duncan,
Plse discuss
16/1/15*



RE: SUBMISSION OF MONTHLY REPORTS

I refer to the letter of Chief Officer of Environment and Forestry reference CO (E & F)/1/33/5/071 of 13th January 2015.

We admit being late in submitting the reports of months of November and December 2014 as required in the Contract Document, clause II.B.11 (Page 27 and 28). The delays were caused by some challenges that are well known to you and include inconsistency of the enforcement patrols. We however assure you that all future reports will be prepared and submitted in time.

However, we want to register our dissatisfaction with the content and the spirit of the above letter:

- I. All our past communications to and from the county have always acknowledged and upheld the fact that our **company Project Manager Mr. Yussuf Maina** is the contact person. Your reference to **Mr. Peter Hongo** as the contact person is therefore out of order. You appear to have been dragged into the propaganda circulating in the social media apparently seeking to discredit the Chief Executive Officer of the County Government. This is in addition to the fact that those peddling the propaganda are clearly against this project of the county government.
- II. We understand the importance of periodic reporting. The contents of these reports are indicated in the Contract Document clause II.B.11 (Page 27 & 28). While we are not opposed to changes in the contents, we feel the changes should be communicated to us in good time to enable us comply accordingly. The changes should also be accompanied with a proper guidance especially considering their technical nature.

Project Manager

Yussuf Maina

15/1/015

Copy: Chief Officer of Environment & Forestry

Consumers Federation of
Kenya (Cofek)

4hrs

Details of How Evans Kidero and Nairobi County allowed a Company owned by former Mumias Sugar Company Business Development Manager Peter Hongo to arbitrarily and forcibly take over garbage collection services at fees determined by themselves. Cofek has today asked Ethics and Anti-Corruption Commission (EACC) to investigate the tender.

In the meantime, we urge all city residents to ignore the demands. We hope Mike Sonko. Can bring up this matter in the Senate.

[http://www.cofek.co.ke/franklin%20Management%20Consultants%20letter%](http://www.cofek.co.ke/franklin%20Management%20Consultants%20letter%20)

Tweet from TweetCaster-
@CiiMrsBabes:Co awarded
exclusive trash collectin
contract by Kidero, Sifa
Cleaning owned by Peter
Hongo suspended Mumias
director <http://bit.ly/1wc69G3>
Shared via TweetCaster

ZONE 7 FRANCHISE SYSTEM REPORT FOR NOVEMBER 2014

INTRODUCTION

Following our successful bid for provision of solid waste collection and transportation services in Kilimani, Kileleshwa, Lavington and Kangemi, an area designated as zone 7, the contract was formalized on 30th September 2014 and commenced on the 1st of November same year. The one month delay in this formality shortened the two months mobilization period by one month recommended and agreed upon during the negotiation meeting held on 2nd July 2014.

His Excellency the Governor launched the Franchise system on 22nd November 2014 at Westlands New Matatu terminus though this was originally meant to happen on or before the contract commencement date of 1st of November 2014.

MOBILIZATION

On our part, we did the following in preparation of the contract kick off and thereafter.

1. Improved on our initial design of collection schedule to accommodate the preferences of the customers as captured during our data collection exercise (copy attached)
2. Established an office within the zone as required in the contract document which accommodates the complaints and liaison office as well as the overall company's management personnel.
3. Procured a total of 11 garbage collection trucks of capacities 7 and 10 tonnes. We also acquired a 5 - ton canter for rapid response and one Nissan van for logistical errands.
4. Procured a consignment of liner bags for distribution to the waste generators as required.
5. Recruited the following personnel
 - 1 public liaison officer and complaints handling officer
 - 3 Senior Management crew
 - 4 supervisors
 - 5 clerks
 - 13 drivers
 - 44 loaders
 - 1 support staffs
6. Developed public awareness creation and sensitization materials including fliers, T-shirts and caps, all of which were used during the launch and thereafter during the data collection exercise. Additionally, we organized road shows as build-up activities to the launch and also during the actual launch.

6. Developed public awareness creation and sensitization materials including fliers, T-shirts and caps, all of which were used during the launch and thereafter during the data collection exercise. Additionally, we organized road shows as build-up activities to the launch and also during the actual launch.
7. Developed various service delivery documents including the following :-
 - Service Acknowledgement Receipts
 - Service agreements
 - Invoices

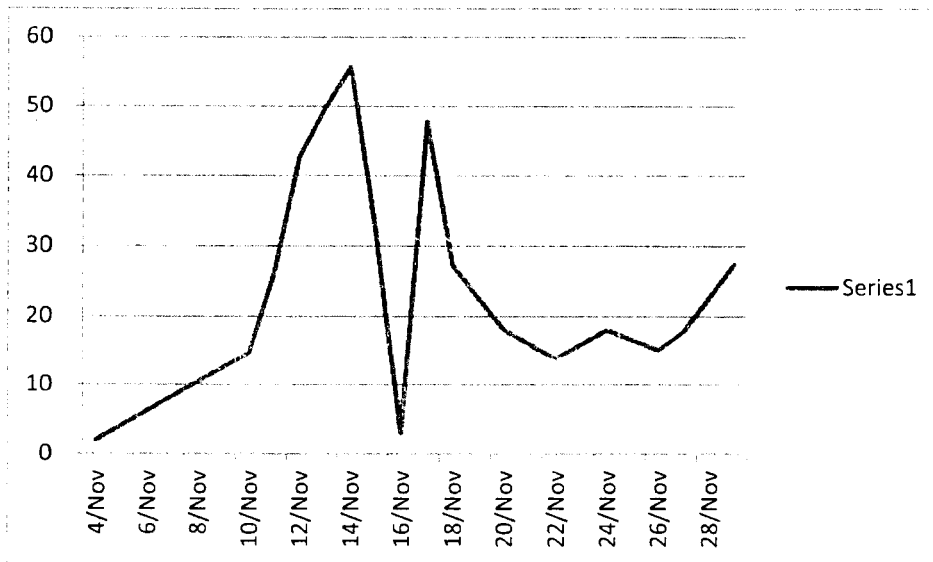
SERVICE SUBSCRIPTION

Sub-zone (as per collection schedule	Category	Number of subscriptions	Average waste collection Charge
Kileleshwa	Households	43	465
	Commercials	9	483
	Institutions	0	0
Sub-total of monthly waste collection charge 24342			
Kilimani	Households	56	523
	Commercials	7	5871
	Institutions	2	18000
Sub-total of monthly waste collection charge 118399			
Lavington	Households	21	666
	Commercials	1	800
	Institutions	0	0
Sub-total of monthly waste collection charge 14786			
Westlands	Households	38	551
	Commercials	17	1147
	Institutions	1	300
Sub-total of monthly waste collection charge 40467			
Government offices	We have been collecting from most of the government they have not subscribed to our services.		
Collection from informal areas (Kangemi)		179.8 tons	Ksh. 53,939
Sub-total of monthly waste collection charge			Ksh. 53,939
Grand total of monthly waste collection charge			Ksh. 254933

WASTE COLLECTION AND DELIVERY

During the month of November we collected and transported 473 tons of waste to Dandora Dumping Site. The trend is as captured in the graph below:-

A GRAPH SHOWING THE TREND OF TONES OF GARBAGE COLLECTED AND TRANSPORTED TO DANDORA IN NOVEMBER 2014



DATA

Date	4/Nov	10/Nov	11/Nov	12/Nov	13/Nov
Tons	2	15	26	43	50

14/Nov	18/Nov	23/Nov	24/Nov	26/Nov
56	27	-	18	15

27/Nov
18

COLLECTION EFFICIENCY

Collection efficiency (cf) = number of customers paid / total number of customers contracted.

$$57/139=0.41$$

EMERGING ISSUES

- a) There was a tendency for some waste generators to demand for services from SIFA before actually subscribing to its services
- b) Further, some waste generators privy to the on-going court case filed by some discontented private service providers were increasingly adamant to subscribe to SIFA services.
- c) The management of Kangemi informal market has adamantly refused to subscribe, arguing that they should continue being served by the Nairobi City County as there before.
- d) Some clients hold that the Kshs.800 monthly waste charge recommended in the contract is way above what they were paying previously to the out-going providers. In some cases, they were charging as low as Kshs.100, leaving one wondering how they were breaking even, leave alone making a profit.

PLAN FOR THE MONTH OF DECEMBER

Basically, the contract management is routine by design and nature. We shall therefore be adhering to our collection schedule earlier mention. However in view of the issues we encountered in the month of November, we shall be giving special emphasizes to the following areas:-

- a. Intensification of contracts signing exercise
- b. Intensification of waste collection particularly from eateries in the wake of the forthcoming Christmas festivities.
- c. Impress upon the County Government to honor its commitment as per the contract and other associated documents including minutes of negotiation

meetings. This includes riding the zone off any other service provider, enhancing awareness via both prints and electronic media as well as organizing clean ups campaigns.

CHALLENGES

Inadequate and inconsistent enforcements

Throughout the month of November, there were remarkable efforts to secure the zone against interferences from the out-going providers who were continuing with illegal collections freely. These greatly constrained the level of subscription to our services during the month

Propaganda

The out-going providers were pedaling erroneous and misleading information to the waste generators in the zone and particularly saying that the court had suspended the implementation of Franchise System of waste collection in the area.

Irregular agreements

As late as the month of August, some providers were entering into agreements with the year previous clients for a period even beyond 31st December 2014.

Withheld willingness to subscribe

In general there is low level of willingness to subscribe to our services because the County Government has not put its full force behind the project through stringent enforcement and information dissemination.

CONCLUSION

Our commitment to execute all the works as per the contract document is unwavering.

This is demonstrated by our massive investment in this project already amounting to **150 million** of shillings in the infrastructure as well as human resource. Please note that the cost of running the operations for the month were in the tune of millions yet the revenue collection was hardly **kshs. 200, 000**. This limited our ability to scale up our operations as initially intended.

In assessment, total support from the County Government is a must in order for this project to succeed. We therefore call upon the County Government to mobilize its machinery in support of this pilot project which we understand is crucial as it seeks to roll out the systems to the rest of the zones.

ZONE 7 FRANCHISE SYSTEM REPORT FOR DECEMBER 2014

INTRODUCTION

During the month of December, enforcement patrols were effective for the greater part of the month, during which we secured a number of new subscriptions. However from 23rd December 2014, the enforcement personnel withdrew following a return to court by the former service providers apparently accusing the county government of contempt of court by her continued arresting of their vehicles. This dealt a blow to continued further subscription. However, we continued offering our services throughout the period to maintain the required levels on cleanliness during the festive season. During the same period, we procured additional tipper bringing the total fleet of garbage collection vehicles to 12.

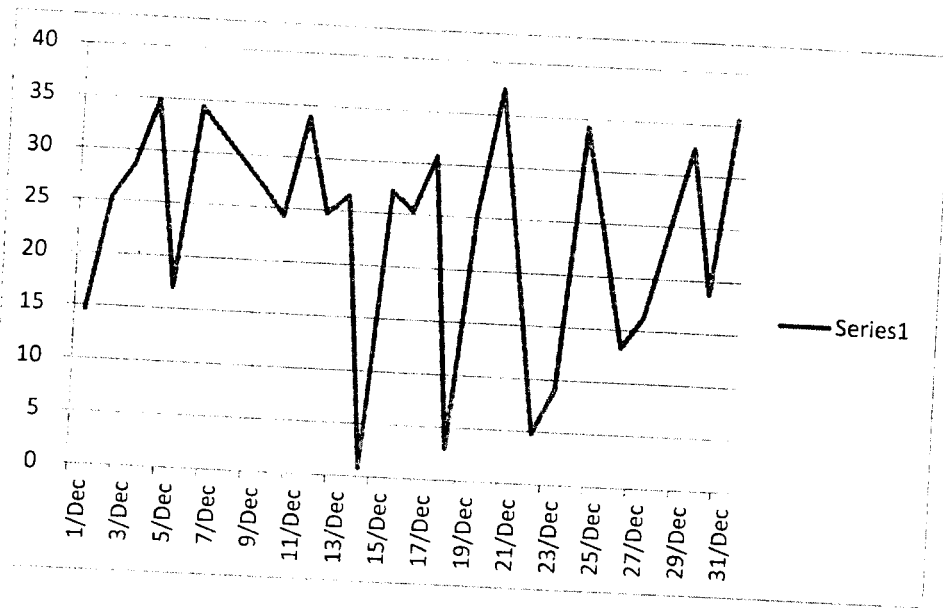
SERVICE SUBSCRIPTION

Subzone (as per collection schedule)	Category	Number of subscriptions	Average waste collection Charge
Kileleshwa	Households	29	654
	Commercials	1	500
	Institutions	0	0
Sub-total of monthly waste collection charge ksh.19,466			
Kilimani	Households	92	690
	Commercials	28	1330
	Institutions	2	2636
Sub-total of monthly waste collection charge ksh.105,992			
Lavington	Households	23	710
	Commercials	10	1480
	Institutions	0	0
Sub-total of monthly waste collection charge ksh. 31,130			
Westlands	Households	58	712
	Commercials	4	1420
	Institutions	0	0
Sub-total of monthly waste collection charge ksh.46,976			
Government offices	We have continued to give them services, though they a		
Collection from informal areas (Kangemi)		257 tons	Ksh.77,100
Sub-total of monthly waste collection charge			Ksh.77,100
Grand total of monthly waste collection charge			ksh.280,664

WASTE COLLECTION AND DELIVERY

During the month of November we collected and transported 606 tons of waste to Dandora Dumping Site. The trend is as captured in the graph below:-

A GRAPH SHOWING THE TREND OF TONES OF GARBAGE COLLECTED AND TRANSPORTED TO DANDORA



DATA

Date	1/Dec	2/Dec	3/Dec	4/Dec	5/Dec	6/Dec	9/Dec	10/Dec	11/Dec	12/Dec
Tons	15	25	29	35	17	34	27	24	34	25

13/Dec	14/Dec	15/Dec	16/Dec	17/Dec	18/Dec	19/Dec	20/Dec
27	1	27	25	31	3	25	37

22/Dec	23/Dec	24/Dec	26/Dec	27/Dec	29/Dec	30/Dec	31 Dec, Wed	Total
5	9	34	13	16	33	19	36	606

COLLECTION EFFICIENCY

Collection efficiency (cf) = number of customers paid / total number of customers contracted.

$$161/247 = 0.65$$

Emerging Issues

- a) The on-going court case continued to undermine the subscription to our services.
- b) The stand-off by the management of Kangemi informal market continued

PLAN FOR THE MONTH OF JANUARY

In view of the issues we encountered in the month of December, the success of our plan is dependent on the outcome of the court case, reportedly coming up for mention on 20th January 2015, and the consequent action the county government will device and implement.

On our part, we shall do the following:-

- a. Intensify contracts signing exercise through enlisting additional contract clerk.
- b. Adhering to our collection schedule as maintenance of the contract activities is routine in nature.



SIFA CLEANING AND BINS SERVICES LTD

HILLINGHUM MOSQUE,
TABAYU RD OFF WOODLANDS
AVENUE
NAIROBI

Address: P.O. BOX 26800- 00504
NAIROBI. TEL. 0719676673
website: www.scbs.com
Email: scbsnairobi@gmail.com

SERVICE AGREEMENT

We, **Sifa Cleaning and Bins Services Limited** have been dully contracted by Nairobi City County Government as the sole provider of solid waste management services in Kilimani, Kileleshwa, Lavington and Kangemi areas that has been designated as Zone 7 under its Solid Waste Management Services Master Plan, otherwise referred to as the **Integrated Solid Waste Management Plan**. Our contract runs from 1st November 2014 to 31st October 2017.

Terms of Contract

1. Contract is hereby entered into between **Sifa Cleaning and Bins Services Limited** and yourself, of the following contact details:
NAME.....
ROAD/STREET.....
PO BOX..... TELEPHONE
BUILDING.....
ESTATE:..... CLIENTS NO:.....
2. Waste shall be collected _____ a week on _____ and _____ unless a special request and arrangement is done to the contrary;
3. Waste shall strictly be contained either in liner bags or skips, branded in our company colours and logo;
4. The contract runs from 1st November 2014 to 31st October 2017;
5. Payment for the service will be made either on monthly, quarterly, half annually or annually basis as may be agreed on;
6. The service will be subject to payment of Kshs _____ paid in cheque to Sifa Cleaning and Bins Services or Mpesa Paybill No. 879617 latest by the 5th day of the period being paid for;
7. Our office will be sensitive to any service delivery concern relayed to our Liaison Office, accessible through mobile No. **0719676673**;
8. Arrangement shall be made for acknowledgement of service upon every collection;
9. Adjustment for the service fee shall be mutually discussed and agreed upon to ensure sustainability of the service.

Client signature.....

SCBS Director.....

Date:

Signature:.....

Date:.....

SIFA CLEANING AND BINS SERVICES LTD

Collection Schedule

Road	Route	Dates
Dennis Pritt rd	A01	Monday & Thursday
Kijabe Lane	A01	Monday & Thursday
Kitale Lane	A01	Monday & Thursday
Lenana rd A01	A01	Monday & Thursday
Likoni Close A01	A01	Monday & Thursday
Likoni Lane	A01	Monday & Thursday
Maalim Juma rd	A01	Monday & Thursday
Makuyu lane	A01	Monday & Thursday
Nyangumi rd A01	A01	Monday & Thursday
Rose Ave	A01	Monday & Thursday
Theta Lane	A01	Monday & Thursday
Woodlands rd	A01	Monday & Thursday
Argwings Kodhek rd A02	A02	Monday & Thursday
Chaka rd	A02	Monday & Thursday
Dik Dik Gardens	A02	Monday & Thursday
Durham rd	A02	Monday & Thursday
Gatundu Close	A02	Monday & Thursday
Gatundu Crescent	A02	Monday & Thursday
Gatundu rd	A02	Monday & Thursday
Gatundu rd	A02	Monday & Thursday
Gem Lane	A02	Monday & Thursday
Gichugu rd	A02	Monday & Thursday
Jabavu In	A02	Monday & Thursday
Jabavu rd	A02	Monday & Thursday
Kandara rd	A02	Monday & Thursday
Kasuku lane	A02	Monday & Thursday
Kieni rd	A02	Monday & Thursday
Lenana rd A02	A02	Monday & Thursday
Mandera rd	A02	Monday & Thursday
Mtito Andei rd	A02	Monday & Thursday
Ole Kejuado rd	A02	Monday & Thursday
Olenguruone rd A03	A02	Monday & Thursday
Rose Ave A02	A02	Monday & Thursday
Siaya rd	A02	Monday & Thursday
Tinderet Ave	A02	Monday & Thursday
Woodlands Lane	A02	Monday & Thursday
Woodlands rd A02	A02	Monday & Thursday
Githunguri rd	A04	Monday & Thursday
Kangundo Rd	A04	Monday & Thursday
Laikipia rd	A04	Monday & Thursday
Migori rd	A04	Monday & Thursday
Oloitokitok rd A04	A04	Monday & Thursday
Ring rd Kileleshwa A04	A04	Monday & Thursday
Tabere crescent	A04	Monday & Thursday
Arboretum Drive	A05	Monday & Thursday

Vihiga Lane	A07	Monday & Thursday
Vihiga rd	A07	Monday & Thursday
Argwings Kodhek rd B11	B11	Tuesday & Friday
Chania Ave B11	B11	Tuesday & Friday
Elgeyo Marakwet rd B11	B11	Tuesday & Friday
Kilimani rd	B11	Tuesday & Friday
Kindaruma rd B11	B11	Tuesday & Friday
Kirichwa Creek	B11	Tuesday & Friday
Kirichwa rd	B11	Tuesday & Friday
Komo Lane	B11	Tuesday & Friday
Mai mahiu rd	B11	Tuesday & Friday
makaro rd	B11	Tuesday & Friday
Menelik rd	B11	Tuesday & Friday
Menelik lane	B11	Tuesday & Friday
Muringa rd B11	B11	Tuesday & Friday
Ngong rd B11	B11	Tuesday & Friday
Ring rd Kilimani	B11	Tuesday & Friday
Wood Ave	B11	Tuesday & Friday
Baboon Lane	B12	Tuesday & Friday
Bamboo Lane	B12	Tuesday & Friday
dagoretti rd	B12	Tuesday & Friday
Elgeyo Marakwet rd B12	B12	Tuesday & Friday
Gatura gargens	B12	Tuesday & Friday
Kilimani rd B12	B12	Tuesday & Friday
Kilungu rd	B12	Tuesday & Friday
Kingara Close	B12	Tuesday & Friday
Kingara rd b12	B12	Tuesday & Friday
Makindi rd	B12	Tuesday & Friday
Mararo ave	B12	Tuesday & Friday
Muringa rd	B12	Tuesday & Friday
Naivasha rd	B12	Tuesday & Friday
Ndemi rd	B12	Tuesday & Friday
Ngong rd B12	B12	Tuesday & Friday
Ole Dume rd B12	B12	Tuesday & Friday
Riara gardens	B12	Tuesday & Friday
Riara rd	B12	Tuesday & Friday
Thuru gardens	B12	Tuesday & Friday
84 Westlands Drive	B13	Tuesday & Friday
Chiromo rd	B13	Tuesday & Friday
Ring rd Kileleshwa B13	B13	Tuesday & Friday
Ring rd Westlands	B13	Tuesday & Friday
Riverside Drive 14	B13	Tuesday & Friday
Riverside Drive B13	B13	Tuesday & Friday
Riverside Drive West	B13	Tuesday & Friday
Riverside Groove	B13	Tuesday & Friday
Riverside Lane	B13	Tuesday & Friday
Riverside rd	B13	Tuesday & Friday
Riverside View	B13	Tuesday & Friday

Isaac Gathanju rd	C21	Wednesday & Saturday
James Gichuru rd	C21	Wednesday & Saturday
Loyangalani Lane	C21	Wednesday & Saturday
Loyangalani drive	C21	Wednesday & Saturday
Loyangalani rd	C21	Wednesday & Saturday
Maji Mazuri rd	C21	Wednesday & Saturday
Manyani rd Close	C21	Wednesday & Saturday
Manyani rd	C21	Wednesday & Saturday
Mbabane rd	C21	Wednesday & Saturday
Muhoya Ave	C21	Wednesday & Saturday
Muhoya Close	C21	Wednesday & Saturday
Muhoya lane	C21	Wednesday & Saturday
Musa Gitau rd	C21	Wednesday & Saturday
Njumbi Drive	C21	Wednesday & Saturday
Njumbi Lane	C21	Wednesday & Saturday
Njumbi rd	C21	Wednesday & Saturday
Serenity rd	C21	Wednesday & Saturday
Washika rd	C21	Wednesday & Saturday
Washika rd	C21	Wednesday & Saturday
Aurobindo Ave	C22	Wednesday & Saturday
Ewaso Nyiro Park	C22	Wednesday & Saturday
James Gichuru rd C22	C22	Wednesday & Saturday
Kabarseran Ave	C22	Wednesday & Saturday
Kabarseran Close	C22	Wednesday & Saturday
Kabarseran East	C22	Wednesday & Saturday
Kabarseran rd	C22	Wednesday & Saturday
Mountain View Estate	C22	Wednesday & Saturday
St Marys Sch Private rd	C22	Wednesday & Saturday
Waruku rd	C22	Wednesday & Saturday
Cedar rd	C23	Wednesday & Saturday
Church rd	C23	Wednesday & Saturday
East Church rd	C23	Wednesday & Saturday
Fox Close	C23	Wednesday & Saturday
Jipe Close C23	C23	Wednesday & Saturday
Lantana rd	C23	Wednesday & Saturday
Mahiga Mairu Ave C23	C23	Wednesday & Saturday
Mkoko close	C23	Wednesday & Saturday
Pilipili Way	C23	Wednesday & Saturday
Rhapta rd	C23	Wednesday & Saturday
Terrace rd	C23	Wednesday & Saturday
Church rd C24	C24	Wednesday & Saturday
David Osieli rd	C24	Wednesday & Saturday
Mvuli rd C24	C24	Wednesday & Saturday
Sports rd	C24	Wednesday & Saturday
Waiyaki Way	C24	Wednesday & Saturday
Westlands Ave	C24	Wednesday & Saturday
Braeside Drive	C25	Wednesday & Saturday
Braeside Gardens	C25	Wednesday & Saturday

Rhapta rd C27	C27	Wednesday & Saturday
St Michaels rd	C27	Wednesday & Saturday

Sifa Cleaning & Bins Services Ltd No.....
 P.O. Box 26800- 00504 Nairobi, Tel. 0719676673
 Email: scbsnairobi@gmail.com, Website: www.scbsnairobi.com

Garbage Collection Slip

Client name:

Date		Client Sign	
Truck No		Sifa Sign	

Sifa Cleaning & Bins Services Ltd No.....
 P.O. Box 26800- 00504 Nairobi, Tel. 0719676673
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Date		Client Sign	
Truck No		Sifa Sign	

SIFA CLEANING AND BINS SERVICES LTD

Hurlingham Mosque Plaza, Jahari Road,
Off Woodlands Road
Nairobi.

Address: P.O. BOX 26800-00504
NAIROBI. TEL. 0719676673
Website: www.scbsnairobi.com
Email: scbsnairobi@gmail.com

Tax Invoice

Cash Customer	Date	15/01/15
	Page	1
	Document No	IN000224

Account	Your Reference	Tax Exempt	Tax Reference	Sales Code	Inclusive
CASH		N			

Code	Description	Quantity	Unit	Unit Price	Disc%	Tax	Nett Price
IT0001	Garbage Collection	1.00		1.00		16.00%	1.00

ORIGINAL
23B2376C174E9A9407278FE14055E85F2582E756 0001 00000154 1501151323 COS12900043

Received in good order

Signed _____ Date _____

Sub Total	0.86
Discount @ 0.00%	0.00
Amount Excl Tax	0.86
Tax	0.14
Total	1.00

ANNEX 3.6 2015 January SIFA Report

SIVA CLEANING AND BINS SERVICES LTD



13th February 2015

THE DIRECTOR OF ENVIRONMENT
NAIROBI CITY COUNTY
P.O. BOX 30075 – 00100
NAIROBI

*Director of project
co-ordinator
Dear
Date 16/2/15*

RE: SUBMISSION OF JANUARY 2015 REPORT ON ZONE 7

Attached is our report on Zone 7 operations for the month of January 2015 as required in the Contract Document. In the same, we have highlighted several problems we continue to encounter for your intervention and raised several questions about the commitment of the various department of the county government on the success of this project, begging for answers.

*19
18
12*

Project Manager

Yusuf Maina

Copies

H.E The Governor Nairobi City County

Minister of Environment Nairobi City County

Chief Officer of Environment Nairobi City County

*4
17
2
15*

*Asuncion
Urgently done
17/2/15*



ZONE 7 FRANCHISE SYSTEM REPORT FOR JANUARY 2015

INTRODUCTION

During the month of January, we experienced the greatest loss of the gains previously made since the commencement of this project to-date.

The enforcement personnel from the team constituted from Dagoretti South and Westlands sub-counties were reportedly recalled by their superiors on the account of the prevailing court case.

A short-lived intervention by a team constituted independent of the Sub-counties' command has been continually frustrated by some senior enforcement and compliance officers.

For instance:-

- i) A letter threatening the team that it was operating at its own risk is attached herewith for your reference;
- ii) An officer in the Impounding Yard next to General Stores, who was supportive of the arresting and impounding of the vehicles belonging to the previous service providers has been transferred, apparently to ensure that any vehicle arrested and taken there are released without due process.
- iii) Enforcement Officers attached to the team have been recalled.

Under these circumstances, the following drawbacks have been met:-

- i) All the previous service providers have come back and are operating freely, without any restraint. Additionally, they have not only intensified their night operations but have also significantly lowered their charges to win the favour of both old and new clients.
- ii) These service providers are thus reportedly entering into new contracts for 2015, in total disregard of this pilot project and the Cessation Notice issued to them by county government last November.

SERVICE SUBSCRIPTION

Subzone (as per collection schedule)	Category	Number of subscriptions	Average waste collection Charge	Cumulative No of subscriptions
Kileleshwa	Households	51	698	123
	Commercials	11	513	21
	Institutions	2	900	2
Sub-total of monthly waste collection charge		ksh.43,041		
Kilimani	Households	112	687	260
	Commercials	33	1326	68
	Institutions	5	2431	9
Sub-total of monthly waste collection charge		ksh.132,857		
Lavington	Households	44	706	88
	Commercials	16	1392	33
	Institutions	3	895	5
Sub-total of monthly waste collection charge		ksh. 56,021		
Westlands	Households	72	716	151
	Commercials	9	1369	30
	Institutions	3	953	4
Sub-total of monthly waste collection charge		ksh.66,732		
Government offices	We have continued to give them services, though they are yet to subscribe			
Collection from informal areas (Kangemi)		273(tons)	Ksh.81900	709.8(tons)
Sub-total of monthly waste collection charge			Ksh.81900	
Grand total of monthly waste collection charge			ksh.380,551	

DATA

Date	01-Jan	02-Jan	03-Jan	04-Jan	05-Jan	06-Jan	07-Jan	08-Jan	09-Jan
Tons	14	38	24	14	21	38	78	37	23

10-Jan	11-Jan	12-Jan	13-Jan	14-Jan	15-Jan	16-Jan	17-Jan	18-Jan
51	61	21	43	42	32	27	51	35

19-Jan	20-Jan	21-Jan	22-Jan	23-Jan	24-Jan	25-Jan	26-Jan	27-Jan	28-Jan
30	25	62	65	39	24	0	30	25	24

29-Jan	30-Jan	31-Jan
26	24	56

COLLECTION EFFICIENCY

Collection efficiency (cf) = number of customers paid / total number of customers contracted.

$$269/361 = 0.75$$

PLAN FOR THE MONTH OF FEBRUARY

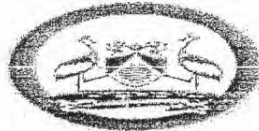
In view of the challenges we have highlighted, we are unable to come up with any realistic and progressive plan for February. Any tangible planning will depend on the actions that the County Government will urgently take to salvage the project.

NAIROBI NORTH

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67
68

NAIROBI CITY COUNTY

Telephone: 020 344194
Web: www.nairobi.go.ke



City Hall,
P. O. Box 30075-00100,
Nairobi,
KENYA.

INTERNAL MEMO

Commanders - Dagoretti
Westlands

TO : CHIEF OFFICER ENVIRONMENT
FROM : COUNSEL LITIGATION
DATE : 21ST JANUARY, 2015
REF : LA/3/628/14

Note and Comply
accordingly or else
you will be held responsible
personally on that
in front of your men

RE: HCCC NO 306 OF 2014

JEWAKA & COMPANY SERVICES AND 21 OTHERS -VS- NAIROBI CITY
COUNTY

[Signature]

23/1/2015

The above matter refers.

The matter came up for mention on 20th January, 2015 before Justice Mabeya

6/1

The court directed that the interim orders issued on 30th December, 2014
restraining the County from impounding the vehicles, and status quo be maintained
up to 23rd march, 2015 when the matter will come up for highlighting of
submissions.

Kindly, comply with the said orders to avoid the County being cited for contempt of
court again.

[Signature]

W.S OGOLA

COUNSEL LITIGATION

- CC: (1) DIRECTOR LEGAL AFFAIRS
- (2) DIRECTOR ENVIRONMENT
- (3) DIRECTOR INSPECTORATE



ANNEX 3.7 2015 February SIFA Report

ZONE 7 FRANCHISE SYSTEM REPORT FOR FEBRUARY 2015

INTRODUCTION

During the month of February, the situations that we highlighted in the earlier report continued to deteriorate. Enforcement was lacking totally throughout the period.

Further to the drawbacks reported in the said report, a total of twenty- one subscribers have withdrawn. The adamant service providers have resorted to threatening to institute legal proceedings against their former clients who had subscribed to our services.

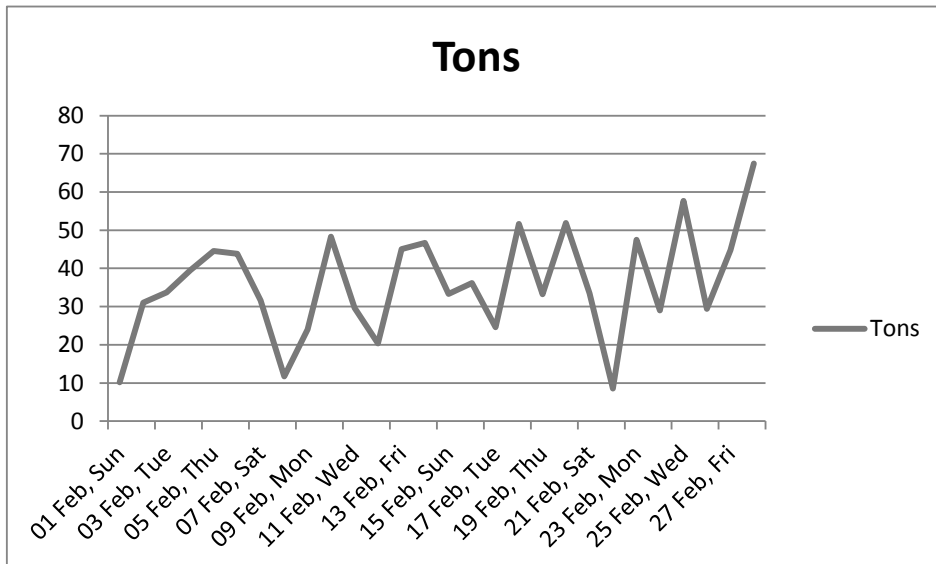
SERVICE SUBSCRIPTION

Subzone (as per collection schedule)	Category	Number of subscriptions	Average waste collection Charge
Kileleshwa	Households	62	723
	Commercials	17	541
	Institutions	5	1018
Sub-total of monthly waste collection charge ksh.59,113			
Kilimani	Households	126	704
	Commercials	41	1243
	Institutions	9	1952
Sub-total of monthly waste collection charge ksh.157,235			
Lavington	Households	66	678
	Commercials	23	1341
	Institutions	5	827
Sub-total of monthly waste collection charge ksh. 79,726			
Westlands	Households	89	704
	Commercials	14	1314
	Institutions	7	936
Sub-total of monthly waste collection charge ksh.87,604			
Government offices	We have continued to give them services, though they are yet to subscribe		
Collection from informal areas (Kangemi)		277(tons)	Ksh.83,100
Sub-total of monthly waste collection charge		Ksh.83,100	
Grand total of monthly waste collection charge			ksh.466,778

WASTE COLLECTION AND DELIVERY

During the month of February we collected and transported 1009 tons of waste to Dandora Dumping Site. The trend is as captured in the graph below:-

A GRAPH SHOWING THE TREND OF TONES OF GARBAGE COLLECTED AND TRANSPORTED TO DANDORA IN FEBRUARY 2015



DATA

Date	Tons
01 Feb, Sun	10
02 Feb, Mon	31
03 Feb, Tue	34
04 Feb, Wed	40
05 Feb, Thu	45
06 Feb, Fri	44
07 Feb, Sat	32
08 Feb, Sun	12
09 Feb, Mon	24
10 Feb, Tue	48
11 Feb, Wed	30
12 Feb, Thu	20
13 Feb, Fri	45
14 Feb, Sat	47
15 Feb, Sun	33
16 Feb, Mon	36
17 Feb, Tue	25
18 Feb, Wed	52
19 Feb, Thu	33
20 Feb, Fri	52
21 Feb, Sat	33
22 Feb, Sun	9
23 Feb, Mon	47
24 Feb, Tue	29
25 Feb, Wed	58
26 Feb, Thu	29
27 Feb, Fri	45
28 Feb, Sat	68

COLLECTION EFFICIENCY

Collection efficiency (cf) = number of customers who paid / total number of customers contracted.

$$337/465 = 0.72$$

PLAN FOR THE MONTH OF MARCH

As indicated in our earlier report, a realistic work plan is impossible under the current circumstances. Tangible planning is only possible if the county government puts in place decisive measures to alleviate the situation.

CONCLUSION

Continued lack of any decisive actions by the county government to overcome the challenges that have consistently undermined the success of this project puts into question the commitment of the entire county government fraternity to the success of this project.

The apparent intention of the county government to expand the franchise system to some other zones in the near future calls for some answers.

1. According to the county, has this pilot project succeeded yet?
2. Have you given this project all the support necessary?
3. What lessons have you learned this far?
4. What new measures have you put in place arising from these lessons to ensure you succeed in your expansion plan?

As for us, we are keenly watching for the measures that you may put in place soonest possible to enable the project to take off faster.

This includes:

1. Quality representation of the county in court case coming up on 23rd march 2015, hoping this time the legal department will be ready.
2. Enforcement on the basis of lack of single business permits for operating in zone 7.

For us we remain committed to the success of this project as required. However, as mentioned in our latest report, we shall not shy away from taking the necessary measures to safeguard our interests as investors if need be.

ANNEX 3.8 2015 March SIFA Report

ZONE 7 FRANCHISE SYSTEM REPORT FOR MARCH 2015

INTRODUCTION

During the month of March, the situations that we highlighted in the earlier report remained. Enforcement was lacking totally throughout the period.

Further to the drawbacks reported in the said report, a total of sixty five subscribers have withdrawn to- date. The adamant service providers are still offering services within Zone Seven and since they have been charging low prices, we too have been forced to charge lower than we tendered for.

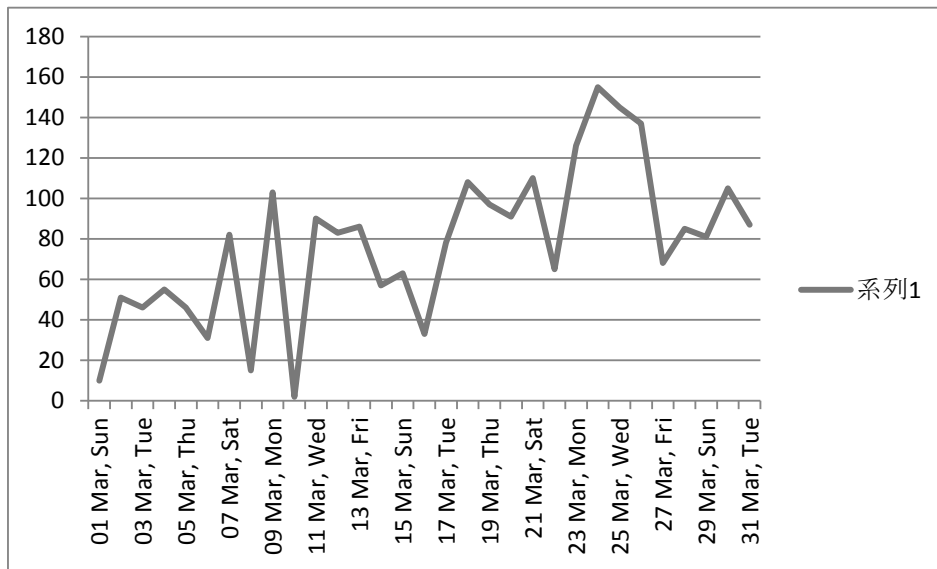
SERVICE SUBSCRIPTION

Subzone (as per collection schedule)	Category	Number of subscriptions	Average waste collection Charge
Kileleshwa	Households	81	757
	Commercials	34	562
	Institutions	7	1018
Sub-total of monthly waste collection charge ksh.87,551			
Kilimani	Households	152	731
	Commercials	59	1279
	Institutions	10	1927
Sub-total of monthly waste collection charge ksh.205,843			
Lavington	Households	91	669
	Commercials	44	1321
	Institutions	6	814
Sub-total of monthly waste collection charge ksh. 123,491			
Westlands	Households	101	715
	Commercials	34	1397
	Institutions	7	936
Sub-total of monthly waste collection charge ksh.126,265			
Government offices	We have continued to give them services, though they are yet to subscribe		
Collection from informal areas (Kangemi)		267.4(tons)	Ksh.80,220
Sub-total of monthly waste collection charge		Ksh.80,220	
Grand total of monthly waste collection charge			ksh.623,370

WASTE COLLECTION AND DELIVERY

During the month of March we collected and transported 2390 tons of waste to Dandora Dumping Site. The trend is as captured in the graph below:-

A GRAPH SHOWING THE TREND OF TONES OF GARBAGE COLLECTED AND TRANSPORTED TO DANDORA IN MARCH 2015



DATA

Date	Tons
01 Mar, Sun	10
02 Mar, Mon	51
03 Mar, Tue	46
04 Mar, Wed	55
05 Mar, Thu	46
06 Mar, Fri	31
07 Mar, Sat	82
08 Mar, Sun	15
09 Mar, Mon	103
10 Mar, Tue	2
11 Mar, Wed	90
12 Mar, Thu	83
13 Mar, Fri	86
14 Mar, Sat	57
15 Mar, Sun	63
16 Mar, Mon	33
17 Mar, Tue	78
18 Mar, Wed	108
19 Mar, Thu	97
20 Mar, Fri	91
21 Mar, Sat	110
22 Mar, Sun	65
23 Mar, Mon	126
24 Mar, Tue	155
25 Mar, Wed	145
26 Mar, Thu	137
27 Mar, Fri	68
28 Mar, Sat	85
29 Mar, Sun	81
30 Mar, Mon	105
31 Mar, Tue	87

COLLECTION EFFICIENCY

Collection efficiency (cf) = number of customers who paid / total number of customers contracted.

$$529/627= 0.84$$

PLAN FOR THE MONTH OF APRIL

As indicated in our earlier report, a realistic work plan is impossible under the current circumstances. Tangible planning is only possible if the county government puts in place decisive measures to overcome the obstacles particularly the Court Case which appears to be dragging by design to favor the illegal service providers.

CONCLUSION

Continued lack of any decisive actions by the county government to overcome the challenges that have consistently undermined the success of this project puts into question the commitment of the entire county government fraternity to the success of this project. In particular, the royalty of the County's legal representation in this matter and its Enforcement arm is questionable considering that even to a layman, the plaintiffs have no ground for holding the government at ransom in its implementation of such a well informed and noble shift in its service delivery.

ANNEX 3.9 2015 April SIFA Report

ZONE 7 FRANCHISE SYSTEM REPORT FOR APRIL 2015

INTRODUCTION

During the month of April, the situations that we highlighted in the earlier report remained. Enforcement was lacking totally throughout the period.

Further to the drawbacks reported in the said report, a total of one hundred and one subscribers have withdrawn to- date. The adamant service providers are still offering services within Zone Seven and since they have been charging low prices, we too have been forced to charge lower than we tendered for.

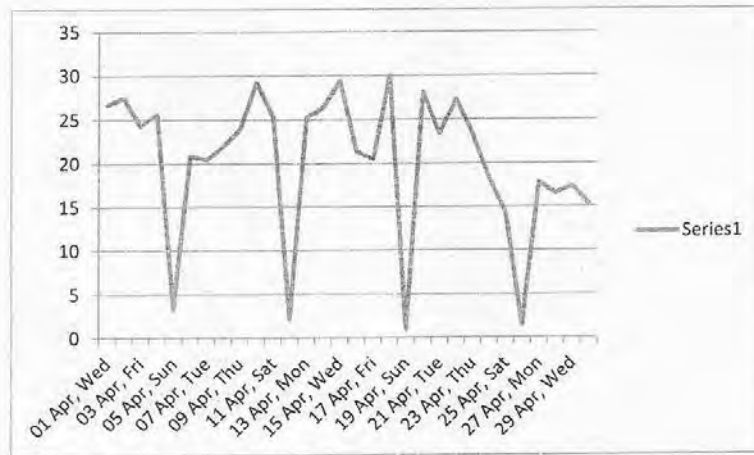
SERVICE SUBSCRIPTION

Subzone (as per collection schedule)	Category	Number of subscriptions	Average waste collection Charge
Kileleshwa	Households	76	732
	Commercials	31	547
	Institutions	7	1018
Sub-total of monthly waste collection charge ksh.79,715			
Kilimani	Households	143	713
	Commercials	53	1251
	Institutions	10	1927
Sub-total of monthly waste collection charge ksh.187,532			
Lavington	Households	86	647
	Commercials	45	1349
	Institutions	5	803
Sub-total of monthly waste collection charge ksh. 120,362			
Westlands	Households	97	712
	Commercials	35	1401
	Institutions	7	936
Sub-total of monthly waste collection charge ksh.124,651			
Government offices	We have continued to give them services, though they are yet to subscribe		
Collection from informal areas (Kangemi)		228.2(tons)	Ksh.68,460
Sub-total of monthly waste collection charge		Ksh.80,220	
Grand total of monthly waste collection charge			ksh.580,720

WASTE COLLECTION AND DELIVERY

During the month of April we collected and transported 608.1 tons of waste to Dandora Dumping Site. The trend is as captured in the graph below:-

A GRAPH SHOWING THE TREND OF TONES OF GARBAGE COLLECTED AND TRANSPORTED TO DANDORA IN APRIL 2015



DATA

Date	Tons
01 Apr, Wed	26.7
02 Apr, Thu	27.5
03 Apr, Fri	24.3
04 Apr, Sat	25.6
05 Apr, Sun	3.3
06 Apr, Mon	20.9
07 Apr, Tue	20.5
08 Apr, Wed	22
09 Apr, Thu	23.9
10 Apr, Fri	29.2
11 Apr, Sat	25.3
12 Apr, Sun	2.2
13 Apr, Mon	25.2
14 Apr, Tue	26.4
15 Apr, Wed	29.4
16 Apr, Thu	21.4
17 Apr, Fri	20.5
18 Apr, Sat	30
19 Apr, Sun	0.9
20 Apr, Mon	28.1
21 Apr, Tue	23.4
22 Apr, Wed	27.3
23 Apr, Thu	23.4
24 Apr, Fri	18.2
25 Apr, Sat	14.3
26 Apr, Sun	1.5
27 Apr, Mon	17.8
28 Apr, Tue	16.5
29 Apr, Wed	17.3
30 Apr, Thu	15.3

RESTATEMENT OF PREVIOUS MONTHS TONNAGES

We wish to restate the previous months report's tonnages to the following figures. They were erroneously mixed up with Dagoreti tonnages and we apologize for that.

ZONE 7	NOV	DEC	JAN	FEB	MAR	APR
Date	Tons	Tons	Tons	Tons	Tons	Tons
1	0	25	14	0	1	27
2	0	57	29	21	24	27
3	0	47	24	26	24	24
4	2	51	0	28	24	26
5	0	35	21	23	24	3
6	0	46	27	19	20	21
7	0	15	31	10	25	21
8	0	0	26	12	2	22
9	0	27	23	15	22	24
10	15	24	27	29	11	29
11	26	61	12	30	14	25
12	43	35	11	20	24	2
13	50	39	33	22	26	25
14	42	11	21	37	12	26
15	32	38	20	0	4	29
16	16	38	27	36	22	21
17	48	67	28	15	26	21
18	27	28	26	39	24	30
19	0	47	20	11	23	1
20	18	59	25	29	27	28
21	17	23	42	20	22	23
22	14	5	26	2	0	27
23	0	25	29	40	23	23
24	18	47	24	20	31	18
25	14	8	0	35	28	14
26	19	13	30	41	24	2
27	19	16	25	25	25	18
28	29	0	24	45	26	17
29	24	33	26	0	15	17
30	0	50	31	0	27	15
31		34	23		26	
Total	473	1,006	726	649	624	608

COLLECTION EFFICIENCY

Collection efficiency (cf) = number of customers who paid / total number of customers contracted.

$$389/596 = 0.65$$

PLAN FOR THE MONTH OF MAY

As indicated in our earlier reports, a realistic work plan is impossible under the current circumstances. Tangible planning is only possible if the county government puts in place decisive measures to overcome the obstacles particularly the Court Case which appears to be dragging by design to favor the illegal service providers. We have continued to incur heavy losses in our operations despite having invested millions of shillings. We cannot therefore continue offering services to those whose ability to pay can hardly meet the operating costs. As evidenced by the letter dated 14th April 2015, we have withdrawn our services in Kangemi with effect from 1st May 2015 until such times when the county government upholds, protects and promotes the principles of a franchise system in provision of the services in the zone.

CONCLUSION

Continued lack of any decisive actions by the county government to overcome the challenges that have consistently undermined the success of this project puts into question the commitment of the entire county government fraternity to the success of this project. In particular, the royalty of the County's legal representation in this matter and its Enforcement arm is questionable considering that even to a layman, the plaintiffs have no ground for holding the government at ransom in its implementation of such a well informed and noble shift in its service delivery.

ANNEX 3.10 2015 May SIFA Report

ZONE 7 FRANCHISE SYSTEM REPORT FOR MAY 2015

INTRODUCTION

During the month of May, the situations that we highlighted in the earlier report remained. Enforcement was lacking totally throughout the period.

A total of one hundred and thirty nine subscribers have withdrawn to- date and we have ceased offering services to Kangemi. The adamant service providers are still offering services within Zone Seven and since they have been charging low prices, we too have been forced to charge lower than we tendered for.

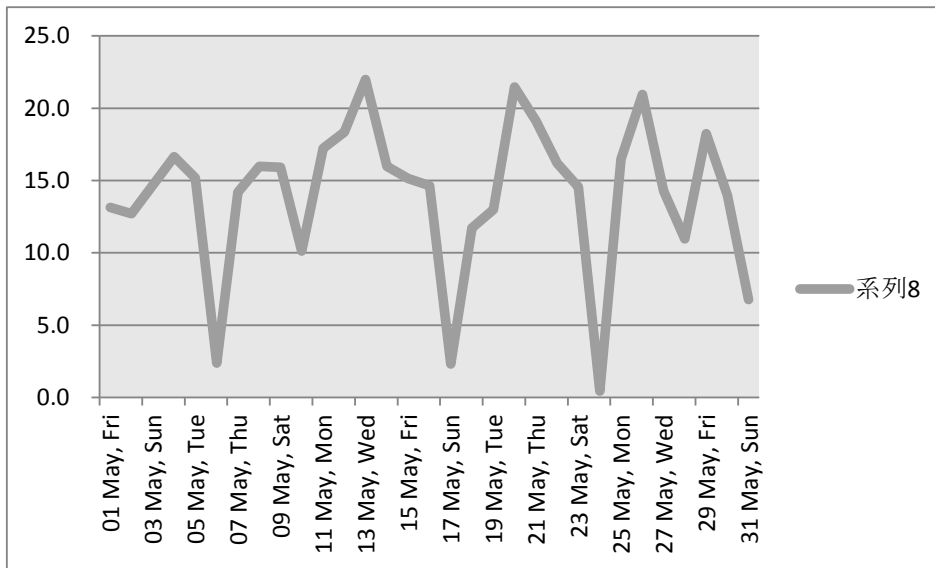
SERVICE SUBSCRIPTION

Subzone (as per collection schedule)	Category	Number of subscriptions	Average waste collection Charge
Kileleshwa	Households	81	737
	Commercials	33	553
	Institutions	7	1018
Sub-total of monthly waste collection charge ksh.85,072			
Kilimani	Households	146	721
	Commercials	59	1257
	Institutions	9	1921
Sub-total of monthly waste collection charge ksh.196,718			
Lavington	Households	83	654
	Commercials	51	1339
	Institutions	7	808
Sub-total of monthly waste collection charge ksh. 128,227			
Westlands	Households	101	725
	Commercials	41	1413
	Institutions	9	942
Sub-total of monthly waste collection charge ksh139,636			
Government offices	We have continued to give them services, though they are yet to subscribe		
Grand total of monthly waste collection charge			ksh.549,653

WASTE COLLECTION AND DELIVERY

During the month of May we collected and transported 420 tons of waste to Dandora Dumping Site. The trend is as captured in the graph below:-

A GRAPH SHOWING THE TREND OF TONNES OF GARBAGE COLLECTED AND TRANSPORTED TO DANDORA IN MAY 2015



DATA

Date	Tons
01 May, Fri	13.1
02 May, Sat	12.7
03 May, Sun	
04 May, Mon	16.7
05 May, Tue	15.2
06 May, Wed	2.4
07 May, Thu	14.2
08 May, Fri	16.0
09 May, Sat	15.9
10 May, Sun	10.1
11 May, Mon	17.2
12 May, Tue	18.3
13 May, Wed	22.0
14 May, Thu	16.0
15 May, Fri	15.1
16 May, Sat	14.6
17 May, Sun	2.3
18 May, Mon	11.7
19 May, Tue	13.0
20 May, Wed	21.5
21 May, Thu	19.1
22 May, Fri	16.2
23 May, Sat	14.6
24 May, Sun	0.4
25 May, Mon	16.5
26 May, Tue	21.0
27 May, Wed	14.3
28 May, Thu	11.0
29 May, Fri	18.2
30 May, Sat	14.0
31 May, Sun	6.8
Total	420.0

COLLECTION EFFICIENCY

Collection efficiency (cf) = number of customers who paid / total number of customers contracted.

$$423/627= 0.67$$

PLAN FOR THE MONTH OF MAY

A realistic work plan is impossible under the current circumstances .Tangible planning is only possible if the county government puts in place decisive measures to overcome the obstacles we are facing particularly the Court Case which appears to be dragging by design to favor the illegal service providers and provide enforcement within the zone. We are hoping that things will get better with the advertisement of other zones.

CONCLUSION

Continued lack of any decisive actions by the county government to overcome the challenges that have consistently undermined the success of this project puts into question the commitment of the entire county government fraternity to the success of this project. In particular, the royalty of the County's legal representation in this matter and its Enforcement arm is questionable considering that even to a layman, the plaintiffs have no ground for holding the government at ransom in its implementation of such a well informed and noble shift in its service delivery.

ANNEX 3.11 2015 June SIFA Report

ZONE 7 FRANCHISE SYSTEM REPORT FOR JUNE 2015

INTRODUCTION

During the month of June, a total of one hundred and thirty two subscribers withdrew from the service and as indicated in our earlier report, we have ceased offering services to Kangemi. The adamant service providers are still offering services within Zone Seven and since they have been charging low prices, we too have been forced to charge lower than we tendered for.

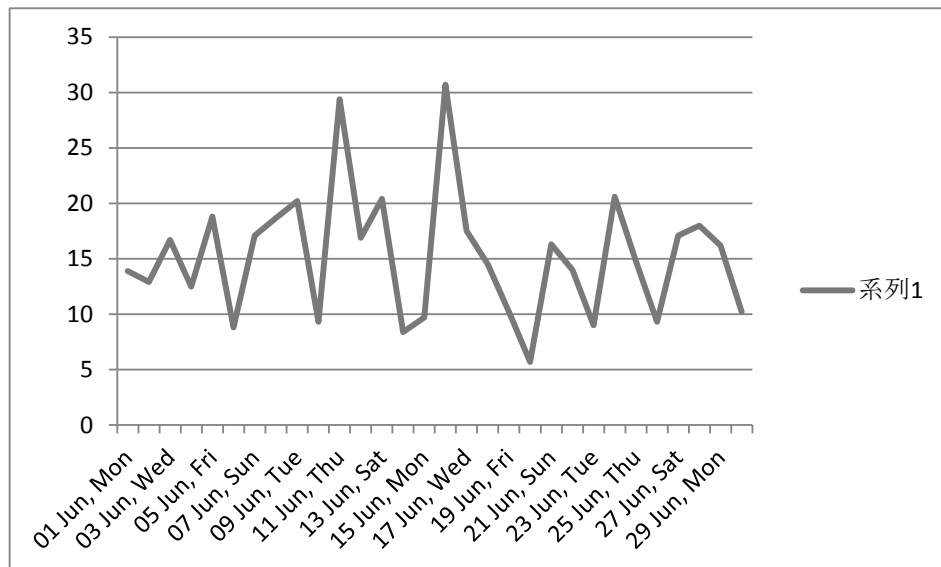
SERVICE SUBSCRIPTION

Subzone (as per collection schedule)	Category	Number of subscriptions	Average waste collection Charge
Kileleshwa	Households	79	729
	Commercials	31	549
	Institutions	5	1009
Sub-total of monthly waste collection charge ksh.79,655			
Kilimani	Households	139	713
	Commercials	56	1253
	Institutions	8	1916
Sub-total of monthly waste collection charge ksh.184,603			
Lavington	Households	76	643
	Commercials	47	1324
	Institutions	6	803
Sub-total of monthly waste collection charge ksh. 115914			
Westlands	Households	97	721
	Commercials	38	1408
	Institutions	8	937
Sub-total of monthly waste collection charge ksh130,937			
Government offices	We have continued to give them services, though they are yet to subscribe		
Grand total of monthly waste collection charge			ksh.511,109

WASTE COLLECTION AND DELIVERY

During the month of June we collected and transported 458 tons of waste to Dandora Dumping Site. The trend is as captured in the graph below:-

A GRAPH SHOWING THE TREND OF TONNES OF GARBAGE COLLECTED AND TRANSPORTED TO DANDORA IN JUNE 2015



DATA

Daily	
Truck	Total
Date	Tons
01 Jun, Mon	13.9
02 Jun, Tue	12.9
03 Jun, Wed	16.7
04 Jun, Thu	12.5
05 Jun, Fri	18.8
06 Jun, Sat	8.8
07 Jun, Sun	17.1
08 Jun, Mon	18.7
09 Jun, Tue	20.2
10 Jun, Wed	9.3
11 Jun, Thu	29.4
12 Jun, Fri	16.9
13 Jun, Sat	20.4
14 Jun, Sun	8.4
15 Jun, Mon	9.7
16 Jun, Tue	30.7
17 Jun, Wed	17.5
18 Jun, Thu	14.5
19 Jun, Fri	10.2
20 Jun, Sat	5.7
21 Jun, Sun	16.3
22 Jun, Mon	14
23 Jun, Tue	9
24 Jun, Wed	20.6
25 Jun, Thu	14.8
26 Jun, Fri	9.3
27 Jun, Sat	17.1
28 Jun, Sun	18
29 Jun, Mon	16.2
30 Jun, Tue	10.2
Total	457.9

COLLECTION EFFICIENCY

Collection efficiency (cf) = number of customers who paid / total number of customers contracted.

$$402/590= 0.68$$

PLAN FOR THE MONTH OF JULY

A realistic work plan is impossible under the current circumstances .Tangible planning is only possible if the county government puts in place decisive measures to overcome the obstacles we are facing.

However, we are no longer able to offer services to clients whose ability to pay is questionable and therefore have decided not to offer services to clients paying less than we tendered for and also to those with difficulties in paying.

CONCLUSION

Continued lack of any decisive actions by the county government to overcome the challenges that have consistently undermined the success of this project puts into question the commitment of the entire county government fraternity to the success of this project. In particular, the royalty of the County's legal representation in this matter and its Enforcement arm is questionable considering that even to a layman, the plaintiffs have no ground for holding the government at ransom in its implementation of such a well informed and noble shift in its service delivery.

ANNEX 3.12 2015 July SIFA Report

ZONE 7 FRANCHISE SYSTEM REPORT FOR JULY 2015

INTRODUCTION

During the month of July, the challenges highlighted in our earlier reports remained. A total of two hundred and eleven subscribers withdrew from the service. As indicated in our earlier report, we have suspended the services of clients paying less than we tendered for until they are able to comply. We also have suspended the services of clients who have consistently failed to pay. The adamant service providers are still offering services within Zone Seven and they have been charging low prices therefore limiting our clientele.

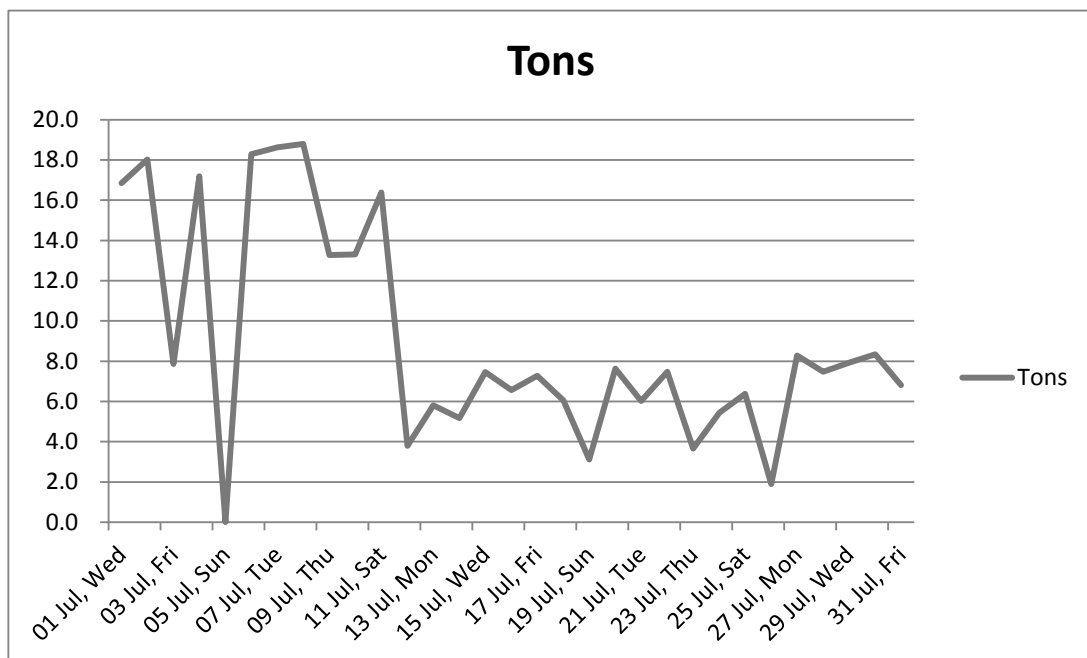
SERVICE SUBSCRIPTION

Subzone (as per collection schedule)	Category	Number of subscriptions	Average waste collection Charge
Kileleshwa	Households	61	674
	Commercials	19	482
	Institutions	4	993
Sub-total of monthly waste collection charge ksh.54,244			
Kilimani	Households	87	691
	Commercials	43	1198
	Institutions	6	1896
Sub-total of monthly waste collection charge ksh.141,967			
Lavington	Households	63	583
	Commercials	41	1297
	Institutions	6	803
Sub-total of monthly waste collection charge ksh. 94,724			
Westlands	Households	84	671
	Commercials	29	1295
	Institutions	7	907
Sub-total of monthly waste collection charge ksh100,268			
Government offices	Milimani law courts	Ksh. 17,500	
Grand total of monthly waste collection charge			ksh.408,703

WASTE COLLECTION AND DELIVERY

During the month of July we collected and transported 281 tons of waste to Dandora Dumping Site. The trend is as captured in the graph below:-

A GRAPH SHOWING THE TREND OF TONNES OF GARBAGE COLLECTED AND TRANSPORTED TO DANDORA IN JULY 2015



DATA

July-2015	
Truck	Total-Z7
Date	Tons
01 Jul, Wed	16.8
02 Jul, Thu	18.0
03 Jul, Fri	7.9
04 Jul, Sat	17.2
05 Jul, Sun	0.0
06 Jul, Mon	18.3
07 Jul, Tue	18.6
08 Jul, Wed	18.8
09 Jul, Thu	13.3
10 Jul, Fri	13.3
11 Jul, Sat	16.4
12 Jul, Sun	3.8
13 Jul, Mon	5.8
14 Jul, Tue	5.2
15 Jul, Wed	7.5
16 Jul, Thu	6.6
17 Jul, Fri	7.3
18 Jul, Sat	6.1
19 Jul, Sun	3.1
20 Jul, Mon	7.6
21 Jul, Tue	6.0
22 Jul, Wed	7.5
23 Jul, Thu	3.7
24 Jul, Fri	5.4
25 Jul, Sat	6.4
26 Jul, Sun	1.9
27 Jul, Mon	8.3
28 Jul, Tue	7.5
29 Jul, Wed	7.9
30 Jul, Thu	8.3
31 Jul, Fri	6.8
Total-tons	281.1

COLLECTION EFFICIENCY

Collection efficiency (cf) = number of customers who paid / total number of customers contracted.

$$396/450= 0.88$$

PLAN FOR THE MONTH OF AUGUST

A realistic work plan is impossible under the current circumstances .Tangible planning is only possible if the county government puts in place decisive measures to overcome the obstacles we are facing.

We will no longer be able to offer services to clients whose ability to pay is questionable and also to those paying less than we tendered for until they are ready to review their prices upwards.

CONCLUSION

Continued lack of any decisive actions by the county government to overcome the challenges that have consistently undermined the success of this project puts into question the commitment of the entire county government fraternity to the success of this project. In particular, the loyalty of the County's legal representation in this matter and its Enforcement arm is questionable considering that even to a layman, the plaintiffs have no ground for holding the government at ransom in its implementation of such a well informed and noble shift in its service delivery.

ANNEX 3.13 2015 August SIFA Report

ZONE 7 FRANCHISE SYSTEM REPORT FOR AUGUST 2015

INTRODUCTION

During the month of August, the challenges highlighted in our earlier reports remained. A total of two hundred and fifty eight subscribers withdrew from the service while another three hundred and fifty two clients were suspended. As indicated in our earlier report, we have suspended the services of clients paying less than we tendered for until they are able to comply. We also have suspended the services of clients who have consistently failed to pay. The adamant service providers are still offering services within Zone Seven and they have been charging low prices therefore limiting our clientele.

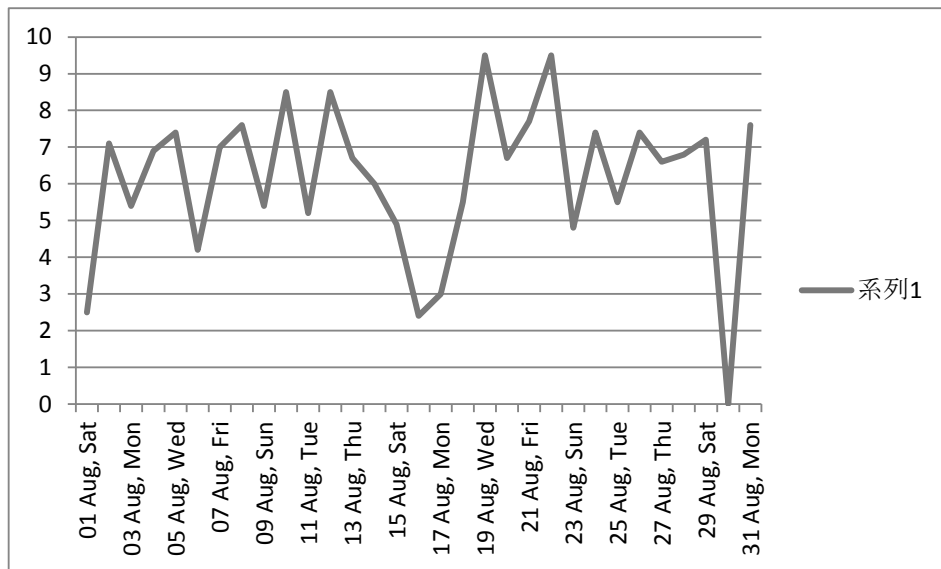
SERVICE SUBSCRIPTION

Subzone (as per collection schedule)	Category	Number of subscriptions	Average waste collection Charge
Kileleshwa	Households	59	669
	Commercials	19	482
	Institutions	4	993
Sub-total of monthly waste collection charge ksh.52,601			
Kilimani	Households	87	691
	Commercials	43	1198
	Institutions	5	1883
Sub-total of monthly waste collection charge ksh.121,046			
Lavington	Households	61	571
	Commercials	38	1293
	Institutions	6	803
Sub-total of monthly waste collection charge ksh. 88,783			
Westlands	Households	84	671
	Commercials	27	1295
	Institutions	7	907
Sub-total of monthly waste collection charge ksh 97,678			
Government offices	Milimani law courts	Ksh. 17,500	
Grand total of monthly waste collection charge			ksh.377,608

WASTE COLLECTION AND DELIVERY

During the month of August we collected and transported 190.8 tons of waste to Dandora Dumping Site. The trend is as captured in the graph below:-

A GRAPH SHOWING THE TREND OF TONNES OF GARBAGE COLLECTED AND TRANSPORTED TO DANDORA IN AUGUST 2015



DATA

DATE	TONS
01 Aug, Sat	2.5
02 Aug, Sun	7.1
03 Aug, Mon	5.4
04 Aug, Tue	6.9
05 Aug, Wed	7.4
06 Aug, Thu	4.2
07 Aug, Fri	7
08 Aug, Sat	7.6
09 Aug, Sun	5.4
10 Aug, Mon	8.5
11 Aug, Tue	5.2
12 Aug, Wed	8.5
13 Aug, Thu	6.7
14 Aug, Fri	6
15 Aug, Sat	4.9
16 Aug, Sun	2.4
17 Aug, Mon	3
18 Aug, Tue	5.5
19 Aug, Wed	9.5
20 Aug, Thu	6.7
21 Aug, Fri	7.7
22 Aug, Sat	9.5
23 Aug, Sun	4.8
24 Aug, Mon	7.4
25 Aug, Tue	5.5
26 Aug, Wed	7.4
27 Aug, Thu	6.6
28 Aug, Fri	6.8
29 Aug, Sat	7.2
30 Aug, Sun	0
31 Aug, Mon	7.6

COLLECTION EFFICIENCY

Collection efficiency (cf) = number of customers who paid / total number of customers contracted.

$$352/441= 0.80$$

PLAN FOR THE MONTH OF AUGUST

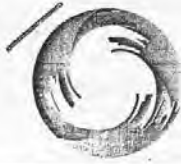
A realistic work plan is impossible under the current circumstances .Tangible planning is only possible if the county government puts in place decisive measures to overcome the obstacles we are facing. We will no longer offer services to clients whose ability to pay is questionable and also to those paying less than we tendered for until they are ready to review their prices upwards.

CONCLUSION

Continued lack of any decisive actions by the county government to overcome the challenges that have consistently undermined the success of this project puts into question the commitment of the entire county government fraternity to the success of this project. In particular, the royalty of the County's legal representation in this matter and its Enforcement arm is questionable considering that even to a layman, the plaintiffs have no ground for holding the government at ransom in its

implementation of such a well informed and noble shift in its service delivery.

ANNEX 3.14 2015 September SIFA Report



SIFA CLEANING AND BINS SERVICES LTD

Hurlingham Mosque Plaza, Jabavu Road,
Off Woodlands Road
Nairobi.

Address: P.O. BOX 26800- 00504
NAIROBI. TEL. 0719676673
Website: www.schsnairobi.com
Email: schsnairobi@gmail.com

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05 SEPTEMBER 2015



THE DIRECTOR OF ENVIRONMENT

NAIROBI CITY COUNTY

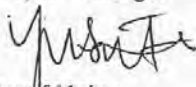
P.O. BOX 30075 - 00100

NAIROBI

RE: SUBMISSION OF SEPTEMBER 2015 REPORT ON ZONE 7

Attached is our report on Zone 7 operations for the month of September 2015 as required in the Contract Document in the same, we have highlighted several problems we continue to encounter for your intervention. We are keenly watching you to put in place decisive measures to alleviate the situation.

Project Manager


Yusuf Maina

Copies

H.E The Governor Nairobi City County

Minister of Environment Nairobi City County

Chief Officer of Environment Nairobi City County

Patricia
Kindly coordinate this of report.
18/10/15





SIFA CLEANING AND BINS SERVICES LTD

Hurlingham Mosque Plaza, Jabavu Road,
Off Woodlands Road
Nairobi.

Address: P.O. BOX 26800- 00504
NAIROBI. TEL. 0719676673
Website: www.scbnsnairobi.com
Email: scbnsnairobi@gmail.com

ZONE 7 FRANCHISE SYSTEM REPORT FOR SEPTEMBER 2015

INTRODUCTION

During the month of September the challenges highlighted in our earlier reports remained. A total of two hundred and fifty eight subscribers withdrew from the service while another three hundred and fifty two clients were suspended. As indicated in our earlier report, we have suspended the services of additional clients paying less than we tendered for until they are able to comply. We also have suspended the services of clients who have consistently failed to pay. The adamant service providers are still offering services within Zone Seven and they have been charging low prices therefore limiting our clientele.

SERVICE SUBSCRIPTION

Subzone (as per collection schedule)	Category	Number of subscriptions	Average waste collection Charge
Kileleshwa	Households	47	669
	Commercials	15	482
	Institutions	4	993
Sub-total of monthly waste collection charge			ksh.42,690
Kilimani	Households	70	691
	Commercials	40	1198
	Institutions	5	1883
Sub-total of monthly waste collection charge			ksh.105,705
Lavington	Households	59	571
	Commercials	38	1293
	Institutions	6	803
Sub-total of monthly waste collection charge			ksh. 87,641
Westlands	Households	84	671
	Commercials	27	1295
	Institutions	7	907
Sub-total of monthly waste collection charge			ksh 97,678
Government offices	Milimani law courts		Ksh. 17,500
Grand total of monthly waste collection charge			ksh.351,214



SIFA CLEANING AND BINS SERVICES LTD

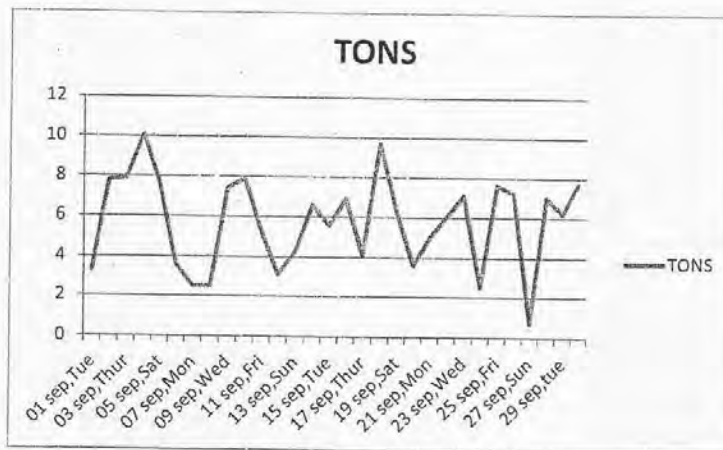
Hurlingham Mosque Plaza, Jabavu Road,
Off Woodlands Road
Nairobi.

Address: P.O. BOX 26800- 00504
NAIROBI. TEL. 0719676673
Website: www.scbsnairobi.com
Email: scbsnairobi@gmail.com

WASTE COLLECTION AND DELIVERY

During the month of September we collected and transported 172.2 tons of waste to Dandora Dumping Site. The trend is as captured in the graph below:-

A GRAPH SHOWING THE TREND OF TONNES OF GARBAGE COLLECTED AND TRANSPORTED TO DANDORA IN SEPTEMBER 2015





SIFA CLEANING AND BINS SERVICES LTD

Hurlingham Mosque Plaza, Jabavu Road,
Off Woodlands Road
Nairobi.

Address: P.O. BOX 26800- 00504
NAIROBI. TEL. 0719676673
Website: www.scsnairobi.com
Email: scsnairobi@gmail.com

DATE	TONS
01 Sep, Tue	3.3
02 Sep, Wed	7.8
03 Sep, Thu	7.9
04 Sep, Fri	10.1
05 Sep, Sat	7.6
06 Sep, Sun	3.6
07 Sep, Mon	2.5
08 Sep, Tue	2.5
09 Sep, Wed	7.4
10 Sep, Thu	7.9
11 Sep, Fri	5.3
12 Sep, Sat	3.1
13 Sep, Sun	4.3
14 Sep, Mon	6.6
15 Sep, Tue	5.6
16 Sep, Wed	6.9
17 Sep, Thu	4.1
18 Sep, Fri	9.7
19 Sep, Sat	6.3
20 Sep, Sun	3.6
21 Sep, Mon	5.0
22 Sep, Tue	6.0
23 Sep, Wed	7.1
24 Sep, Thu	2.5
25 Sep, Fri	7.6
26 Sep, Sat	7.2
27 Sep, Sun	0.7
28 Sep, Mon	7.0
29 Sep, Tue	6.2
30 Sep, Wed	7.7



SIFA CLEANING AND BINS SERVICES LTD

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Nairobi.

Address: P.O. BOX 26800- 00504
NAIROBI. TEL. 0719676673
Website: www.scbnsnairobi.com
Email: scbnsnairobi@gmail.com

COLLECTION EFFICIENCY

Collection efficiency (cf) = number of customers who paid / total number of customers contracted.

$$347/402 = 0.86$$

PLAN FOR THE MONTH OF SEPTEMBER

A realistic work plan is impossible under the current circumstances. Tangible planning is only possible if the county government puts in place decisive measures to overcome the obstacles we are facing. We will no longer offer services to clients whose ability to pay is questionable and also to those paying less than we tendered for until they are ready to review their prices upwards.

CONCLUSION

Continued lack of any decisive actions by the county government to overcome the challenges that have consistently undermined the success of this project puts into question the commitment of the entire county government fraternity to the success of this project. In particular, the loyalty of the County's legal representation in this matter and its Enforcement arm is questionable considering that even to a layman, the plaintiffs have no ground for holding the government at ransom in its implementation of such a well informed and noble shift in its service delivery.

ANNEX 3.15 2015 October SIFA Report



SIFA CLEANING AND BINS SERVICES LTD

Hurlingham Mosque Plaza, Jubaya Road,
Off Woodlands Road
Nairobi.

Address: P.O. BOX 26800- 00504
NAIROBI. TEL: 0719676673
Website: www.scbnairobi.com
Email: scbnairobi@gmail.com

10th OCTOBER 2015

Mwaji Ndirja

Chief Officer -
Environment & Forestry

~~Nairobi City County Government~~

Received:.....Date: 23/11/15.

THE DIRECTOR OF ENVIRONMENT

NAIROBI CITY COUNTY

P.O. BOX 30075 - 00100

NAIROBI

Deed
Anne 23/11/15

11/23/15

RE: SUBMISSION OF OCTOBER 2015 REPORT ON ZONE 7

Attached is our report on Zone 7 operations for the month of October 2015 as required in the Contract Document in the same, we have highlighted several problems we continue to encounter for your intervention. We are keenly watching you to put in place decisive measures to alleviate the situation.

Project Manager

Yusuf Maina

Yusuf Maina
Copies

H.E The Governor Nairobi City County

Minister of Environment Nairobi City County

Chief Officer of Environment Nairobi City County ✓

ZONE 7 FRANCHISE SYSTEM REPORT FOR OCTOBER 2015

INTRODUCTION

During the month of Oct, a total of one hundred and thirty two subscribers withdrew from the service and as indicated in our earlier report, we have ceased offering services to Kangemi. The adamant service providers are still offering services within Zone Seven and since they have been charging low prices, we too have been forced to charge lower than we tendered for.

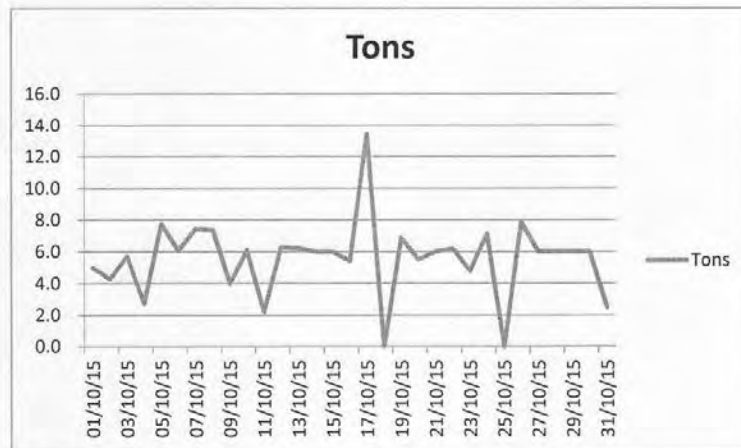
SERVICE SUBSCRIPTION

Subzone (as per collection schedule)	Category	Number of subscriptions	Average waste collection Charge
Kileleshwa	Households	60	729
	Commercials	28	549
	Institutions	5	1009
Sub-total of monthly waste collection charge ksh.64,157			
Kilimani	Households	110	713
	Commercials	40	1253
	Institutions	11	1916
Sub-total of monthly waste collection charge ksh.149,626			
Lavington	Households	70	643
	Commercials	45	1324
	Institutions	6	803
Sub-total of monthly waste collection charge ksh. 109,408			
Westlands	Households	95	721
	Commercials	38	1408
	Institutions	5	937
Sub-total of monthly waste collection charge ksh126,684			
Government offices	We have continued to give them services, though they are yet to subscribe		
Grand total of monthly waste collection charge			ksh.449,875

WASTE COLLECTION AND DELIVERY

During the month of October we collected and transported 172.8 tons of waste to Dandora Dumping Site. The trend is as captured in the graph below:-

A GRAPH SHOWING THE TREND OF TONNES OF GARBAGE COLLECTED AND TRANSPORTED TO DANDORA IN OCTOBER 2015



DATA

OCT 10	
Truck	Total-ZONE 7
Date	Tons
01/10/15	5.0
02/10/15	4.3
03/10/15	5.7
04/10/15	2.7
05/10/15	7.7
06/10/15	6.1
07/10/15	7.4
08/10/15	7.4
09/10/15	4.0
10/10/15	6.1
11/10/15	2.2
12/10/15	6.3
13/10/15	6.2
14/10/15	6.0
15/10/15	6.0
16/10/15	5.4
17/10/15	13.4
18/10/15	0.0
19/10/15	6.9
20/10/15	5.5
21/10/15	6.0
22/10/15	6.2
23/10/15	4.8
24/10/15	7.1
25/10/15	0.0
26/10/15	7.8
27/10/15	6.0
28/10/15	6.0
29/10/15	6.0
30/10/15	6.0
31/10/15	2.5
Total-tons	172.8

COLLECTION EFFICIENCY

Collection efficiency (cf) = number of customers who paid / total number of customers contracted.

$$388/587 = 0.66$$

PLAN FOR THE MONTH OF SEPTEMBER

A realistic work plan is impossible under the current circumstances. Tangible planning is only possible if the county government puts in place decisive measures to overcome the obstacles we are facing.

However, we are no longer able to offer services to clients whose ability to pay is questionable and therefore have decided not to offer services to clients paying less than we tendered for and also to those with difficulties in paying.

CONCLUSION

Continued lack of any decisive actions by the county government to overcome the challenges that have consistently undermined the success of this project puts into question the commitment of the entire county government fraternity to the success of this project. In particular, the loyalty of the County's legal representation in this matter and its Enforcement arm is questionable considering that even to a layman, the plaintiffs have no ground for holding the government at ransom in its implementation of such a well informed and noble shift in its service delivery.

ANNEX 3.16 Minutes of JET and WEMAK Meeting

NAIROBI CITY COUNTY

Telephone: +254 202221349
www.nairobi.go.ke

CITY HALL
P.O. BOX 30075-00100
NAIROBI



ENVIRONMENT & FORESTRY

MINUTES OF JET & WEMAK MEETING FOR THE PROJECT ON CAPACITY DEVELOPMENT OF SOLID WASTE MANAGEMENT OF NAIROBI CITY HELD AT KENGERE RESTAURANT, KOINANGE STREET

Date of Meeting: 19th August 2015

Minutes Prepared By: JET

1. Agenda

- 1.0 Introduction
- 2.0 Issues hindering WEMAK involvement in SWM by NCC
- 3.0 Suggestions & way forward

2. Attendance

No.	Name	Organization	Contact
1	Mr. Samuel Onyancha	Simple Garbage/WEMAK Chairman	070721861534
2	Mrs. Lucy Ngorongo	Junky Bins	0722206260
3	Mr. Hardard Macharia	BINS	0711148833
4	Mr. George Isanda	All Bin Management Services	0721955940
5	Mr. Chege Kariuki	Colnet	0725728688
6	Mr. Denis	Ponya Garbage	072895606
7	Mr. Harrison O Oloo	Leinad Enterprises	0724806636
8	Mr. David Ndolo	Sabiti Cleaning Services	0733861002
9	Dr. Premakumara	JET	0729716688
10	Mr. Jacob Githaiga	JET	0726204696
11	Mr. Samson Omondi	JET	0724217641

3. Minutes

Minute	Details	Member
<p>1. Introduction</p>	<ul style="list-style-type: none"> • The meeting was called to order at 7:30 am and a brief introduction of the project concerning enhancement of PSP's in SWM was presented to the members. • Gave a brief background of ISWM master plan prepared by JICA in the year 1998 then later revised 2010 on franchise system, PSP's, CBO's, financial management and institutional restructuring • He also thanked WEMAK for allocating time for the meeting. 	<ul style="list-style-type: none"> • Chair- Dr. Premakumara (JET)
<p>2. Issues hindering WEMAK from involvement in SWM by NCC</p>	<ul style="list-style-type: none"> • The members acknowledged the importance of improvement in a solid waste management system in the city, especially disposal facility in Dandora as an urgent need. • They also acknowledged the idea of cross-subsidy for low-income settlements and the importance of providing service to every person in the city. • However, they opposed the practical methodology in applying the franchise system, such as selection of franchise zone and franchisee. The first priority should be given to the zone where the waste collection issue is high, not zone 7 which has already high waste collection coverage. The selected franchisee is very new to the business (according to them, this company has just registered only for applying the tender) and no any experience on the subject and franchise area. • They also attended a number of stakeholder forums invited by the NCC in the past. Though, NCC promised to consider them in zone 7 but instead selected SIFA who do not have any experience in waste collection in the zone 7. • WEMAK members also tendered in zone 7 but were not considered and there were complaints from NCC that enough documents were not included. According 	<ul style="list-style-type: none"> • All WEMAK present members

	<p>to WEMAK members, this is a simple issue when compared to SIFA who was selected without any experience in the area. Also, highlighted the constraints with the existing tender procurement system for small PSPs while it is given more opportunity for the high investment groups.</p> <ul style="list-style-type: none"> • Because of these reasons, they don't have trust on the way the franchise system was granted and its operation. • In addition, they made some explanations that when the NCC privatised the CBD area and asked them to move, they did within a day. However, now NCC trucks collect the waste in the CBD and some clients are now asking WEMAK to come back again, because the system is not working. It is same in zone 7 and some clients are now asking them to come back, because the franchisee is not providing a good service. • WEMAK also mentioned that SIFA had withdrawn almost all their trucks from zone 7 resulting to the failure of the pilot project hence requested JET to reviewing the experience of zone 7 and CBD contract management (Creative Consolidated) is important to identify the key points for failure in managing wastes within the CBD and zone 7. • According to WEMAK, JET staff should go to the field and discuss with different stakeholders like WEMAK who have the practical experience in the ground, rather depend only on the information provided by the NCC staff. Otherwise, the project findings may nicely reported in annual reports and to be stored on neat shelves. Hence, they advised JET to have independent field work on the ground. • They also agreed that some of their trucks don't transport waste to landfill, because the condition in landfill is not good and most of their trucks are getting broken. Thus, they dump some other places or landfill sites in other counties such as Kiambu and Machakos Counties, paying very higher prices than Dandora. They are very likely to go to Dandora, because it is economically cheaper for them than now they are paying for other locations. According to them, this is an issue of NCC and it should improve the landfill rather than enforcement. • Currently, tenders are calling for zone 1, 6 and 9 and the tender requirements of these zones were also so high such as purchase of new trucks and compactor and that's why small PSPs in WEMAK could not manage to apply. 	
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<p>3. Suggestions & way forward</p>	<ul style="list-style-type: none"> • Advised WEMAK to bid as under one umbrella for the next zones 1 and 6 which would be advertised soon by NCC • While they have a court order, WEMAK doesn't want to get involved in the franchise system at the moment. However, they agreed to work with the JET team to implement a model/pilot project in one of the selected zone (agreed to select together) using the conditions of franchise requirements, such as waste separation at source, collection of waste twice a week, street sweeping and transportation of the collected waste to Dandora landfill site. A team of WEMAK will cover the whole residential (both high-income and low-income areas), commercial and institutions using the concept of cross-subsidy. • However, the existing tender/procurement system for the franchise system of the NCC should be flexible to grant an award to them while the current procurement system and their criterion does not consider small PSP's like WEMAK. In addition, JET and Project team can organise some technical sessions for small PSP's on how to prepare contract documents without mistakes before applying for tender. • One of the WEMAK members has already applied for the tender in zone 7 and now for the new zones in 1, 6, 9 but it seems it was not considered. Considering their capacity and granting one of these zones to implement franchise system is also a possible action in bringing this group into the franchise system • There is a huge information gap and the lack of mutual trusts between NCC and WEMAK group. It is important to share the correct information and build a mutual trust. While, WEMAK is not interested to meet with any NCC staff, this can first facilitated by JET staff and gradually hand-over to the NCC after some period of time. • Furthermore, discuss the importance of JET's support (exchange with Japanese technology and businesses) and mobilise them as one of the active partners in implementing the franchise system. They show great interest in learning from Japanese experience and technology in doing waste 	<ul style="list-style-type: none"> • Dr. Premakumara (JET) • All (WEMAK & JET)
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	management businesses.	
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There being no other business, the meeting adjourned at 9:30 am.

ANNEX 3.17 Minutes of JET, JICA Evaluation Team and WEMAK

Meeting

NAIROBI CITY COUNTY

Telephone: +254 202221349
www.nairobi.go.ke

CITY HALL
P.O. BOX 30075-00100
NAIROBI



ENVIRONMENT & FORESTRY

MINUTES OF JICA EVALUATION TEAM, JET & WEMAK MEETING FOR THE PROJECT ON CAPACITY DEVELOPMENT OF SOLID WASTE MANAGEMENT OF NAIROBI CITY HELD AT NAIROBI SAFARI CLUB RESTAURANT, KOINANGE STREET

Date of Meeting: 24th September 2015

Minutes Prepared By: JET

1. Agenda

- 1.0 Introduction
- 2.0 Issues hindering WEMAK involvement in SWM by NCC
- 3.0 Suggestions & way forward

2. Attendance

No.	Name	Organization	Contact
1	Mr. Samuel Onyancha	Simple Garbage	0721861534
2	Mrs. Lucy Ngorongo	Junky Bins	0722206260
3	Mr. Hardard Macharia	BINS	0711148833
4	Mr. George Isanda	Allybins	0721955940
5	Mr. Chege Kariuki	Colnet	0725728688
6	Ms. Susan Letuya	Takataka Solution	0722254393
7	Mr. Harrison Oloo	Leinad Enterprises	0724806636
8	Mr. David Ndolo	Sabiti Services	0733861002
9	Mr. Masakazu Maeda	JET	0708303240
10	Mr. Shinsuke Takeuchi	JET	0731679364
11	Mr. Samson Omondi	JET	0724217641
12	Mr. Daichi Ban	JICA Kenya	0202775000
13	Mr. Masahito Miyagawa	JICA Kenya	0727796559
14	Mr. John Ngugi	JICA Kenya	0722517254
15	Mr. Jun Totsukawa	JICA Evaluation Team	
16	Mr. Tamaki Mori	JICA Evaluation Team	
17	Mr. Kamata Hiroko	JICA Evaluation Team	
18	Mr. Kazunao Shibata	JICA Evaluation Team	

3. Minutes

Minute	Details	Member
<p>1. Introduction</p>	<ul style="list-style-type: none"> • The meeting was called to order at 7:30 am and a brief introduction of the project concerning Evaluation mission by JICA evaluation team at least 6 months prior to the end of the project was presented to the members. • Stated that the evaluation interviews were carried out to every important stakeholder such as WEMAK with an aim of ‘Improving the living conditions of Nairobi’s ‘Clean Healthy, Wealthy Nairobi’ • He also thanked WEMAK for allocating time for the meeting. 	<ul style="list-style-type: none"> • Chair- Mr. Kazunao Shibata (JICA Evaluation Team)
<p>2. Issues hindering WEMAK involvement in SWM by NCC</p>	<ul style="list-style-type: none"> • WEMAK sued NCC at the high court to seek justice because of the implementation of the franchise system in zone 7 which resulted to loss of employment to the youths in the PSP’s . • Accepted that WEMAK had been involved initially in the JET and NCC SWM project activities such as stakeholder forums and meetings during the defunct City Council of Nairobi (CCN) in the year 2012/2013 but since the new Nairobi City County (NCC) came in, there has been increased agreement issues between PSP’s and NCC thus NCC gave them a very short notice of vacating zone 7 which was in appropriate. • The state of Dandora dumpsite is also pathetic due in accessibility of roads into the dumpsite, insecurity hence resulting to damaged trucks and robbery of waste collection trucks spare parts within the dumpsite. • NCC has also been threatening WEMAK PSP’s by withdrawing licences and permits and also impounding the trucks and charging them in the court of law. • High rate of corruption within Departments of Environment and Supply Chain Management staff should be tacked at first during award of tenders, authority letters and licences. 	<ul style="list-style-type: none"> • Mr. Samuel Onyancha (Simple Garbage)

<p>3. Suggestions & way forward</p>	<ul style="list-style-type: none"> • Suggested that both NCC and JET should cooperate and work together with all PSP's operating within zone 7 since they have SIFA's historical proof with reference to an article published in the 'The Standard newspaper, 8th March 2015,page 21' • Advised NCC and JET to focus more on the improvement of Dandora final disposal site rather than CBO's enhancement and implementation of the franchise system. They also asked JET to clearly advertise to Nairobi residents what they really planned to achieve. • Informed all the present members that SIFA might have been practicing illegal dumping of waste into Ngong' forest. He also mentioned that NCC enforcement officers were very corrupt since they would demand for cash payment from the PSP's instead of arresting and taking them to court thus they should learn to follow the law and discourage corrupt malpractices. • Clean Vision CBO in Kangemi has been unable to manage solid waste within Kangemi due to inadequate capacity. • Mentioned that the greatest contributors of illegal dumping of waste were the NCC contractors due to delay in payments by NCC Treasury department hence NCC should stop making blame games on PSP's only. • WEMAK suggested to JET and discouraged the retendering of franchise system in zones 1 and 6 and rather preferred direct award of tender to WEMAK members due to high rate of corruption within the Departments of Environment and Supply Chain Management staff in the evaluation and tender committee which led to award of contract to SIFA who has been incapable to perform to date. • It was agreed that all the 37 PSP's operating within zone 7 to be given an opportunity to be involved and cooperate in JET activities. • WEMAK thanked JICA evaluation mission team and JET for achieving the promise to have a better and more understandable meeting together 	<ul style="list-style-type: none"> • Mr. Chege Kariuki (Colnet) • Mr. George Isanda (Allybins), Ms. Susan Letuya (Takataka Solution& Mr. Harrison Oloo(Leinad Enterprises) • Mr. Hardard Macharia (BINS) • Ms. Susan Letuya (Takataka Solution) • Mrs. Lucy Ngorongo (Junky Bins) • All WEMAK present members • Mr. Samuel Onyancha (Simple Garbage)
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There being no other business, the meeting adjourned at 9:30 am.

ANNEX 3.18 WEMAK Preliminary Proposal

WASTE AND ENVIRONMENT MANAGEMENT ASSOCIATION OF KENYA (WEMAK)

Larichem House, Kijabe Street No. 5

1st Floor - Opposite East African Seeds Company

P.O. Box 60067-00200 Nairobi

Tel: 0786 232 353

Email: wemak.organisation@yahoo.com / wemakorganisation@gmail.com

WEMAK PRELIMINARY PROPOSAL FOR UPDATED ZONING CONCEPT

Presented to JICA on 16th October 2015

1. ABOUT WEMAK

We are the Waste and Environment Management Association of Kenya (WEMAK), the largest association of waste management companies in Nairobi. We have around 100 companies as members, collect more than 500 tons of waste every day and employ a few thousand employees collectively. Our members' experience in waste management in Nairobi spans more than two decades. Furthermore, through visits and exchanges with foreign waste management players and governments, we are knowledgeable of global best practices in waste management from cities such as Lagos, Nigeria and Bangalore, India.

2. THE MAIN PROBLEMS NAIROBI FACES WITH REGARDS TO WASTE MANAGEMENT

- a) Two thirds of Nairobi's waste (2000 tons/day) remain uncollected. This particularly affects low-income areas, where residents cannot afford waste collection services
- b) Dandora dumpsite is an environmental and health disaster, polluting the groundwater of more than 0.5 million residents
- c) Low recycling rate (5%) results in further pollution at dumpsites and neglects the job creation potential of recycling
- d) The County Government's role in waste management is often unclear, as it is a regulator, enforcer and an industry player (through its own collection trucks).

3. PRELIMINARY PROPOSAL FOR UPDATED ZONING CONCEPT

a) Intended Goals

- a. Increase waste collection in un-served low-income areas
- b. Guarantee better service provision with better collection infrastructure
- c. Eliminate illegal dumping by certain waste collection companies
- d. Improve Dandora dumpsite
- e. Increase recycling rate
- f. Support NCC in better enforcement and clarify its role

b) Main components of the updated concept

WASTE AND ENVIRONMENT MANAGEMENT ASSOCIATION OF KENYA (WEMAK)

Larichem House, Kijabe Street No. 5

1st Floor - Opposite East African Seeds Company

P.O. Box 60067-00200 Nairobi

Tel: 0786 232 353

Email: wemak.organisation@yahoo.com / wemakorganisation@gmail.com

-
- a. Free competition in middle- to high income across all of Nairobi for all licensed companies
 - b. Subsidized collection of waste in low-income areas based on volumes collected in middle- to high income areas by each company (for example, for each 3 trucks taken to Dandora, the same company needs to collect 1 truck from youth groups in low-income areas)
 - c. Volume based waste management levy going to three channels
 - i. Nairobi City County (NCC)
 - ii. Waste management improvement fund jointly managed by NCC, WEMAK and external auditor. This fund will be used for issues like the refurbishment of Dandora.
 - iii. WEMAK contribution (see more in point d)
 - d. WEMAK will, with the support of NCC, undertake the following responsibilities:
 - i. Ensure compliance of all waste management companies with NCC and NEMA standards
 - ii. Support NCC on all enforcement issues
 - iii. Undertake licensing and inspections
 - iv. Management of collection in low-income areas based on volume system
 - v. Develop industry standards
→ *similar to Kenya Flower Council partnership with KEBS*
 - e. NCC will no longer act as an industry player
 - f. Possible levy rebates based on recycling volumes
- c) Other things to consider**
- a. The process of forming a waste management zoning plan for Nairobi needs to be inclusive (WEMAK, KARA, etc) and respect the public participation requirements
 - b. The subsequent waste management zoning plan will require changes to the county waste management by-laws
 - c. In order for the process to arrive at a new waste management zoning plan to be initiated, NCC needs to officially abandon the current zoning plan

We are looking forward to further discussing this initial proposal with both NCC and JICA. We all need to find a permanent and sustainable solution to our garbage collection, recycling and disposal issues in Nairobi City County as well as creating employment opportunities for our youth. Please help us do this.

SAMWEL N. ONYANCHA
CHAIRMAN

WASTE AND ENVIRONMENT MANAGEMENT ASSOCIATION OF KENYA (WEMAK)

Larichem House, Kijabe Street No. 5

1st Floor - Opposite East African Seeds Company

P.O. Box 60067-00200 Nairobi

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ANNEX 3.19 Advice for Reconciliation of the Court Case against

WEMAK

Advice for Reconciliation of the Court Case against WEMAK

	Current Status	Issues to be Solved	Analysis for Solution	Specific Countermeasures
A1: Situation of Conflict	<p>A1-1: Mr. Samuel Onyancha, a representative of WEMAK (Waste and Environment Management of Kenya), consisting of approximately 100 PSPs (private service providers) in Nairobi, and 24 PSPs of WEMAK took NCC to court on 9 October 2014. The contents of his litigation is that the franchise pilot project will deprive PSPs who are currently operating in zone 7 (Kilimani, Kileleshwa and Kangemi) of their job and thus not comply with laws and regulations. He sued NCC for the same reason as a representative of JEWAKA (one of PSPs) as well.</p> <p>A1-2: The Court ordered “status quo” for waste collection and transportation services in zone 7 on 30 December 2014, and it would continue up to 23 March 2015. After that the duration of status quo has been extended and still remains up to now.</p>	<p>A1-1: Basically, there is no relationship of mutual trust between NCC and WEMAK.</p> <p>A1-2: The duration of status quo has been extended due to frequent postponements of judgement by the court.</p>	<p>A1-1: Although it seems to be quite difficult to establish the mutual trust between NCC and WEMAK in a short period, it might be that NCC tends to look down on PSPs in general and has not listened to their opinions sincerely so far.</p> <p>A1-2: Since the duration of the court judgement cannot be controlled, its final result may come up after a couple of years.</p>	<p>A1-1: NCC should change their attitude toward WEMAK and meet with WEMAK on a face-to-face basis immediately to listen to WEMAK’s opinion firstly. The meeting should be arranged in a few people or small groups at the beginning.</p> <p>A1-2: Reconciliation based on dialogue between the two parties should be made and the court case should be withdrawn.</p>
A2: Situation of WEMAK	<p>A2-1: The number of WEMAK members is increasing from around 60 to 100.</p> <p>A2-2: Some of WEMAK member companies that do not have a license of waste collection services are operating their business.</p> <p>A2-3: Currently, the WEMAK member companies are disqualified in the tender for new zones because they do not have the license.</p> <p>A2-4: Since the existing areas of franchise zones are too large to be covered by WEMAK member companies, WEMAK requested NCC to redefine the areas for the new tender.</p> <p>A2-5: Some of WEMAK member companies do not dispose the collected waste in Dandora.</p>	<p>A2-1: Most PSPs in Nairobi become the member of WEMAK and their impact cannot be ignored.</p> <p>A2-2: Some of WEMAK member companies have been still collecting the waste in zone 7 continuously under the court order.</p> <p>A2-3: Illegal operation by WEMAK member companies and probably other new PSPs in zone 7 has been overlooked without any punishment.</p> <p>A2-4: Due to the large zoning areas, WEMAK member companies are unable to participate in the new tender.</p> <p>A2-5: The largest constraint by WEMAK member companies is that their collection vehicles are broken and out of order due to the condition of Dandora.</p>	<p>A2-1: NCC cannot promote the pilot project without consideration of WEMAK’s opinion.</p> <p>A2-2: As long as the WEMAK members are operating in zone 7 continuously, the franchise project will not be able to be conducted successfully.</p> <p>A2-3: Overlooking the illegal operation will result in distrust of NCC’ actions by the residents and PSPs.</p> <p>A2-4: It seems to be necessary for NCC to consider options that small PSPs can attend the new tender or additional franchise projects such as small franchise zonal areas.</p> <p>A2-5: The disposal of waste not in Dandora resulted in illegal dumping in the city.</p>	<p>A2-1: Same as the above Item A1-1.</p> <p>A2-2: Same as the above Item A1-2.</p> <p>A2-3: NCC should enforce immediately prohibition of operators illegally working in zone 7 that have started operations after the court case or are not plaintiffs of the court case by establishment of enforcement team under the DoE.</p> <p>A2-4: NCC should consider immediately options that small PSPs can attend the new tender or additional franchise projects such as small franchise zonal areas.</p> <p>A2-5: NCC should enforce immediately prohibition of illegal dumping in the city in collaboration with NEMA.</p>
A3: Situation of NCC	<p>A3-1: NCC hired advocates for each case.</p> <p>A3-2: NCC has not issued the license for WEMAK member companies and JEWAKA.</p> <p>A3-3: After the court order, NCC has suspended enforcement of illegal operators in zone 7.</p> <p>A3-4: NCC announced other franchise projects in zone 1, 6 and 9 on 13 May 2015.</p>	<p>A3-1: The general direction of the court case by NCC is not clear.</p> <p>A3-2: WEMAK member companies are unable to participate in the new tender.</p> <p>A3-3: Not only the existing operators but also new comers are working in zone 7.</p> <p>A3-4: Another court case may arise from the new franchise projects.</p>	<p>A3-1: The court case has definitely hindered the progress of the pilot project.</p> <p>A3-2: Disqualification of WEMAK for the new tender will make the situation worse.</p> <p>A3-3: The number of customers for SIFA is decreasing in zone 7.</p> <p>A3-4: Another court case will bring endless conflict.</p>	<p>A3-1: NCC should determine the policy of the court case and start negotiation immediately.</p> <p>A3-2: Same as the above Item A2-4.</p> <p>A3-3: NCC should enforce immediately prohibition of illegal operators working in zone 7. In addition, the NCC license should be unified with that of NEMA’s.</p> <p>A3-4: Same as the above Item A2-4.</p>

ANNEX 3.20 Minutes on Consensus in SWM

NAIROBI CITY COUNTY



ENVIRONMENT & FORESTRY SUB SECTOR

MINUTES OF THE MEETING ON CONSENSUS ON THE WASTE COLLECTION AND TRANSPORTATION SYSTEM FOR NAIROBI CITY

Date : 10th November, 2015

Time : 8:00am – 8:30am

Venue : Office of the County Chief Officer- Environment and Forestry

Attendance

No.	Name	Organization	E-mail	Telephone
1	Samuel N. Onyancha	Chairman-WEMAK	simplebins@gmail.com	0721861534
2	Dr. Leah Oyake-Ombis	CCO-NCC	leahoyake@gmail.com	0714040631
3	Isaac Muraya	DoE-NCC	imuraya@gmail.com	0722840131
4	Patricia K'Omudho	NCC	patkinyi@gmail.com	0733790546

Agenda

1. Introduction of each attendant
2. Consensus between PSPs and NCC
3. Way Forward

Clean Healthy Wealthy Nairobi
The City of Choice to Live, Work and Invest in

The Minutes

1. Introduction of Each Attendant

- The meeting began by introduction of each member.

2. Consensus between PSPs and NCC

Dr. Oyake stated that we urgently need a way forward as regards participation of PSPs in NCC. This is in consideration that the court case opposing piloting of the franchise system is taking too long to be finalized. Furthermore, none of the parties has control over the case duration. It is high time for each party to be sincere so that progress can be realized. NCC came up with a SWM system whereby PSPs came in as agents. For this reason, they should be in agreement with NCC rather than oppose. Actually NCC does not intend to marginalize any stakeholder as demonstrated in awarding WEMAK's Zoa Taka the tender to operate in Zone 9. There has also been a lot of leniency on PSPs most of whom are operating illegally. PSPs are not giving NCC time to pilot the franchise system as they began to oppose too soon. All in all, NCC would like the court case to come to an end as soon as possible. The most appropriate way would be for the WEMAK Chairman to organize his members so that they can be allocated a Zone without going through the tender process.

Mr. Muraya acknowledged WEMAK's Chairman for being present in the meeting. This portrays an interest to reach an agreement with NCC. As much as PSPs are in business, the quality of service delivery should not be compromised. There will be no progress in the waste collection and transportation system unless WEMAK and NCC reach an agreement which will benefit all the stakeholders.

Mr. Onyancha pointed out that several meetings have been held between WEMAK and NCC but no agreement reached. However, progressive engagement may bear fruit. He acknowledged that Zoa Taka has left the association. Anyway WEMAK was formed not to fight NCC but to bring together the PSPs. The members have been operating illegally as they did not receive the directive on which areas of the City to stop operations. He complained that NCC's enforcement has been harassing WEMAK operations. Moreover, the final disposal site at Dandora is inaccessible. Most of the members dispose at Dandora but others dump illegally. It is known that there are 56 PSPs but actually there are more than 80. Mr. Muraya responded that if WEMAK and DoE are in consensus, harassment by the enforcement will end. The final disposal site is an important facility that NCC is working on with a

Clean Healthy Wealthy Nairobi

The City of Choice to Live, Work and Invest in

Page 2

considerable budget. Dr. Oyake added that the final disposal issue should be handled separately from the court case. Nevertheless NCC is implementing improvement plans.

3. Way Forward

Mr. Onyancha pointed out that he also wants an amicable solution on the prolonged court case. After meeting with his members on 11th November, 2015, feedback will be presented on 12th November, 2015 to DoE on WEMAK's position regarding the offer to operate exclusively in one zone. This should be the resolution to the prolonged court case.

Minutes compiled by NCC

Clean Healthy Wealthy Nairobi
The City of Choice to Live, Work and Invest in

Page 3

ANNEX 3.21 WEMAK Response to NCC Request 20th Nov 2015

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(WEMAK)

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1st Floor - Opposite East African Seeds Company
P.O. Box 60067-00200 Nairobi
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Email: wemak.organisation@yahoo.com / wemakorganisation@gmail.com

Patrick Gica

PEO

20th November 2015.

To
Dr. Leah Oyake-Ombis
County Chief Officer- Environment and Forestry
Nairobi City County

Rene Zulu
Chief Officer -
Environment & Forestry
Nairobi City County Government

Received:.....Date: 20/11/15

Dear Madam,

Re: Reply to Minutes of the meeting on consensus on the waste collection and transportation system for Nairobi city

11
20
11

As per the subject above, after deliberations with members see our reply in the attached letter. We have also included our proposal to JICA for your further consideration.

Regards

[Signature]
SAMWEL N. ONYANCHA
CHAIRMAN - WEMAK



cc:
Minister for Environment and Forestry - NCC
JICA
KARA
COFEK



**WASTE AND ENVIRONMENT MANAGEMENT ASSOCIATION OF KENYA
(WEMAK)**

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Email: wemak.organisation@yahoo.com / wemakorganisation@gmail.com

20th November 2015

Reply to NCC with regards to meeting on 10th November 2015

The Waste and Environment Management Association of Kenya (WEMAK) is willing to withdraw its two legal cases (high court and constitutional court) against the Nairobi City County (NCC) in the matter of zoning under the following conditions:

- NCC ceases to implement its current zoning policy with immediate effect:
 - o Cancellation of all zones previously created
 - o Cancellation of all tenders undertaken under the zoning policy
 - Creative Consolidated for CBD
 - SIFA Cleaning Services for Zone 7
 - Zoa Taka for zone 9
 - Ongoing tenders for zones: Embakasi Central Zone, Embakasi East Zone, Embakasi North Zone, Embakasi west Zone, Kamukunji Zone, Kasarani Zone, Kibra Zone, Makadara Zone, Mathare Zone, Roysambu Zone, Ruaraka Zone and Starehe Zone (outside CBD) as advertised in the daily newspapers on 13th May 2015 tender numbers (NCC/DOE/T/1022/2014-2015, NCC/DOE/T/1023/2014-2015, NCC/DOE/T/1024/2014-2015, NCC/DOE/T/1025/2014-2015, NCC/T/DOE/1026/2014-2015, NCC/DOE/T/1027/2014-2015, NCC/DOE/T/1028/2014-2015, NCC/DOE/T/1029/2014-2015, NCC/DOE/T/1030/2014-2015, NCC/DOE/T/1031/2014-2015, NCC/DOE/T/1032/2014-2015, NCC/DOE/T/1033/2014-2015, NCC/DOE/T/034/2014-2015
 - o Public gazette that
 - Zoning has been indefinitely stopped
 - WEMAK members can freely collect waste within Nairobi County
- Financial compensation to WEMAK members for previous harassment and illegal impounding of trucks
- NCC issues waste collection and other permits to WEMAK members (rather than claiming they are operating illegally)
- Going forward, NCC will publicly and legally binding commit to:

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- Restoration of Dandora dumpsite to an accessible state as per previous promises on the side of NCC
- Undertake a process of creating a new waste management concept for Nairobi
 - Based on WEMAK proposal to JICA expert team on 16th October 2015
 - Including public participation

WEMAK would like to further note that:

- WEMAK is by no means interested in being awarded one zone under the current zoning policy
 - Representing more than 90% of Nairobi's waste management companies, WEMAK members will only accept to collect everywhere in Nairobi
 - WEMAK does not entertain illegal offers by NCC to be 'allocated' a zone without any due legal agreements and in contravention of public procurement laws and Constitution of Kenya which allows for free bidding. The county should expound on how it plans to execute it.
- There was no consensus reached on the meeting on 10th November, as the positions of WEMAK and NCC have not come closer as of yet.
- As a matter in court, the county should forward request to WEMAK to withdraw through their lawyers.
- Kindly refer to our proposal to JICA on 16th October.

**SAMWEL N. ONYANCHA
CHAIRMAN - WEMAK**

**WASTE AND ENVIRONMENT MANAGEMENT ASSOCIATION OF KENYA
(WEMAK)**

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**WEMAK PRELIMINARY PROPOSAL FOR UPDATED ZONING
CONCEPT**

Presented to JICA on 16th October 2015

1. ABOUT WEMAK

We are the Waste and Environment Management Association of Kenya (WEMAK), the largest association of waste management companies in Nairobi. We have around 100 companies as members, collect more than 500 tons of waste every day and employ a few thousand employees collectively. Our members' experience in waste management in Nairobi spans more than two decades. Furthermore, through visits and exchanges with foreign waste management players and governments, we are knowledgeable of global best practices in waste management from cities such as Lagos, Nigeria and Bangalore, India.

**2. THE MAIN PROBLEMS NAIROBI FACES WITH REGARDS TO WASTE
MANAGEMENT**

- a) Two thirds of Nairobi's waste (2000 tons/day) remain uncollected. This particularly affects low-income areas, where residents cannot afford waste collection services
- b) Dandora dumpsite is an environmental and health disaster, polluting the groundwater of more than 0.5 million residents
- c) Low recycling rate (5%) results in further pollution at dumpsites and neglects the job creation potential of recycling
- d) The County Government's role in waste management is often unclear, as it is a regulator, enforcer and an industry player (through its own collection trucks).

3. PRELIMINARY PROPOSAL FOR UPDATED ZONING CONCEPT

a) Intended Goals

- a. Increase waste collection in un-served low-income areas
- b. Guarantee better service provision with better collection infrastructure
- c. Eliminate illegal dumping by certain waste collection companies
- d. Improve Dandora dumpsite
- e. Increase recycling rate
- f. Support NCC in better enforcement and clarify its role

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b) Main components of the updated concept

- a. Free competition in middle- to high income across all of Nairobi for all licensed companies
- b. Subsidized collection of waste in low-income areas based on volumes collected in middle- to high income areas by each company (for example, for each 3 trucks taken to Dandora, the same company needs to collect 1 truck from youth groups in low-income areas)
- c. Volume based waste management levy going to three channels
 - i. Nairobi City County (NCC)
 - ii. Waste management improvement fund jointly managed by NCC, WEMAK and external auditor. This fund will be used for issues like the refurbishment of Dandora.
 - iii. WEMAK contribution (see more in point d)
- d. WEMAK will, with the support of NCC, undertake the following responsibilities:
 - i. Ensure compliance of all waste management companies with NCC and NEMA standards
 - ii. Support NCC on all enforcement issues
 - iii. Undertake licensing and inspections
 - iv. Management of collection in low-income areas based on volume system
 - v. Develop industry standards
→*Similar to Kenya Flower Council partnership with KEBS*
- e. NCC will no longer act as an industry player
- f. Possible levy rebates based on recycling volumes

c) Other things to consider

- a. The process of forming a waste management zoning plan for Nairobi needs to be inclusive (WEMAK, KARA, etc) and respect the public participation requirements
- b. The subsequent waste management zoning plan will require changes to the county waste management by-laws
- c. In order for the process to arrive at a new waste management zoning plan to be initiated, NCC needs to officially abandon the current zoning plan

We are looking forward to further discussing this initial proposal with both NCC and JICA. We all need to find a permanent and sustainable solution to our garbage collection, recycling and disposal issues in Nairobi City County as well as creating employment opportunities for our youth. Please help us do this.

SAMWEL N. ONYANCHA
CHAIRMAN - WEMAK

ANNEX 3.22 BINS Notification of Regret Zone 9



BINS (NAIROBI) SERVICES LIMITED

Incorporating Binscape

Refuse collection • cleaning services • Landscaping • gardening • sanitary services • Incineration • exhauster services

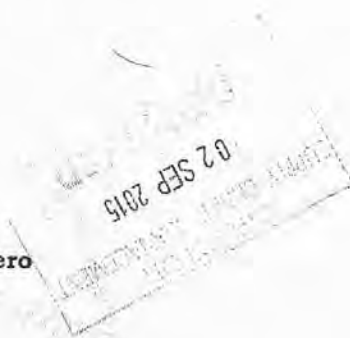


Your Ref: NCC/SO/Min:34-35/34/2014-15/CNM/928B/2015

2nd September 2015

Head of Supply Chain Management
Nairobi City County
P.O. Box 30075,
00100 - Nairobi.

Attention: Solomon Obiero



Dear Sir,

**RE: TENDER NCC/DOE/T/1019/2014-2015:
STREET SWEEPING, SOLID WASTE COLLECTION, TRANSPORTATION
AND DISPOSAL IN FRANCHISE ZONE 9**

NOTIFICATION OF REGRET

We are in receipt of your above letter dated 10th July 2015 BUT issued on 28th August 2015.

I write to your office to humbly request for details on areas that our Tender document was considered "non-responsive". This information is critical in order to be better prepared for future business opportunities with the County.

**Yours Sincerely,
For: Bins (Nairobi) Services Limited**

**Hardard Macharia
General Manager**

P.O BOX 42766,
00100 - Nairobi,
Phone: 8042124/125/143
Telkom Wireless: 3539174
Fax: 8042144
GSM: 0733-677710
0722-713964
Email: bins@africaonline.co.ke
Website: www.binsgroup.com

A member of Charterhouse



*ANNEX 3.23 Advice for Improvement of Implementation of the
Franchise Project*

Advice for Improvement of Implementation of the Franchise Project (1/2)

	Current Status	Issues to be Solved	Analysis for Solution	Specific Countermeasures
<p>B1: Method of Competitive Bidding for the Franchise Project and Selection Procedures of Successful Bidder</p>	<p>[Competitive Bidding for the Franchise Project] B1-1: Consultative meetings for all PSPs in Nairobi were held (FY2012: one time; Attendance: 60 PSPs, FY2013: 4 times; Attendance: 314 PSPs in total, FY2014: one time; Attendance: 60 PSPs.). B1-2: Prequalification (PQ) was announced in newspaper ads on 9 January 2014. B1-3: Competitive bidding was carried out for prequalified five (5) tenderers on 15 April 2014. The procedures of the tender are illustrated in Attachment-1. [Selection Procedures of Successful Bidder] B1-4: The selection of successful bidder was made in accordance with NCC's regulation; that is, Supply Chain Management Department, Evaluation Committee, Tender Committee, County Secretary and Legal Affairs Department evaluated independently based on the criteria described in the tender documents.</p>	<p>B1-1: Explanation in the consultative meetings for all PSPs in Nairobi was not enough. B1-2: It was pointed out that the duration between announcement and submission of PQ documents was too short. B1-3: The duration between announcement and submission of tender was too short as well. B1-4: Since the selection procedures of successful bidder were carried out in accordance with NCC's regulation, no problem can be seen. But, as shown in Attachment-1, the selection took quite long time and did not comply with the time schedule mentioned in the tender documents.</p>	<p>B1-1: It might be that NCC tends to look down on PSPs in general and has not listened to their opinions sincerely so far. B1-2: Considering the contents of PQ documents, the duration between announcement and submission of PQ documents might be short. B1-3: The duration between announcement and submission of tender may also be short. B1-4: In order to establish mutual trust between NCC and the residents or PSPs, it will be necessary for NCC to show their attitude that NCC always keep their promise.</p>	<p>B1-1: Same as Item A1-1. B1-2: NCC should extend the duration between announcement and submission of PQ documents from 2 weeks to at least 30 days in the next tender. B1-3: NCC should extend the duration between announcement and submission of tender to at least 30 days in the next tender. B1-4: NCC should conduct the implementation of franchise project as scheduled in the tender documents of the next tender.</p>
<p>B2: Identification of Duties and Rights of Franchisee</p>	<p>[Duties of Franchisee] B2-1: Business promotion for increase of customers. B2-2: Twice a week waste collection and transportation services. B2-3: Separate collection by using three different coloured plastic bags. B2-4: Three month grace period of payment for franchise fee. B2-5: Establishment of customer complaint desk. B2-6: Waste collection in low income areas by cross subsidy system. B2-7: Street sweeping in the project area. [Rights of Franchisee] B2-8: Elimination of illegal operators in the project area by NCC enforcement team. B2-9: Holding stakeholder meetings in the project area after commencement of the project to raise the public awareness by NCC.</p>	<p>B2-1: The business promotion has not been conducted sufficiently. B2-2: The waste collection and transportation services have not been carried out twice a week strictly. B2-3: Separate collection has not been implemented. B2-4: After the grace period, the franchise fee has not been paid for NCC. B2-5: The customer complaint desk has not been established. B2-6: Waste collection in low income areas by cross subsidy system has not been functioning. B2-7: Street sweeping in the project area has not been carried out. B2-8: NCC enforcement team has not eliminated illegal operators in the project area. B2-9: No stakeholder meetings in the project area after commencement of the project have been held by NCC.</p>	<p>B2-1: The franchisee cannot make up for the business promotion cost due to lack of income by the project. B2-2: The franchisee cannot follow the contract due to lack of income by the project. B2-3: ditto. B2-4: ditto. B2-5: ditto. B2-6: ditto. B2-7: ditto. B2-8: NCC has to suspend the enforcement because of the court order. B2-9: Strong commitment and leadership by NCC are lacking.</p>	<p>B2-1: NCC and the franchisee should work together to increase the number of customers by having meetings with large commercials and real estate agencies. B2-2: ditto. B2-3: ditto. B2-4: ditto. B2-5: ditto. B2-6: ditto. B2-7: ditto. B2-8: Same as Item A1-2. B2-9: Public awareness activities including use of media should be conducted immediately by NCC.</p>

Advice for Improvement of Implementation of the Franchise Project (2/2)

	Current Status	Issues to be Solved	Analysis for Solution	Specific Countermeasures
B3: Contract Period, Level of Waste Collection Tariff, Method of Tariff Collection, Level of Franchise Fee and Method of Fee Collection	<p>B3-1: Contract Period: 3 years.</p> <p>B3-2: Level of Waste Collection Tariff: Ksh. 800/month/household</p> <p>B3-3: Method of Tariff Collection: Franchisee collects the tariff.</p> <p>B3-4: Level of Franchise Fee: 15% of income.</p> <p>B3-5: Method of Fee Collection: Franchisee reports their financial situation every three month and pays 15% of their income.</p>	<p>B3-1: Depreciation of cost for collection vehicles and other equipment cannot be covered in three years.</p> <p>B3-2: Some residents say that Ksh. 800/month/household is too expensive.</p> <p>B3-3: Some residents refuse to pay for the tariff.</p> <p>B3-4: WEMAK says that 15% of income is too expensive.</p> <p>B3-5: The franchise fee has not been paid to NCC because the project is not going well.</p>	<p>B3-1: Considering the depreciation, the contract period should be extended to 5 to 7 years.</p> <p>B3-2: Based on the present level of waste collection charge, ie, Ksh. 500 to 1,200, and consideration of introduction of cross subsidy system, the level of Ksh. 800 will be reasonable. This level will be reviewed by analysis of the accounting report of franchisee.</p> <p>B3-3: The number of refusing customers will be decreasing in accordance with extension of the franchise system.</p> <p>B3-4: The franchise fee includes reduction amount of operation cost by efficient collection and transportation work through the new system; therefore, the fee is not borne by the residents only. This level will be also reviewed by analysis of the accounting report of franchisee as well.</p> <p>B3-5: NCC, SIFA and JET will work together to increase the number of customers and then make the project succeeded.</p>	<p>B3-1: In the next tender, NCC should revise the contract period to 5 to 7 years and add the right of termination of the contract based on the result of interim evaluation of franchisee after 3 years from the commencement of the project.</p> <p>B3-2: Continuous explanation of necessity of the waste tariff for the customers should be conducted by NCC and the franchisee. In addition, NCC should require the franchisee to submit their financial data.</p> <p>B3-3: ditto.</p> <p>B3-4: Continuous explanation of necessity of the franchise fee for the franchisee should be conducted by NCC. In addition, NCC should require the franchisee to submit their financial data.</p> <p>B3-5: Same as the above Item B1-1.</p>
B4: Details of Conditions of the Project, such as Target Population and Zoning, and Method of Modification of the Conditions	<p>B4-1: The franchise zone is decided based on that the population of one zone would be basically 150,000 to 300,000, and the population of each income level and physical boundary of the areas would also be considered.</p> <p>B4-2: The present boundary of each zone will be able to be modified in consideration of change of population and jurisdictional areas and so on.</p>	<p>B4-1: One of PSPs says that the current zone is too large.</p> <p>B4-2: The existing contract with SIFA cannot be modified.</p>	<p>B4-1: WEMAK member companies, especially small PSPs are reluctant to form a JV or subcontract a part of their job to the other PSPs. It might be better that the franchise zone will be downsized to fit the small PSPs.</p> <p>B4-2: If the zoning area becomes smaller, the cross subsidy system may not be functioning. So, it is necessary that the cross subsidy system itself will be modified.</p>	<p>B4-1: Same as Item A2-4.</p> <p>B4-2: NCC should consider modification of the concept of the cross subsidy system including introduction of small zoning areas.</p>

ANNEX 3.24 Franchise Tender Document Franchise Zone1

Westlands



**NAIROBI CITY COUNTY
DEPARTMENT OF ENVIRONMENT**

**BID DOCUMENT
(REQUEST FOR PROPOSAL)**

M/S

CONTRACT NCC/DOE/T/1017/2014-2015

**STREET SWEEPING, SOLID WASTE COLLECTION, TRANSPORTATION
AND DISPOSAL SERVICES
(FRANCHISE ZONE 1)**

2015

**COUNTY SECRETARY
NAIROBI CITY COUNTY
P.O.BOX 30075- 00100
NAIROBI**

**HEAD OF SUPPLY CHAIN
MANAGEMENT
CITY HALL ANNEX
1ST FLOOR**

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NAIROBI CITY COUNTY

Governor's office
Fax: 22217704
Telephone: 2224281
Email: governor@nairobi-city.go.ke
Web: www.nairobi-city.go.ke



City Hall
P.O. Box 30075-00100
Nairobi
Kenya

NCC/DOE/T/1017/2014-2015 – STREET SWEEPING, SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL in Westlands, Kitusuri, Parklands, Highridge, Muthaiga and Mathare (Franchise Zone 1) FOR PERIOD 2015/18

Interested eligible bidders may inspect and purchase a complete set of tender documents from the office of the Director of Procurement, First Floor, City Hall Annex upon payment of a non-refundable fee of Kenya Shillings One Thousand (Kshs. 1,000/=) Only.

The complete tender document in a plain sealed envelope clearly bearing only the tender number and title of the Contract should be deposited in the Tender Box placed at the corridor of 1st floor City Hall Annex addressed to: -

County Secretary
Nairobi City County,
P.O. Box 30075-00100

NAIROBI.

E-mail: adm@nairobi-city.org

Website: www.nairobi-city.org

So as to reach him on or before **12.00 Noon on Thursday, 28th May 2015.** The tenders will be opened soon thereafter at the Procurement Board Room, City Hall Annex, 1st Floor in the presence of bidders representatives who choose to attend.

Tenders must be accompanied by Tender Security in the form and amount specified in the Tender Documents.

Tenderers are requested to strictly abide by the requirements to avoid disqualification.

Nairobi City County is not bound to accept the lowest or any tender.

GODFFREY MWAKAGONGO
AG.COUNTY SECRETARY

DEFINITION OF TERMS

- a) Basic Unit Franchise Fee - The fifteen (15%) of current contractor's income calculated from waste charge.
- b) Bidder - Party that offers to contest for a tender.
- c) CBO - Community Based Organization: Institution consisting of members from the local community who engage in solid waste management activities.
- d) Collection Capacity - Demonstrated ability to collect waste from prospective clients.
- e) Compliance - Adherence to set rules and guidelines.
- f) Franchise fee - The fifteen (15%) of current contractor's **total** income of waste collection and transportation contract payable to the Procuring Entity every three month after the operation.
- g) Financial Proposal - Written offer expressing capacity to manage funds appropriately and honoring of financial obligation.
- h) Financial status - Statement depicting how funds have been managed.
- i) Franchise System - A model whereby a successful tenderer is awarded a definite and exclusive contract to provide a defined service in a specific area.
- j) Franchisee - The party that will be awarded the tender to serve zone 7.
- k) Joint Venture - A business agreement in which the parties pool resources and work together for a finite time.
- l) Lead Partner - Principal party in a joint venture.
- m) NEMA - National Environment Management Authority
- n) Partner - One of the parties in a joint venture.
- o) Pre-qualification - Initial evaluation of a party's capacity to contest in the bid.
- p) PSP - Private Service Provider for solid waste collection, transportation and disposal.

- q) Recyclables - Waste items that can be transformed into usable products.
- r) Segregation at Source - Separation of waste into defined categories at the point of production.
- s) Solid Waste Collection - Transfer of solid waste from designated /undesignated collection points to the assigned solid waste collection truck.
- t) Solid Waste Disposal - Finally getting rid of solid waste in the designated site.
- u) Solid Waste - Municipal solid waste including waste from households, businesses and institutions, construction and demolition waste in small quantities, general solid wastes from hospitals (excluding hazardous wastes), waste from smaller industries that is not classified as hazardous, and wastes from streets, public areas and open drains. It is not concerned with wastes from agriculture, larger industries or the mining industries which normally handle their own wastes.
- v) Street sweeping - Removal of solid wastes e.g. silt, litter, pebbles etc. from public roads i.e. way levees, streets, highways, avenues, alleys and other pathway for public use.
- w) Solid Waste Transportation - Transfer of solid waste from the collection points to the final disposal site.
- x) Technical Proposal - Written offer expressing capacity in terms of special skills, knowledge and mechanics.
- y) TOR - Terms of Reference which explains the objectives, scope of work, activities, and respective responsibilities of the party involved in Nairobi City County and the Bidder, and expected contract result and deliverables.
- z) Tenderer - A party that offers a tender to serve the franchise zone 7
- aa) Zone 1 - One of the zones in Nairobi consisting of Westlands, Kitusuri, Parklands, Highridge, Muthaiga and Mathare; that has been selected to pilot the franchising system of waste collection and transportation
- bb) Zoning - Division of the County into particular sections based on socio-economic characteristics

SECTION I INSTRUCTIONS TO BIDDERS

A. GENERAL

I.A.1 Bid Schedule

The schedule for the execution of this bid and the implementation of the inspection of bidder's offices/premises and vehicles during the evaluation are as follows:-

- i) Release of Bid Document (Request for Proposal): **Wednesday, 13th, 2015**
- ii) Deadline for submitting Bids: **Thursday, 28th May 2015**
- iii) Deadline for evaluation of Bids: **Wednesday, 10th June, 2015**
- iv) Signing of contract: **Friday, 19th June, 2015**
- v) Deadline for submitting Final Work Plan: **Friday, 26th June, 2015**
- vi) Commencement of Franchise System: **Wednesday, 1st July, 2015**

I.A.2 Eligible Bidders

To be eligible to respond to this tender, the Bidder must demonstrate that they or the principals assigned to the project, are fully licensed to do work of this nature and should also submit the completed Bidder's Questionnaire, Qualification Information & Form of Bid included with this tender. The **Nairobi City County** reserves the right to visit Contractor's site(s) to inspect equipment, facilities and licenses to determine if the Bidder has the required resources, is legally licensed and is qualified to perform the work as described in this tender.

I.A.3 Association of Joint Venture

While preparing the technical proposal, the Bidder should attend the following:

- i) For a proposal, a pre-qualified Bidder may boost its capacity for the assignment by
 - a) association with non-pre-qualified firms, with the Bidder as the lead firm and solely liable under the contract; or
 - b) forming a joint venture with non-pre-qualified firms, with the Bidder and the partners of the joint venture jointly and severally liable under the contract.

If the Bidder constitutes a joint venture, the Bidder submits **(i) a copy of the joint venture agreement with its technical and financial proposals** and **(ii) a power of attorney** (executed by all partners) that authorises the designated lead partner of the joint venture to act for the joint venture and to legally bind such joint venture in any contractual or similar documentation. Any joint venture agreement and joint venture power of attorney is attached to the Bidder's technical and financial proposals.

- ii) A pre-qualified Bidder (including any joint venture partner) can associate with another pre-qualified Bidder.
- iii) A pre-qualified Bidder, for a joint venture or an association (i.e., lead firm and sub-contractors), may broaden its capacity by adding additional partners or associates/sub-contractors, subject to the restrictions in (b) above, in its proposal.

- iv) The joint venture agreement identifies the lead partner. All partners in a joint venture sign the proposal unless the lead partner is nominated to do so in the power of attorney.
- v) If the Bidder form a joint venture or association with non-pre-qualified firms, the non-pre-qualified firms **MUST** submit the following documents in the technical proposal (**see Schedule 1, under Section V Schedule of Requirements**):
 - a) Current Year Single Business Permit for the firm bidding;
 - b) PIN Certificate of the firm bidding;
 - c) Certificate of incorporation of the firm bidding;(Certified by the Commissioner of oaths)
 - d) VAT certificate of the firm bidding; (Certified by the Commissioner of oaths)
 - e) Valid license to transport waste and acknowledgement of waste license application/license payment for vehicle registration number from NCC; and
 - f) NEMA Clearances. (Certified by the Commissioner of oaths)

I.A.4 Bidder's Memorandum

All bidders shall provide in **Section V Schedule of Requirements** and be evaluated in combination with technical and financial proposal.

I.A.5 One Bid per Bidder

Each Bidder shall submit one bid for Franchise Zone 1.

I.A.6 Cost of Bidding

The Bidder shall bear all the costs associated with the preparation and submission of its bid and the **Nairobi City County** hereinafter referred to as the "Procuring Entity" or "The County" will in no case be responsible for those costs, regardless of the conduct or outcome of the Biding process.

I.A.7 Site Visit

The Bidder, at the bidders own responsibility and risk is encouraged to visit and examine the site of required services and its surrounding areas, such as Dandora dumpsite and obtain all information that may be necessary for preparing the bid and entering into a contract for the services. The costs of visiting the site shall be at the bidders own expense.

B. BIDDING DOCUMENT

I.B.1 Contents of Bidding Document

The Bid document comprises the documents listed here below together with any addenda and amendments issued in accordance with conditions set herein:-

- i) Form of invitation to Bid (Tender Notice)
- ii) Instructions to Bidders
- iii) Terms of Reference
- iv) General Conditions of Contract
- v) Special Conditions of Contract
- vi) Schedule of Requirements _____

The Bidder is expected to examine carefully all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding document in every respect will be at the Bidder's risk and may result in rejection of its bid.

I.B.2 Clarification of Bidding Documents

A prospective bidder requiring any clarification of the Bid documents may notify the "Procuring Entity" in writing or by telephone or facsimile at the Procuring Entity's mailing address indicated in the Tender Notice. The Procuring Entity will respond in writing to any request(s) for clarification that it receives earlier than seven (7) days prior to the deadline for submission of Bids.

Written copies of the Procuring Entity's response(s) (including an explanation of the query but without identifying the source of the inquiry) will be sent to all prospective Bidders that have purchased and received the Bid documents.

I.B.3 Amendments of Bidding Documents

At any time prior to the deadline for submission of Bids, the Procuring Entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid documents by issuing addendum.

Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum to the Procuring Entity by signing on every page and returning a copy of the same to the **Head of Supply Chain Management** before opening of bids. Each addendum shall be firmly attached to the bidding document when returning the same to the Procuring Entity.

To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids the procuring entity may, at its discretion extend the deadline for the submission of Bids.

C. PREPARATION OF BIDS

I.C.1 Language of Bid

The Bid and all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity shall be written in the English Language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in another language provided they are accompanied by an appropriate translation of pertinent passages in the above stated language. For the purpose of interpretation, the English language shall prevail.

I.C.2 Bid Prices

The Bidder shall indicate on the appropriate price schedule the unit prices for the services it proposes to charge under the Contract in accordance with **Clause II.B.5**.

Bidders are required to insert the appropriate rate of Value Added Tax (VAT) in force at the time of Bidding.

I.C.3 Currencies of Bid

Bids shall be priced in Kenya shillings.

I.C.4 Prices Adjustment

Prices for all services provided under this contract shall remain fixed for the three-year term of the Contract after which they may be subject to review.

I.C.5 Bid Validity

The Bid shall remain valid for a period of ninety (90) days from the specified date of Bid closing. A Bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

In exceptional circumstances prior to expiry of the bid validity period, the Procuring Entity may request that the Bidders extend the period of validity for a specified additional period. The request and the Bidders responses shall be made in writing. A Bidder may refuse the request without forfeiting its bid security. A Bidder agreeing to the request will not be required nor permitted to modify his Bid, but will be required to extend the validity of his Bid Security correspondingly.

I.C.6 Bid Security

The Bidder shall furnish as part of its bid, a **bid security** in the amount of **Kshs. 1,000,000** either in form of bank guarantee or bankers cheque payable to the **Nairobi City County**, valid for at least **120 days** from date of bid opening.

The Bid Security **MUST** be submitted together with the Bid when depositing in the Tender Box at the entrance to the Director of Procurement's office, City Hall Annex, First Floor, Room 105.

The Procuring Entity will reject any Bid not accompanied by an acceptable Bid security as non-responsive.

Bid securities of unsuccessful bidders will be discharged/ returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of Bid validity prescribed by the Procuring Entity.

The successful Bidder's bid security will be discharged upon the Bidder signing the Contract and furnishing the required performance security.

The Bid security may be forfeited.

- i) If the Bidder withdraws its Bid after Bid opening during the period of Bid validity or
- ii) In the case of a successful Bidder, if it fails within the specified time limit to:-
 - a) Sign the Contract in accordance with **Clause I.F.7** of instructions to Bidders.
 - b) Furnish the necessary performance security in accordance with **Clause I.F.8** of instructions to Bidders.

I.C.7 Format and Signing of Bids

The Bidder shall prepare two copies of the Bid, clearly marking each "**ORIGINAL BID**" and "**COPY OF BID**" as appropriate. In the event of any discrepancy between them, the original shall prevail.

The original and copies of the Bid shall be typed or written in **indelible ink** and shall be signed by the Bidders or a person or persons duly authorized to bind the Bidder to the Contract. Proof of authorization shall be furnished in the form of a written power of attorney which shall accompany the Bid. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.

The complete Bid shall have no interlineations or erasures or overwriting except as necessary to correct errors made by the Bidder in which case such **corrections shall be initialed by the persons signing the Bid.**

I.C.8 Duration of Services

The Contract shall run for a period of **three (3) years** effective from the date the award letter is issued and the contractor has accepted the award in writing. This award letter is a form of contract; however, it does not exempt any contractor from signing the contract agreement.

This Contract may be terminated before the expiry of the three (3) year period. In such an event, the Contractor will be informed in good time (2 months in advance) and in writing.

In the event that this Contract may be extended beyond the Contract period, then the Contractor would be informed by the Procuring Entity in writing and such an extension shall not exceed ninety (90) days.

D. SUBMISSION OF BIDS

I.D.1 Sealing and Marking of Bids

The Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelope as “ORIGINAL” and “COPY”. The envelopes shall then be sealed in an outer envelope.

The outer envelope shall:

- i) be addressed to the:-
County Secretary,
Nairobi City County,
P.O. Box 30075 - 00100
Nairobi.
- ii) bear the following identification only:
STREET SWEEPING, SOLID WASTE COLLECTION AND DISPOSAL SERVICES – FRANCHISE ZONE 1
And the words
DO NOT OPEN BEFORE AT 12.00 noon on Thursday, 28th May 2015 as per Bid Notice.

The inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared “Late”.

If the outer envelope is not sealed and marked as instructed above, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the Bid. A Bid opened prematurely for this cause will be rejected by the Procuring Entity and returned to the Bidder.

I.D.2 Deadline for Submission of Bids

Bids must be received by the Procuring Entity at the address specified above not later than **AT 12.00 noon on Thursday, 28th May 2015** (as per Bid notice herein.)

The Procuring Entity may, at its discretion, extend the deadline for the submission of Bids by amending the Bid documents in accordance with **Clause I.B.3** in which case all

rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

I.D.3 Late Bids

Any Bid received by the Procuring Entity after the deadline prescribed in **Clause I.D.2** will be returned unopened to the Bidder.

I.D.4 Modification and Withdrawal of Bids

The Bidder may modify and withdraw his bid submission provided that written notice of the modification or withdrawal is received by the Procuring Entity prior to the prescribed deadline for submission of bids.

The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with provisions for the submission of Bids as stipulated under **Clause I.D.1** above. A withdrawal notice may also be sent by telex or cable but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.

No Bid may be modified after the deadline for submission of Bids.

No Bid may be withdrawn in the interval between the deadline for submission of Bids and the period of Bid validity specified by the Bidder on the Bid form. Withdrawal of Bid during this interval may result in the Bidder's forfeiture of his Bid security.

E. BID OPENING AND EVALUATION

I.E.1 Opening of Bids

The Procuring Entity will open all Bids in the presence of Bidders' representatives who choose to attend at City Hall on the date, place and time given on the Bid Notice herein.

The Bidders' representatives who are present shall sign a register evidencing their attendance.

Bidders' names, Bid modifications or withdrawals, Bid prices and the presence or absence of required Bid security and such other details as the procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

The Procuring Entity will prepare minutes of the Bid opening.

I.E.2 Process to be Confidential

After the public opening of Bids, information relating to the examination, clarification, evaluation and comparisons of Bids and recommendations concerning the award of Bid shall not be disclosed to Bidders or other persons not officially concerned with such process until the award of Bid is announced.

Any effort by the bidder to influence the Procuring Entity in the process of examination, classification, evaluation, comparison of bids and decision concerning award of contract shall result in the rejection of its bid.

I.E.3 Clarification of Bids

To assist in the examination, evaluation and comparison of Bids, the Procuring Entity may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

I.E.4 Examination of Bids and Determination of Responsiveness

Prior to the detailed evaluation of bids, the Procuring Entity will determine whether each bid is substantially responsive to the requirements of the bidding documents.

For the purpose of this Clause, a substantially responsive bid is one, which conforms to all the terms, conditions and specifications of the bidding documents without material deviation or reservation. A material deviation or reservation is one that affects in any substantial way the price, scope, quality, completion, timing or administration of the works to be undertaken by the bidder under the contract. Or which in any substantial way is inconsistent with the bidding documents, the Procuring Entity's rights or the bidder's obligations under the contract and the rectification of which would affect unfairly the competitive position of other bidders who have presented substantially responsive bids at reasonable price.

A bid determined to be substantially non-responsive will be rejected by the Procuring Entity and will not subsequently be made responsive by the bidder by way of correction of the non-conformity.

The Procuring Entity may accept any non-material deviation or reservation provided that the acceptance thereof does not prejudice or affect the relative ranking order of any bidder in the evaluation of bids.

I.E.5 Correction of Errors

Bids determined to be substantially responsive will be checked by the Procuring Entity for any arithmetical errors in computation and summation. The Procuring Entity will correct errors as follows:

- iii) Where there is discrepancy between amounts in figures and in words, the amount in words will prevail;
- ii) Where there is discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the Procuring Entity there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern; and
- iii) In the event that as a result of checking the arithmetical errors, the multiplication of unit rates, the quantities and the summation, the Corrected Bid Price differs from the Quoted Bid Price by the Bidder, the correction by the Procuring Entity shall prevail.

If the bid is corrected for arithmetic errors and a bidder does not accept the correction of the said errors as outlined above, the bid will be rejected.

I.E.6 Evaluation and Comparison of Bids

The Procuring Entity will evaluate and compare only those bids determined to be substantially responsive to the requirements of the bid documents.

The evaluation of bid by the Procuring Entity will take into account, in addition to the Bid amounts, the following factors:

- i) Arithmetic errors corrected by the procuring entity in accordance with relevant clause herein;
- ii) Non-material deviations from or reservations to the Bid documents that are quantifiable; and,

- iii) Such other factors of a Technical, Financial, Contractual or Administrative nature that the Procuring Entity considers may have a significant impact on Bid execution price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.

Offers, deviations and other factors that are in excess of the requirements of the Bid or otherwise result in the accrual of unsolicited benefits to the procuring entity shall not be taken into account in Bid evaluation.

I.E.7 Evaluation Methodology

The Bids evaluation committee will evaluate Bidders in terms of technical proposal and financial proposal. The ratio of technical and financial evaluation shall be 70 and 30 respectively. Procuring Entity will take into consideration when awarding the contract the sum of the scores for each criterion. The following two requirements carry a 100% maximum score with a cut off score of 65%.

I.E.8 Evaluation Criteria of Technical Proposals

Requirements/Criteria shall be evaluated in accordance with the following listing and the weights assigned to each criteria:

- i) **Personnel: 25%**
- ii) **Head Office Backup: 5%**
- iii) **Work plan: 60%**
- iv) **Experience, past performance, references and bidder capability: 10%**

A. BID TECHNICAL EVALUATION MATRIX

No	Description of Criteria	Max Score	Requirements	Evaluated as	Score
1.	PERSONNEL (25)				
	Qualification of key personnel to be deployed indicating the minimum academic qualification and experience. Clause IV.3 and IV.4, Section IV Special Conditions of Contract		See Schedule 4, Section V Schedule of Requirements		
	Project Management (10 marks)				
	(i) Academic qualifications and CV's attached	3	Attach copies of academic Certificate(s) and CV's	Ph D Master's Bachelor's & Others	3 2 1
	(ii) Professional qualification	2	-ditto-	Yes No	2 0
	(iii) Previous experience	5	Years of experience • Same projects (i.e., Street Sweeping waste collection & transportation work)	More than 5 years 5 – 3 years 3 – 1 years More than 5	5 4 3 2

No	Description of Criteria	Max Score	Requirements	Evaluated as	Score
			<ul style="list-style-type: none"> Similar projects (related to cleansing & renovation work) 	years 5 – 3 years None	1 0
	Supervisors Experience of supervisors.	8	Years of experience <ul style="list-style-type: none"> Same projects (i.e., waste collection & transportation work) 	More than 5 years 5-4 years 3-1 years Less than 1 year	8 4 2 0
	Drivers Experience of drivers.	7	Valid driving licence and minimum of 3 year experience	5-4 years 3-1 years Less than 1 year	7 3 0
2.	HEAD OFFICE BACKUP (5)				
	Evidence of physical address of the Head Office Clause IV.1, Section IV Special Conditions of Contract	2	Attach copies of title, lease or rental agreement See Schedule 5	Yes No	2 0
	Establishment of a complaint and public liaison office (3 marks) Clause IV.9	2	Name, title and contacts of a person in charge of the office	Yes No	2 0
		1	Organisational chart of the office	Yes No	1 0
3.	WORK PLAN (60)				
	Comprehensive Street Sweeping, Waste Collection and Transportation Plan Clause I.E.12		See Schedule 6		
	Allocation plan of Street Sweeping, waste collection and transportation vehicles and crews to cover within Zone 1	10	Suitability of numbers and type of vehicles and other equipment and crews proposed depending on the area.	V good Good Fair Poor	10 6 3 0
	Collection and transportation route (12 marks) Clause IV.14	6	Map to be attached	Yes No	6 0
		6	Appropriateness of the route(distance, traffic and time taken)	Good Fair Poor	6 2 0

No	Description of Criteria	Max Score	Requirements	Evaluated as	Score
	Methodology of collection of waste charges	10	Appropriateness of method of the collection depending on areas to be covered	V. Good Good Satisfactory Poor	10 6 3 0
	Management and monitoring of Street Sweeping , waste collection and transportation work(monitors tools,schedules,plans and reporting formats)	8	Appropriateness of management and monitoring plans depending on areas to be covered	V. good Good Satisfactory Poor	8 4 2 0
	Action Plan from the Signing of the Contract to the Commencement of the Pilot Project- (Mobilization) Clause I.F.7 (20)				
	What kind of actions will be needed	4	Description of what kind of actions will be needed	Good Satisfactory Poor	4 2 0
	How these actions will be carried out	4	Description of how these actions will be carried out	Good Satisfactory Poor	4 2 0
	When these actions will be made	4	Description of when these actions will be made	Good Satisfactory Poor	4 2 0
	Who will conduct these actions	4	Description of who will be conducted these actions	Good Satisfactory Poor	4 2 0
	Time frame of the action plans	4	Chart of the time frame	Good Satisfactory Poor	4 2 0
4.	EXPERIENCE (10)				
	Experience that the firm has been providing Street Sweeping , solid waste collection services or as other contracts (8 marks) Schedule 7	5	Number of letters of reference from county government or any other local authority or client (original)	More than 3 letters 3 – 1 Nil	5 3 0

No	Description of Criteria	Max Score	Requirements	Evaluated as	Score
		3	Number of letters of award completion certificate from county government or any other local authority or client (copies)	More than 3 letters 2 letters 1 letter Nil	3 2 1 0
	Current commitments Schedule 7	2	Copies of contract agreements	Yes No	2 1
	TOTAL TECHNICALSCORE (1+2+3+4)	100			

I.E.9 Evaluation Criteria of Financial Proposals

The Bids evaluation committee will evaluate the financial proposals' responsiveness to the TOR, applying the evaluation criteria as stated in **Sub Clause (i) & (ii) below**. Each responsive proposal receives a financial score.

Requirements/Criteria shall be evaluated in accordance with the following listing and the weights assigned to each criteria:

- v) **Financial status: 50%**
- vi) **Proposed waste charge payable to franchisee by waste generators: 50%**

B. BID FINANCIAL EVALUATION MATRIX

No	Description of Criteria	Max Score	Requirements	Amount in Ksh.	Score
1	Financial Status (Certified Audited accounts by commissioner of oath & Certified bank statement for at least 2 years by the bank: 2012/2013 & 2013/2014)	50	Turnover	5-7.5 Million 7.6-10 Million 11-15 Million >15 Million	10 20 30 50
2	Proposed waste charge payable to franchisee by waste generators (50)				50
	Street Sweeping and waste Collection from Households	10	Charge per month collection	Above 800 701-800 601-700 501-600 500 and below	1 3 6 9 10

No	Description of Criteria	Max Score	Requirements	Amount in Ksh.	Score	
	Street Sweeping and waste Collection from Public facilities	10	Charge per liner bag collection	Above 100	1	
				80-100	3	
				60-80	6	
				50-60	9	
				Below 50	10	
	Waste Collection from Public markets	10	Charge per ton	Above 600	1	
				501-600	3	
				351-500	6	
				201-350	9	
				200 and Below	10	
	Collection from Designated CBO's Holding points (Franchise Zone)	10	Charge per tonne collection	Above 2000	1	
				1501-2000	3	
				1001-1500	6	
				500-1000	9	
				Below 500	10	
	Street Sweeping and waste Collection from Commercial Establishments	2.5	Collection per 70 litres container	Above 400	1.5	
Below 400				2.5		
2.5				Collection per 120 litres container	Above 700	1.5
					Below 700	2.5
					2.5	Collection per 240 litres container
Below 1200	2.5					
2.5	Collection per 360 litres container	Above 1600	1.5			
		Below 1600	2.5			
TOTAL FINANCIAL SCORE (1+2)		100				

A-Technical Score

B-Financial Score

I.E.10 Ranking

In order to ensure technical to financial score ratio is maintained at 70% to 30% respectively, computation of the final score will be done using the formula indicated below:-

$$\text{Final Score (\%)} = \frac{\text{Total Financial Score} \times 30}{100} + \frac{\text{Total Technical Score} \times 70}{100}$$

After such final ranking, the first-ranked bidder will be invited for contract negotiations.

In the event that the first-ranked bidder declines or negotiation on the offer fails, then the second-ranked bidder will be invited and if need be any other evaluated and ranked bidder thereafter.

I.E.11 Head Office Backup

The Bidders shall organize and operate a backup support by their head office. The backup support shall function as measures against sudden incidents, response to urgent request from customers through establishment of a complaint and public liaison office as stipulated in **Clause IV.9**, alternation of waste collection and transportation plan, allocation of urgent expenses, and so forth.

I.E.12 Contents of Work Plan

The Bidders shall submit a Work Plan in the technical proposal. The contents of the Work Plan shall include at least but not limited to the following:

i) Comprehensive Waste Collection and Transportation Plan

The plan should present how to organize collection and transportation crews, allocate their resources, operate the collection and transportation, work with proper collection route maps, set up the frequency of collection, collect waste charges, and monitor their performance under the implementation of the project described in **Section II Terms of Reference**.

ii) Action Plans from the Signing of the Contract to the Commencement of the project

The Bidders should also present any actions required for start-up of the PP. The Action Plans should mention clearly what kind of actions will be needed, how these actions will be carried out, when these actions will be made, who will be conducted these actions in order of appropriate time frame. It is recommended to use proper charts and tables for better understanding of the plans.

I.E.13 Inspections of Bidders Premises and Vehicles

The Procuring Entity or its representative shall have the right to visit the bidder's premises to inspect the vehicles to confirm their conformity to the contract specifications during the evaluation.

The inspections shall be conducted on the premises of the bidder or its subcontractor(s). If conducted on the premises of the bidder or its subcontractor(s), all reasonable facilities and assistance, including access to vehicle data, shall be furnished to the evaluators at no charge to the Procuring Entity.

I.E.14 Preference for Domestic Bidders

Domestic bidders shall not be eligible for any margin of preference in Bid evaluation.

I.E.15 Minority or Women Business Enterprises (MBE/WBE) Participation

It is the desire of the **Nairobi City County (NCC)** to increase the participation of minority or women-owned businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Bidders are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If bidders are considering minority or women owned enterprises participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a bidder is considered for award, he will be asked to meet with NCC staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

F. AWARD OF CONTRACT

I.F.1 Negotiations

Subject to any amendment, negotiations are held after the Bids evaluation committee. The date and the venue of negotiations will be communicated to the first-ranked bidder from the Procuring Entity at the time of the Bids evaluation committee. Representatives conducting negotiations for the bidder must have written authority to negotiate and conclude a contract.

I.F.2 Technical Negotiations

Negotiations include a discussion of the technical proposal, the proposed work plan with a waste collection and transportation plan and schedule, organization and personnel, and any bidder's suggestions to improve the TOR. The Procuring Entity and the bidder finalize the TOR.

I.F.3 Financial Negotiations

The financial negotiations include a discussion of the proposed waste charges, and the method of collection of the charges and payment of the Franchise Fee. The quantities of expected customers may be increased or decreased from the estimation shown or otherwise agreed in the financial proposal.

I.F.4 Procuring Entity's Right to Accept or Reject Any or All Bids

The Procuring Entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the procuring entity's action.

The Procuring Entity reserves the right at the time of Contract award to increase or decrease the quantity of services originally specified in the schedule of requirements without any change in unit price or other terms and conditions. This will be variation of the scope/quantity that is only limited to 10% of the contract amount.

I.F.5 Conclusion of the Negotiations

Negotiations conclude with a review of the draft contract. To complete negotiations, the Procuring Entity awards the contract to the selected bidder. If negotiations fail, the Procuring Entity invites the next-ranked bidder depending on the selection method to negotiate a contract.

I.F.6 Notification of Award

Prior to the expiration of the period of tender validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted.

The notification of award will signify the formation of the contract subject to the signing of the Contract between the bidder and the Procuring Entity pursuant to **Clause I.F.7**. Simultaneously the other bidders shall be notified that their bids were not successful.

Upon the successful Bidder's furnishing of the performance security pursuant to **Clause I.F.8**, the Procuring Entity will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to **Clause I.C.6**.

I.F.7 Signing of Contract

At the same time as the Procuring Entity notifies the successful Bidder that its Bid has been accepted, the procuring entity will send the Bidder the Contract form provided in the Bid documents, incorporating all agreements between the parties.

Upon expiry of fourteen (14) days of receipt of the Contract form the successful Bidder shall sign the Contract and return it to the Procuring Entity.

The contract will be definitive upon its signature by the two parties.

The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

I.F.8 Performance Security

Within thirty (30) days of receipt of the notification of Contract award, the successful Bidder shall furnish the Procuring Entity with the performance security in the sum of **Kshs. 1,000,000.00**. The performance security shall be a Bank guarantee, cash or bankers cheque payable to the **Nairobi City County**.

The form of performance security provided in the Bid documents may be used or some other form acceptable to the Procuring Entity provided that such other format incorporates all conditions contained in the form provided herein.

The proceeds of the performance security shall be payable to the procuring entity as compensation for any loss resulting from the Bidders failure to complete its obligations under the Contract (including hire of equipments / vehicles if the Bidder fails to execute the Contract.)

The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the Bidders' performance obligation under the Contract.

I.F.9 Corrupt or Fraudulent Practices

The Procuring Entity requires that Bidders observe the highest standard of ethics during the procurement process and execution of Contracts. A bidder shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

The Procuring Entity will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question.

Further a Bidder who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in Public Procurement in Kenya.

I.F.10 Discounts Offered and Nil Included Rates

The Bidders are reminded that no 'nil' or 'included' rates or 'lump sum' discounts will be accepted. The rates for various items should include discounts if any.

I.F.11 Sub Contracting

Bidders are referred to **Clause III.7** of the General Conditions of Contract herein.

I.F.12 Prevention of Corruption

The Procuring Entity reserves the right to cancel and to recover from the Bidder the amount or any loss from such cancellation.

If the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or for bearing to do so

or having done or forborne to do action in relation to obtaining or execution of the Contract with the Procuring Entity, or for showing or for bearing to show favor to any person in relation to the Contract or to any other Contract with the Procuring Entity, or if the like acts have been done by any person employed by such Contractor or acting on his behalf (with or without the knowledge of the Contractor) or if in relation to any Contract with the Procuring Entity the Contractor or any person employed by him or acts on his behalf shall have committed an offence under Prevention of Corruption Act.

SECTION II TERMS OF REFERENCE

A. GENERAL

II.A.1 Outline of the Franchise System

The franchise system is designed to provide a waste collection and transportation framework that allows for a critical mass of collection points to create efficiency by granting to one successful tenderer with raising public awareness on proper solid waste management. The successful tenderer or “Franchisee” shall be a single private service provider (hereinafter referred to as “PSP”) or a single joint venture (hereinafter referred to as “JV”) that is the exclusive authority to provide waste collection and transportation services in three designated area which are; Westlands, Kitusuri, Parklands, Highridge, Muthaiga and Mathare (Franchise Zone 1).

II.A.2 Background of the Pilot Project

The City of Nairobi is the capital of the Republic of Kenya. It is the largest administrative, commercial and industrial centre of the country and has been experiencing rapid urbanization due, largely, to the migration from rural areas and the natural increase of population. The population of the city in 2009 was estimated at 3.14 million, and it is predicted to reach 5.94 million by the year 2030.

The establishment of a proper solid waste management system is therefore an urgent issue requiring prompt resolution. The final disposal site at Dandora, an open dumping type landfill with a capacity of 500,000 cubic metres (m³) has already received 1.8 million m³ and this has a detrimental effect on the surrounding environment. In addition, the solid waste management done by the city is insufficient and does not cover the collection of solid wastes generated at present, especially, in low income residential areas. The situation has been creating serious problems in hygiene, as well as environmental and aesthetic conditions to the people of Nairobi City.

Kenya Vision 2030 is the country’s new development blueprint covering the period 2008 to 2030. It aims to transform Kenya into a newly industrialised “middle-income country providing a high quality life to all its citizens by the year 2030.” The Vision was developed through an all-inclusive and participatory stakeholder consultative process, involving Kenyans from all parts of the country. It also benefited from suggestions by some of the leading local and international experts on how the newly industrialising countries around the world have made the leap from poverty to widely-shared prosperity and equity.

Kenya Vision 2030 is divided into three fundamental pillars: the Economic, Social and Political pillars. The social pillar aims at realising a just and cohesive society enjoying equitable social development in a clean and secure environment, and it envisions Kenya becoming a nation that has a clean, secure and sustainable environment by 2030. So as to realise this strategy, the document explains that one of the specific strategies is to improve pollution and waste management.

On the other hand, based on its guidelines for aid in Kenya which focus on “environmental conservation,” the Government of Japan (hereinafter referred to as “GOJ”) has been providing assistance for the improvement of urban sanitation and environment to ensure urban hygiene and protect water quality in the face of the pollution of lakes and rivers arising from the increased of urban effluent and industrial

wastewater and the increased amount of waste due to urbanisation. The GOJ had conducted three technical assistance programmes; namely, The Study on Solid Waste Management in Nairobi City in the Republic of Kenya in 1998 to formulate a master plan; The Preparatory Survey on Integrated Solid Waste Management in Nairobi City in the Republic of Kenya in 2010 to update the master plan; and The Preparatory Survey (F/S) on Nairobi Solid Waste Management Project in the Republic of Kenya in 2011 to confirm the feasibility of the project consisting of the decommissioning of the Dandora dumpsite, construction of a new landfill site at Ruai and procurement of waste collection vehicles and thus facilitate its qualification for financing under a Japanese Yen loan.

The collection and transportation of municipal solid waste is presently implemented by the Nairobi City County (hereinafter referred to as “NCC”) as the executing agency for SWM in Nairobi, subcontractors of NCC and private service providers (hereinafter referred to as “PSP”). The revised master plan formulated in 2010 proposes that waste collection and transportation shall be improved with the involvement of private sector and community-based organisations (CBOs) in slum areas, and financial accountability shall be made transparent with the creation of the solid waste management (SWM) special account to improve NCC’s financial management of waste collection and transportation.

The Ministry of Local Government of the Government of Kenya (hereinafter referred to as “GOK”) had authorised this revised master plan as the Master Plan of SWM of Nairobi. To materialise the revised master plan, NCC had requested the GOJ to provide technical assistance to carry out the Project for Capacity Development of Solid Waste Management of Nairobi City as a Japanese loan project. In response to the request, the Japan International Cooperation Agency (hereinafter referred to as “JICA”), the official agency responsible for the implementation of technical cooperation programmes of the GOJ, dispatched a survey mission in August 2011 for the purpose of confirming the details of the Project, which were later agreed upon with the GOK. This Pilot Project for Introduction of Franchise System and Heightening of Public Awareness (hereinafter referred to as “PP”) will be carried out as one of activities to develop capacity of NCC personnel and finally to expand the waste collection and transportation services in Nairobi City.

II.A.3 Principles of the Franchise Project

The revised master plan advises that the franchise system for waste collection and transportation in the city should be introduced through a stepwise and gradual manner to avoid the long-term contract risks. In addition, the area subject to the project selected based on a zoning concept is the bottom line to carry out the project. To execute the franchise system well by assuring reasonable profit of PSP, the zone covered with the project should be decided in consideration of the internal cross-subsidy system where revenue from high-income areas is transferred to the fund for the provision of solid waste management services in low-income areas is introduced.

II.A.4 Objective of the Franchise Project

The objective of the Franchise project is to enhance waste collection and transportation in the franchise zone, thereby contributing to improvement of sanitation standards in the City.

B.

C. RESPONSIBILITIES OF THE FRANCHISEE

II.B.1 Target Waste to be collected and transported

The Franchisee shall collect, transport and dispose waste discharged from the following sources:

- i) Households;
- ii) Restaurants;
- iii) Hotels;
- iv) Shops;
- v) Offices;
- vi) Schools (both Private and Public);
- vii) Public markets in Zone 1);
- viii) Other Public facilities (Parks, Social halls, Churches, etc.);
- ix) Road sweepings;
- x) Carcass of animals on the streets; and
- xi) Hedge and grass trimmings.

II.B.2 Road Sweeping

Road sweeping in all the roads in the pilot area will be as per guidelines provided by the technical officer in charge of solid waste management.

II.B.3 Waste Collection Time and Frequency

The Franchisee shall inform the customers of their collection schedule prior to the commencement of the operation. In addition, collection and transportation shall be conducted at least 2 times a week for residential areas, but collection from any other source will be done based on need and call. Waste disposal will only be done between 6 a.m. to 6 p.m.

II.B.4 Waste Bags and Containers

The County Government has adopted three colour coding system for waste containment. In this respect, the Franchisee shall provide appropriate number of liner bags or containers to their clients in three colours as detailed below:-

- i) Green liner bag/container : Organic waste
- ii) Blue liner bag/ container : Plastics and Papers
- iii) Brown liner bag/container : Others

Except for waste under **items (vii & x) of Clause II.B.1 above** where, the franchisee can innovate any other best way of containing.

Information including PSP Name, logo, Address, Phone number and any other that may be required from time to time must be clearly printed or marked on one side of the liner bags and the containers. For liner bags, the franchisee will have to provide those of at least 80 micron thickness measuring 70 cm by 100 cm. For the containers, the following will suffice depending on the needs of the clients: 70 litres; 120 litres; 240 litres and 360 litres.

The Franchisee shall prepare the appropriate number of liner bags or containers before the commencement of the PP and present one of them as a sample to NCC at least one

month before the commencement for NCC's approval.

II.B.5 Waste Charges

The Franchisee shall be responsible for collection of waste charges that will be set up depending on sources of discharged waste. The specific waste charges for each category and the method of collection shall be clearly described in the Financial Proposal as prescribed in **Clause 1.E.9** and Technical Proposal, **Clause 1.E.8** and respectively. The category that the Franchisee shall specify the respective waste charges in the technical proposal shall cover but not limited to the following:

- i) Households (High and Middle Income);
- ii) Households (Low Income);
- iii) Restaurants, Hotels, Shops, Offices, Private schools;
- iv) Public markets; and
- v) Public facilities (Public school, Social halls, Government Offices, etc.).

II.B.6 Franchise Fee

The Franchisee shall pay the Franchise Fee at fifteen percent (15%) of current contractor's total income of waste collection and transportation contract to the Procuring Entity every three month after the operation.

II.B.7 Unit Franchise Fee

For the purposes of this tender document, Unit Franchise Fee will be determined as fifteen (15%) of current contractor's income calculated from waste charge as indicated in **Schedule 10**.

II.B.8 License Fee

The Franchisee shall pay the following license fees to the Procuring Entity at the commencement of the operation:

- i) Security Bond Kshs. 500,000
- ii) Policy Document
- iii) Single Business License
- iv) Waste collection and transportation permit
- v) Any other legal payment deemed necessary

II.B.9 Ownership of Segregated Recyclable Waste

The Franchisee will have ownership of any recyclable waste segregated at source or by the Franchisee.

II.B.10 Duration of Franchise Contract

Duration of the contract will be three (3) years; that is, it starts **from... July 2015 and ends in ...June 2018**. If the Franchisee does not perform well, the Procuring Entity has the right to terminate the Contract.

II.B.11 Submission of Reports

The Franchisee shall submit two (2) kinds of reports to the Procuring Entity as shown in the following contents and deadlines:

- i) Monthly Report
 - a) Contents of Monthly Report should include the number of contracted households, commercials, public institutions, and so on, the amount of waste to be collected and transported, the amount of collected waste charges for each category, collection efficiency (the number of customers who have paid for the waste charges divided by the number of total contracted customers), claims from customers and NCC, a plan for the next month, and comparison between records of the previous month and this month.
 - b) The Monthly Report shall be submitted on and before 10th of every month to the Director of Environment.
- ii) Annual Report
 - a) Contents of Annual Report should include all information of Monthly Report with analysis of the monthly projection of each category. In addition, a balance sheet, statement of profit and loss, cash flow statement for the respective year shall be made and attached in the Annual Report. Based on these financial statements, the Franchisee shall conduct Break-Even Point Analysis and state its result in the Report. All claims shall also be presented in the Report clearly in categorizing into main issues with their responses and measures to prevent from receiving the same claims in the future.
 - b) The Annual Report shall be submitted within 10 days after end of the Contract period to the Director of Environment.

II.B.12 Establishment of Complaint and Public Liaison Office

The Franchisee shall establish and operate a complaint and public liaison office as stated in **Clause IV.9, Special Conditions of Contract**.

II.B.13 Status of the Current Authority Letter (Existing License)

Any authority letter for waste collection in Westlands, Kitusuri, Parklands, Highridge, Muthaiga and Mathare will not be renewed for 2015. No PSP except for the Franchisee shall implement the waste collection and transportation work in this franchise Zone.

C. UNDERTAKINGS OF NAIROBI CITY COUNTY IN FRANCHISE ZONE

II.C.1 Monitoring for Non-Licensed PSP

Any PSPs operating in the PP areas after the implementation of the PP will be strictly revoked their authority letter and will be announced on public. NCC will make all possible efforts to monitor and inspect non-licensed PSPs in order to secure the exclusive right of the Franchisee. Three (3) divisional supervisors and one (1) enforcement officer will be stationed in each zone to carry out the monitoring and inspection, respectively.

II.C.2 Penalty for Offender/ Violator

Any resident who commit illegal dumping of waste will be charged as fine at the range of Kshs. 500-100,000 by the Procuring Entity.

II.C.3 Public Awareness of the Franchise System

The Procuring Entity will conduct the following public awareness activities for the residents of the PP areas:

- i) Stakeholders meetings;
- ii) Advertisements in newspapers, TV or radio;
- iii) Distribution of flyers, leaflets, handbills and so on; and
- iv) Clean up campaigns.

II.C.4 Supporting CBO's Activities

The Procuring Entity will consult CBOs to succeed the PP; for example, the Procuring Entity will support CBOs to promote the use of designated liner bags to citizens.

SECTION III GENERAL CONDITIONS OF CONTRACT

III.1 Definitions

In this Contract the following terms shall be interpreted as indicated:

- i) "Bags" means standardised, branded plastic, nylon, or burlap sacks designed to contain SOLID WASTE with sufficient wall strength to maintain physical integrity of the container when lifted by the opening. Total weight of a BAG and its contents shall not exceed 15 kilograms.
- ii) "Bankruptcy" means a party's inability to pay its debts as they mature.
- iii) "Bundle Waste" means tree parts, shrubs, brush trimmings, newspapers, magazines, cartons or other SOLID WASTE securely tied as a package not exceeding 1 meter in length or 15 kilograms in weight.
- iv) "Contractor" means the individual, firm, partnership, joint venture, corporation or association performing refuse collection, transportation and disposal under Contract with the Nairobi City County.
- v) "Contractor Staff" mean all personnel specifically designated by the Contractor to be responsible for delivering services under this AGREEMENT, including SOLID WASTE collection workers, vehicle drivers, workshop mechanics and their supervisors.
- vi) "Construction or demolition debris" means waste building materials resulting from construction, remodelling, repair, or demolition operations, with sights or volumes greater than those allowed for Bags, Bundle waste, or Dustbins.
- vii) "Corrupt Practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution;
- viii) "Dead Animals" means animals or portions thereof equal to or greater than 5 kilograms in weight which have expired from any cause, except those properly slaughtered or killed for human consumption.
- ix) "Default Notice" means written notice from the Council to the Contractor that there has been a default in performance of the services required under this agreement.
- x) "Disposal site" means a designated refuse depository for the processing or final disposal of refuse including but not limited to sanitary landfills, transfer stations, incinerators and waste processing separating centres, licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.
- xi) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the procuring entity, and includes collusive practice among Bidder (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- xii) "Refuse" means discarded waste materials in solid or semi liquid state, consisting of garbage, rubbish or a combination thereof.
- xiii) "Hazardous Waste" means waste which is toxic, flammable, corrosive, radioactive, explosive or otherwise dangerous in accordance with definitions, established by the National Environment Management Authority (NEMA), and

shall also include motor oil, diesel fuel, gasoline (petrol), paint, solvents, dry cell and vehicle batteries, pesticides, and infectious or otherwise hazardous medical wastes from hospitals and clinics, metallic and/or oily sludges or solvents from commercial and industrial establishments, batteries, asbestos materials, pesticides, radioactive wastes, etc.

- xiv) "Month" means all the calendar days of the month.
- xv) "Plant" means all vehicles, equipment, animals, and facilities to be acquired or leased by the Contractor for purposes of performing the services required under this agreement.
- xvi) "Premises" means any land, building, and/or structure, or portion thereof.
- xvii) "Regulatory framework" means any laws, regulations, decrees and policies officially developed and approved by the government, including the local, and central government, for the purposes of regulating Solid Waste generation, collection, transport, recycling, reuse, treatment, and disposal.
- xviii) "Sanction" means penalties to be paid by the Contractor to the Council through adjustments in payments by the Council to the Contractor or otherwise, upon issuance by the Council of a Default Notice.
- xix) "Solid waste" means all waste material generated by households, institutions, commercial establishments, and industries and discharge from their premises for collection; all litter and clandestine piles of such wastes; and includes street litter, street sweepings, drain cleansings, Bulk Waste, Bundle Waste, dead animals and other waste materials, except Hazardous Waste.
- xx) "Week" means 7 consecutive days starting on Monday and ending on the following Sunday.
- xxi) "Zone" means designated area of service as part of this service agreement.
- xxii) "The Contract" means the agreement entered into between the Procuring entity and the Bidder, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- xxiii) "The Contract Price" means the price payable to the Bidder under the Contract for the full and proper performance of its Contractual obligations.
- xxiv) "The Procuring Entity" means the Nairobi City County.
- xxv) "The Bidder" means the individual or firm supplying the services under this Contract.
- xxvi) "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the contract impossible or so impractical as to be considered impossible under the circumstances.

III.2 Application

These General Conditions shall apply in all Contracts made by the Procuring Entity for the procurement of goods.

The standard general conditions of Contract for procurement of goods and services (issued by the Public Procurement Directorate) shall apply to this Contract unless the same have been expressly modified by conditions of particular application herein.

III.3 Applicable Law

The law governing the Contract shall be the laws of Kenya respectively unless otherwise stated.

III.4 Language

The language of the Contract shall be the English language unless otherwise stated.

III.5 Taxes

The Contractor shall in respect of this Contract assume full and exclusive liability for payment of all taxes, duties, levies, charges and contributions, of any nature whatsoever that are from time to time approved by either:

- i) The Government of Kenya or
- ii) Any other fiscal or other authority whatsoever, in respect of:
- iii) Employees or agents of the Contractor and its subcontractors and
- iv) The gains of the Contractor or its subcontractors arising directly or indirectly out of the performance of the services.

The Contractor hereby covenants and undertakes to defend indemnify and hold harmless the Procuring Entity from any and all claims, suits, costs, liabilities, judgments, fines, penalties, demands, loss or damage including any and all expenses, disbursements, costs, legal fees, sums and amounts which the Procuring Entity suffers, incurs or is put to result from or in any way connected with any assessment or imposition for which the Contractor is liable.

III.6 Force Majeure

If the performance of any obligations on the part of the selected Bidders shall be prevented or delayed by FORCE MAJEURE (which term shall include but not limited to weather, strikes, lock-out, boycotts, warlike actions, civil commotions, riots, embargoes, revolutions, earthquakes, fire, explosions catastrophe, governmental order or regulation, act of God or other similar contingency beyond the reasonable control of the Contractor or the Procuring Entity), the Bidder shall inform the Procuring Entity of the occurrence of such an event and thereupon his obligation(s) shall be suspended for as long as the said circumstances continue to exist. The parties of this Contract shall make every effort to minimize the effect of any of the above mentioned circumstances.

The start and termination of FORCE MAJEURE must be reported within the day of occurrence of the event, otherwise this event will not be recognized as FORCE MAJEURE.

The event of FORCE MAJEURE must be certified by official documents from relevant Government Departments.

III.7 Assignment

The Bidder shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring Entity's prior written consent.

III.8 Termination for Default

The Procuring Entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, terminate this Contract in whole or in part:

- i) If the Bidder fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity;
- ii) If the Bidder fails to perform any other obligation(s) under the Contract and
- iii) If the Bidder, in the judgment of the Procuring Entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

If the Contractor's employment is terminated and is not reinstated, the Procuring Entity shall:

- i) Cease to be under any obligation to make further payment until the costs, loss and / or damage resulting from or arising out of the termination of the Contractor's employment shall have been calculated and provided such calculations shows a sum or sums due to the Contractor;
- ii) Be entitled to exercise a lien over any of the equipment belonging to the Contractor for any sum due hereunder or otherwise from the Contractor to the Council;
- iii) Be entitled to employ and pay other persons to provide and complete the provision of the services or any part thereof and to use all such Contractors' materials, clothing, equipment, vehicles or other goods for the purposes thereof; and
- iv) Be entitled to deduct from any sum or sums which would have been due from the Council to the Contractor under that Contract or any other Contract or be entitled to recover the same from the Contractor as a debt, any loss or damage to the Council resulting from or arising out of the termination of the Contractors' employment. Such loss or damage shall include the reasonable cost to the Council of the time spent by its officers in terminating the Contractors employment and in making alternative arrangements for the provision of the services or any part thereof.

III.9 Termination for Insolvency

The Procuring Entity may (without prejudice to its other rights) terminate this Contract forthwith by notice in writing to the Bidder if a voluntary agreement is approved or an administration order is made, or a receiver or administrative receiver is appointed over any of the Bidder's assets or an undertaking or a resolution or a petition to wind up the Bidder's company is passed or presented (other than for the purposes of amalgamation or reconstruction) or if any circumstances arise which entitle the court or creditor to appoint a receiver, administrative receiver or administrator or to present a winding up petition or make a winding up order.

III.10 Resolution of Disputes

The Procuring Entity and the Bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a Contract dispute, either party may require adjudication in an agreed national or international forum, and/or internal arbitration.

III.11 Change of Ownership

In the event that the Contractor's business assets are sold, the Nairobi City County maintains the right to hold original owner solely liable. If, however, the Procuring Entity determines that the new ownership can adequately and faithfully render the service called for in this Contract for the remaining term of the Contract, then the Procuring Entity may elect to execute novation, allowing the new ownership to assume the rights and duties of this Contract and releasing the previous ownership of all obligation and liability. The new ownership would then be solely liable for any work and/or claims attendant to this agreement.

III.12 Illegal and Invalid Provision

Should any term, provision or other part of this Contract be declared illegal it shall be excised and modified to conform to the appropriate laws or regulations. Should any term, provision or other part of this Contract be held to be inoperative, invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with applicable laws or regulations. In both cases of illegal and invalid provisions, the remainder of the Contract shall not be affected but shall remain in full force and effect.

III.13 Joint and Several Liability

If the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable.

III.14 Binding Effect

The provisions, covenants, and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.

III.15 References

Bidders must include a list of references with respect to their general reputation of the bidder along with the bidder's skills and qualifications necessary to diligently and properly perform the work in accordance with the Contract. References are to be from clients to whom the Proponent has supplied similar services. At least three (3) references, complete with the person to contact, their telephone number, and the type of products/services provided should be included with the Bid. Please attach either completion certificates or letter of reference from respective client (e.g. Local authority, other government agencies, Residents Association, Hotels or Real estate management etc). Please refer to **Schedule 3, Section V Schedule of Requirements**.

The Procuring Entity reserves the right to check the references of any and all Bidders at any time during the evaluation process. References may be contacted by phone and/or in writing and any information received will be used to assist the evaluation committee to determine if a Bidder is compliant with this bid document.

The Procuring Entity will not enter into a contract with any Bidder whose references, in the opinion of the Procuring Entity, are found to be unsatisfactory.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

IV.1 Office Facilities

The Bidder is required to take over solid waste collection, transportation and disposal services functions from the Procuring Entity for the specific Zone. In addition, the Bidder will also take over street sweeping functions from the Procuring Entity. The bidder **must** maintain a local telephone number herein referred to as a customer care number physical address, e-mail address and qualified attendants as may be necessary to ensure communication between the Procuring Entity and Bidder and to receive and process complaints and/or to receive instructions and directions from the Procuring Entity.

IV.2 Liquidated Damages

If the Bidder fails to deliver any or all the services within the period(s) specified in the Contract, the Procuring Entity shall, without prejudice to its other remedies under the Contract, demand from the Contract price liquidated damages sum equivalent to 0.5% of the delivered price of the delivered services per month up to a maximum deduction of 10% of the delivered services. After this, the Procuring Entity may consider termination of the Contract.

IV.3 Project Manager

The Bidder shall assign a Project Manager who is responsible for implementation of the FP entirely. The Project Manager shall carry out the FP as a representative of the Bidder on a professional manner including managing and supervising all personnel related to the FP, preparing and submitting the required reports to the Procuring Entity, compiling and responding all the claims, and developing measures to improve their daily operation, but not limited to these actions herein.

IV.4 Supervisors / Drivers

- v) The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Bidder's are in the Key Personnel listed by titles as well as by name in **Schedule 4, Section V Schedule of Requirements** of the Bid Document will be approved by the Procuring Entity.
- vi) All drivers must have a current driver's licence with minimum driving of 5 years. The Procuring Entity reserves the right to discontinue the use of any driver for failure to perform in a satisfactory manner.
- vii) The Procuring Entity reserves the right to reject the contractor's personnel who, in the Procuring Entity's judgment, are not adequately qualified to perform the work or for just cause (lack of courtesy, profanity, repeated lack of compliance with operating procedures, unsafe operation). The Contractor shall make arrangements for a replacement.
- viii) The Contractor's employees shall consistently show the highest levels of customer services and courtesy.
- ix) The Contractor's employees shall display professional attitudes and behaviour, and be dressed in clean uniforms at and other relevant protective clothing all times.

IV.5 Vehicles and Equipment

- x) The Contractor's vehicles and equipment used for performing services shall be adequate and mechanically sound to perform the services required by the Contract as may be reasonably determined by the Procuring Entity from time to time.
- xi) The vehicles must fully contain the waste, eliminating potential nuisance such as odours, windblown litter and uncontrolled leachate discharge.
- xii) For special collections of solid waste, including bulky waste, garden wastes and large animal carcasses, the Contractor shall provide suitable vehicles such as flatbeds or tippers with appropriate lifting hoists as necessary.
- xiii) The Contractor shall paint all vehicles used for the routine collection of non-hazardous solid waste with a band on cabin depicting the colour assigned to the respective Zone and provide uniforms and other relevant protective clothing to the workers. The Contractor's name, telephone number, and vehicle number shall be visibly displayed on all collection vehicles in letters and figures not less than fifteen (15) cm high.
- xiv) As vehicles and equipment become fully depreciated or reach the end of their useful life, the Contractor shall immediately purchase, rent or lease vehicles and equipment to satisfy such requirements or replace such retired vehicles and equipment.
- xv) The Contractor shall ensure that all vehicles and equipment are registered and operate in compliance with all applicable laws and regulations.
- xvi) The Contractor shall keep all vehicles and equipment used for performing services in good repair, appearance and sanitary condition. All vehicles shall be washed and thoroughly disinfected every day.
- xvii) Each vehicle shall have at least one broom and shovel at all times to clean up solid waste that may have spilled or otherwise scattered during the process of collection and transportation.
- xviii) All lights, horns, warning devices, mufflers, fuel tanks and emission controls on said vehicles shall be kept operable at all times, with an average fleet downtime of no more than twenty five percent. A sufficient supply of spare parts shall be kept on hand to ensure the timely and continuous fulfilment of this Contract.
- xix) When vehicles are down for maintenance or repair it shall be the Contractor's obligation to provide a replacement vehicle from the spares in its fleet or a comparable replacement through rental or leasing arrangements and in cases where the colours are different, the contractor shall inform the employer accordingly.
- xx) All vehicles and equipment shall be operated by qualified and licensed operators.
- xxi) All vehicles shall be sufficiently secure and provided with tarpaulin cover so as to prevent any spilling or littering of solid waste. No vehicle shall be wilfully overloaded.
- xxii) The Contractor shall provide all collection vehicles with drainage tanks, so that the leachate leaking from the solid waste are captured and contained on the truck and spillage of such leachate to the streets is prevented. The leachate captured

and held within the drainage tanks are to be emptied only at the officially designated disposal site.

- xxiii) All vehicles shall maintain a manifest of time and movement, in all areas of collection including: departure time from the parking area at the start of work, arrival time and departure from the officially designated discharge location, site of collection and arrival time at the parking area at the end of work. Trucks which have their loads weighed or measured shall have this data included in the vehicle manifest. Downtime and nature of any breakdown and repair activities shall also be recorded in the manifest. Data from the trucker books shall be collated and presented in a monthly report of service delivery from the Contractor to the Department of Environment, NCC. In addition the Department shall have access to the trucker books upon demand.
- xxiv) All collection vehicles shall have some form of communication device on board (cell phone) to enable close supervision of the service between the Procuring Entity and the Contractor.
- xxv) The Contractor will ensure that waste is stored in standardized branded bags in their areas of operation for onward transportation to the final disposal site.
- xxvi) All vehicles/plants used for collection must be taken for inspection by the Chief Mechanical and Transport Engineer, Ministry Public Works. The bidder will be required to submit a mechanical inspection report by Chief Mechanical and Transport Engineer, Ministry Public Works to ascertain their road worthiness and load carrying capacity as per of this bid.
- xxvii) All vehicles must have a 15cm band on the cabin depicting the colour assigned to the respective Franchise Zone 7.
- xxviii) All vehicles/ plants used for collection must be subjected to inspection by the Chief Mechanical and Transport Engineer – Ministry of Public Works during the contract duration to ascertain their roadworthiness.

IV.6 Contract Performance Monitoring

The Contractor shall allow the Procuring Entity to have access at all times to inspect the work being conducted under this agreement, to inspect all records and documents maintained by Contractor regarding work performed under this agreement, and to inspect the plant, including spare parts inventories, stores, and workshop repair facilities.

The Contractors shall at all times work under the supervision of the Procuring Entity staff.

IV.7 Monitoring

The Procuring Entity has responsibility for monitoring and controlling the services conducted under this agreement.

IV.8 Cooperation

All works conducted under this agreement shall be subject to performance monitoring by the Procuring Entity. The Contractor shall cooperate fully with the efforts of the Procuring Entity to monitor and control the services.

IV.9 Complaints

The Contractor shall receive and respond to all complaints regarding services provided under this Contract within 72 hours as contained in the Procuring Entity service charter.

Any complaints received by the Procuring Entity will be directed to the Contractor's office. Should a complaint go unresolved for longer than two (2) days, the Procuring Entity will have the right to demand an explanation or resolution to its satisfaction.

The Contractor shall establish and operate a complaint and public liaison office within its assigned Franchise Zone of service. The Contractor shall also establish and operate a telephone line with a full time answering service or machine at the said office for receipt of complaints and public comments. Said office shall have at least one responsible person in charge and present during collection hours and shall be open during all collection hours.

IV.10 Service Coverage Area

The works are located in **Franchise Zone 1** (Westlands, Kitusuri, Parklands, Highridge, Muthaiga and Mathare) within the jurisdiction of the Nairobi City County as **the location map (Appendix B. 2)**.

The above Zone only indicates the TOR associated with this Contract and the Director of Environment may where necessary substitute the Zone with others within the jurisdiction of the County without substantially altering the overall scope of the works. The contract price shall be deemed to include for such changes and payment for measured works carried out on such alternative Zones shall be made using the relevant rates and prices entered in the Bills of Quantities. The Contractor shall be fully responsible for the cleanliness of the Zone, including removal of all non-hazardous solid wastes as required in **Clause II.B.1**.

IV.11 Number of Trips for Normal Beat

The Contractor shall provide a minimum number of 1 trip per day per Zone 1 for the fleet of vehicles under the normal beat.

IV.12 Hours of Services

The Contractor will work for 8-12 hours a day from Monday to Saturday and any other emergency that may occur subject to adequate Notice.

IV.13 Holidays

Collection service shall be provided on all holidays including Christmas Day.

IV.14 Routes and Schedule of Collections

The Contractor shall provide the Procuring Entity with maps and schedules of collection routes as presented in the Work Plan and keep such information current at all times. In the event of changes in routes or schedules that will alter the day of pickup the Contractor will notify the Procuring Entity accordingly.

Not less than fourteen (14) days prior to commencing service, the Contractor agrees to furnish for the Procuring Entity's approval the initial schedules and maps of all routes to be used in serving the area as specified in this Contract.

Any changes in routes / or schedules will also be subject to the Procuring Entity's approval which will not be unreasonably withheld.

IV.15 Containment

The Contractor shall cover and properly contain all solid waste loads with tarpaulins, nets or other means as appropriate to the type of vehicle or equipment being used during haul of solid waste from the collection service area to the disposal site.

IV.16 Unforeseen Occurrences

The Director of Environment or duly authorized representative shall be at liberty to call upon the Contractor to urgently attend to any emergency or unforeseen occurrence, **Clause III.6, General Conditions of Contract** notwithstanding.

IV.17 Identification

The Contractor shall provide all Contractor staff with identification cards, with their name, photo and identification number and require them to carry the said identification cards at all times for monitoring purposes. When required to do so by any of the Department of Environment's staff, the Contractor's staff shall submit their identification cards for inspection.

IV.18 Uniforms

The Contractor shall provide readily recognizable, brightly coloured shirts (or vests or waist coats) and trousers of a single design and colour to all its workers, to be worn at all times when performing services under this agreement, so that they can be readily observed and their performance can be readily monitored. Uniforms shall be replenished as they become worn or damaged.

IV.19 Protective Wear

The Contractor shall provide protective shoes and gloves to all workers, for use at all times during the performance of services under this agreement.

IV.20 Liability and Indemnity

The Contractor shall hold harmless, defend and indemnify the procuring entity from any claim or damage arising from the actual or alleged negligence of the Contractor in the performance of services and from willful or criminal acts allegedly occurring during services, including the times when the Contractor's vehicles are in transit.

IV.21 Insurance

The Contractor's vehicles shall bear vehicle insurance and general liability insurance coverage with insurance companies reasonably acceptable to the procuring entity throughout the term of this agreement and throughout any extension or renewal thereof, providing for replacement value in the case of the theft or damage and liability in the case of accident.

IV.22 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, sewerage systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the Procuring Entity.

IV.23 Certificate of Insurance

Prior to the commencement date under this agreement, certificates of insurance or verified copies of all insurance policies shall be provided to the Procuring Entity, together with a certificate of the insurer that the policy or policies are in full force and effect and that the same will not be altered, amended or terminated without thirty (30) days written notice having been given to the Procuring Entity.

All insurance policies shall be renewed at least fifteen days before expiry.

IV.24 Personnel

The Contractor warrants that it has and will throughout the Contract period have the experience and capability including sufficient and competent Project Manager, supervisors and other personnel to efficiently and expeditiously perform the services. If in the opinion of the Procuring Entity there is any inadequacy in the number or competence of persons engaged in performing the services, then the Contractor shall on request at no extra cost to the Procuring Entity provide additional or alternative competent persons.

The Contractor shall ensure that all Contractor staff employed under the Contract are at all times properly and sufficiently qualified, trained, competent, careful, skilled, honest, experienced, instructed and supervised as the case may be with regard to the services and in particular:

- xxix) The task or tasks such persons has to perform;
- xxx) All relevant provisions of the Contract;
- xxxi) All relevant policies, rules, procedures and standards of the Procuring Entity;
- xxxii) All relevant rules, procedures and regulatory requirements concerning health and safety at work;
- xxxiii) Fire risks and fire precautions;
- xxxiv) The need to maintain the highest standards of hygiene, courtesy, integrity and consideration; and
- xxxv) The need to recognise situations which may involve actual or potential danger to personal injury to any person at any location and where possible, without personal risk, to make safe such situations.

The Procuring Entity shall have the right to make a complaint regarding any employee of the Contractor who violates any provision hereof or who is wanton, negligent, or discourteous in the performance of his/her duties.

IV.25 Supervisor

The Contractor shall provide four (4) permanent supervisors of work dedicated just to the Franchise Zone. The Contractor shall schedule route supervision from Monday to Sunday providing relief personnel coverage when a permanent route supervisor is off duty.

IV.26 Defaults in Performance of Service

At any times after the commencement date of the Contract, the Procuring Entity may investigate each case where the Contractor has failed to properly perform the services in accordance with the provisions of the Contract. Where the Procuring Entity is satisfied that in any particular case the Contractor has failed to perform the services completely in accordance with the provisions of the Contract, the Procuring Entity shall be entitled to terminate the Contract.

In addition, where the service which has not been performed in accordance with the provisions of the Contract is in the opinion of the Procuring Entity, of such a type or

provided in such a frequency that the termination would be inappropriate and Procuring Entity shall be entitled to issue a default notice for rectification.

If the Contractor fails to remedy the services deficiency which is the subject of a rectification notice, the Procuring Entity shall be entitled to issue a termination notice.

Without prejudice to the generality of the foregoing, the following matters shall be included in the types of service deficiencies for which notices may be issued:

- xxxvi) Failure to properly collect, in compliance with the schedule, any solid waste within the Zone;
- xxxvii) Failure to clear spillages;
- xxxviii) Failure to clear backlogs of waste;
- xxxix) Failure to perform for a period of **1 month (30 days)** continuously;
- xl) Spillage of garbage on the roads during transportation; and
- xli) Failure to use standardised/ branded bags.

The time periods during which the Contractor is to remedy deficiencies shall be reasonable having regard to, inter alia, the nature of and the frequency of the services. Each time period shall commence when the Contractor is initially notified and shall require the Contractor to effect the following in respect of any deficiency involving or associated with collection of solid waste.

- xlvi) In respect of each notification made to the Contractor by 1.00 p.m. on any working day the Contractor shall remedy each deficiency by 6.00 p.m. on the same day **Clause IV. 12** above notwithstanding.
- xlvii) In respect of each notification made to the Contractor after 1.00 p.m. on any working day the Contractor shall remedy each deficiency by 1.00 p.m. on the following working day.
- xlviii) Each notice may refer to one or more than one elemental service deficiency.
- xlix) All notices shall be recorded and used by the Procuring Entity in determining the Contractor's overall services performance and shall also be used in determining financial penalties and whether the Procuring Entity may terminate the Contract.

IV.27 Financial Penalties

For the purpose of assessing whether financial penalties are recoverable by the Procuring Entity from the Contractor the following method shall be used:

Each notice issued shall correspond to the following default points.

- Default Notice: 2 points
- Termination notice: 3 points

Default Points in any one month	Increase of monthly Franchise Fee
0-10	Nil
11-20	0.5%
21-30	1.0 %
31-40	1.5 %
41-50	2.0 %

IV.28 Tipping Charges

All vehicles delivering garbage to the designated dumping site **MUST** pay the approved tipping charges prevailing at the time. Tipping charges will be the responsibility of the Contractor.

IV.29 Vehicles Identification

The Contractor shall submit list of all vehicles to be used to the office of the Director of Environment. In the event that the Contractor introduces new vehicles, express authority must be given by the Director of Environment in **writing**. The Contractor shall indicate vehicle characteristics, i.e. copy of the log book.

IV.30 Dumping Site

For purposes of this contract the designated dumping site is Dandora. Waste disposal will only be done between 6 a.m. and 6 p.m. In the event of any relocation within the duration of the contract, the same will be communicated to all the Contractors in writing. New rates shall then be negotiated and mutually agreed upon between the Contractor and the Procuring Entity to reflect the change in distance.

IV.31 Complaints

All complaints by the Contractors shall be directed in **writing** to the Director of Environment.

IV.32 Issuance of Policy Documents and Fees

- xlvi) The Bidder will be issued with one Bid document. A non-refundable fee of Kshs. 1,000 cash or bankers cheque payable to the Nairobi City County shall be paid for the document.
- xlvii) All documents, which have been issued for the purpose of Biding, will remain the property of Nairobi City County.
- xlviii) Documents will be collected from the Head of Supply Chain Management.

IV.33 Contractor's Obligation

All eligible contractors will be required to work within the Nairobi City County laws and by-laws and within any other administrative arrangement put in place by the Procuring Entity.

All eligible contractors will be required to comply with any other existing legislation governing the waste management sector.

IV.34 Machine Operations

- xlx) This is not a mandatory requirement for this Contract.
 - 1) The scheduling of the machine operations will be at the discretion of the Director of Environment.

- li) Machine operations will be executed as and when **necessary** in the Zone. Before such a decision is made, request from the zonal supervisors in respective zone will have been received by the Director of Environment.

IV.35 Development of Final Work Plan

The Contractor is required to submit a **Final Work Plan** within thirty (30) days of the Contract Signing Date. The Final Work Plan should address each of the activities as prescribed for the Work Plan in the technical proposal, **Schedule 6, under Section V Schedule of Requirements** and incorporate refinements and modifications discussed and agreed upon between the Procuring Entity and the bidder prior to the execution of the Contract.

SECTION V SCHEDULE OF REQUIREMENTS

A. QUALIFICATION INFORMATION INDEX

The following particulars are to be provided by the Bidder within the appropriate spaces provided, or on separate pages if necessary:-

Schedule 1	Particulars of Bidder
Schedule 2	Financial Status
Schedule 3	Reference
Schedule 4	Qualification and Experience of Key Personnel
Schedule 5	Office / Facilities/ Workshop
Schedule 6	Work Plan
Schedule 7	Experience of the Firm
Schedule 8	Certificate of Bidder's or Representative's Sufficiency of Bid Documents and Particulars
Schedule 9	Joint Venture and Sub-Contracting
Schedule 10	Financial Details and Proposed Waste Charges
Schedule 11	Form of Bid
Schedule 12	Confidential Business Questionnaire
Schedule 13	Bid Security Form
Schedule 14	Performance Security Form
Schedule 15	Form of Agreement

Note: Failure to complete all these Schedules in full or the giving of false information may invalidate the Bidder and cause forfeiture of the Bid Bond. Particulars are to be entered in the appropriate place on the following pages or separate pages additionally.

SCHEDULE 2 FINANCIAL STATUS

- 2.1 Name and Address of Bankers (State Branch and Postal Address)
.....
- 2.2 Name of Account held at that Branch and Account Number
.....
- 2.3 Bidder to sign here authorising his Bank Manager to release details of the Account to City Treasurer, Nairobi City County, P.O. Box 30037 Nairobi, or his authorised representative, upon production of this signed authority
.....
.....
.....
.....
- 2.4 Nominal Share Capital
- 2.5 Paid up Share Capital
- 2.6 Number of shares issued
- 2.7 Annual Turnover on last audited accounts (**Attach a copy of audited Accounts**).....
- 2.8 Maximum value of supply/hire Contracts worked on concurrently within the last two years.
- 2.9 How many individual Contracts were represented in 2.8 above?
.....
.....
.....

2.10 Maximum value of all Bids worked on concurrently within the last two years

.....

2.11 How many individual Bids were represented in the answer 2.10?

.....

.....DateSignature of Bidder

SCHEDULE 3 REFERENCE

The Bidder shall submit a minimum of three (3) references related to recent projects within the past five (5) years that the Bidder was involved in. Each reference shall include a name, phone number, a contact person and description of services provided. **Please attach either completion certificates or letter of reference from respective client** (e.g. Local authority, other government agencies, Residents Association, Hotels or Real estate management etc).

1. Company Name:.....

Address:.....

Contact Name:.....

Telephone:.....

Description of services offered

.....

.....

.....

2. Company Name:.....

Address:.....

Contact Name:.....

Telephone:.....

Description of services offered

.....

.....

.....

.....

3. Company Name:.....

Address:.....

Contact Name:.....

Telephone:.....

Description of services offered

.....
.....
.....
.....

4. Company Name:.....

Address:.....

Contact Name:.....

Telephone:.....

Description of services offered

.....
.....
.....
.....
.....
.....

.....Date.....Signature of Bidder

SCHEDULE 4 QUALIFICATION AND EXPERIENCE OF KEY PERSONNEL

Position	Name	Academic & Professional qualifications	Years of Experience	Years of Experience in proposed position	Description of duties/ responsibilities
Project Manager					
Supervisor 1		Not Applicable (NA)			
Supervisor 2		NA			
Supervisor 3		NA			
Supervisor 4		NA			
Driver 1		NA			
Driver 2		NA			
Driver 3		NA			
Driver 4		NA			
Driver 5		NA			
Driver 6		NA			
Driver 7		NA			

Attach CV's and academic/ professional certificates

Note: The Bidder shall list in this schedule the key personnel he will employ from headquarters and from site office to direct and execute the work together with their qualifications, experience, position held and nationality. Attach CV's & certified copies of Certificates.

.....DateSignature of Bidder

SCHEDULE 5 OFFICE/FACILITIES/WORKSHOP

The Bidder shall SUPPLY details hereunder of its office, workshop and any other facilities and location which are proposed to be utilized in connection with the proposed contract. **Attach copies of title, lease or rental agreement as evidence of Physical Address.**

.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....

The Bidder shall SUPPLY details hereunder of its complaint and public liaison office which is proposed to be utilized in connection with the proposed contract. **Describe name, title and contracts of a person in charge of the office. Attach an organisational chart of the office.**

.....
.....
.....
.....
.....
.....
.....
.....
.....
.....

.....DateSignature of Bidder

SCHEDULE 6 WORK PLAN

The Bidder shall describe details hereunder of a technical proposal that cover with the following two plans. **Add more pages to present fully descriptions of these plans. The detailed contents of each plan should be referred to Clause I.E.11.**

- (1) Comprehensive Waste Collection and Transportation Plan
 - (a) Organisation and allocation of collection and transportation crews
 - (b) Operation of the collection and transportation work with proper collection route maps (Attach a collection route map)
 - (c) Setting frequency of collection
 - (d) Collection method of waste charges
 - (e) Monitoring the performance under the implementation of the Pilot Project

- (2) Action Plans from the Signing of the Contract to the Commencement of the Pilot Project
 - (a) What kind of actions will be needed
 - (b) How these actions will be carried out
 - (c) When these actions will be made
 - (d) Who will be conducted these actions in order of appropriate time frame

SCHEDULE 7 EXPERIENCE OF THE FIRM

CLIENT NAME (name of company or organisation)	CLIENT CONTACT (contact persons name, address & phone number)	CONTRACT DESCRIPTION (type of work undertaken)	CONTRACT DURATION (commencement & completion dates)	CONTRACT VALUE (KSHS.)

.....DateSignature of Bidder

**SCHEDULE 8 CERTIFICATE OF BIDDER'S OR
REPRESENTATIVE'S SUFFICIENCY OF BID
DOCUMENTS, AND PARTICULARS**

1. This is to certify that I,

(Name of Bidder or his representative)

of this firm of.....

(Name of Bidder)

Studied and examined the Contract documents of

**BID FOR SOLID WASTE COLLECTION, TRANSPORTATION AND
DISPOSAL SERVICES IN FRANCHISE ZONE1.**

2. Having previously studied the Bid Document, I have made myself familiar with
all the local conditions likely to influence the works and the cost thereof.

Signed

(Bidder or his representative)

Date

3. I further certify that I have examined and inspected the samples required /
specifications /data necessary to properly formulate our Bid, made ourselves
familiar with the local conditions and availability likely to influence the Bid and
costs thereof; Examined and checked some documents as described various
documents as described in the paragraph numbered 2 of the Form of Agreement
and hereby confirm:

(i) That any discrepancies or ambiguities have been explained to our
complete satisfactions as witness the exchange of correspondence
between ourselves.

(ii) In the event that no correspondence is appended that all parts of the
documents are in agreement with each other.

(iii) That the information contained in the documents is accurate, adequate
for its specified duty or duties, and sufficiently detailed for use to prepare
a sensible programme of activities as appended to this Bid and to
adequately and correctly price our Bid.

- (iv) That all the goods specified herein are available or can be available in adequate time during the currency of the Bid in the grades and quantities shown in the document, and that goods inadequacies will only be accepted for granting of time extension in the event of circumstances arising under expected risks or due to any action or directive of Government affecting all known suppliers of the affected material within Kenya, due to the circumstances beyond the reasonable control of all being concurrently affected thereby.
4. It is hereby certified that the information given in Schedule of Requirements and/or appended to this Bid is given in good faith and in the belief that it accurately represents the affairs of the Bidder at the date for submission of this Bid. It is understood that false information given herein these Schedules may render this Bid liable for disqualification.
5. It is further confirmed that no law suit, criminal or civil, lies has ever lain against the Bidder corporately or against any director individually and that the Bidder corporately has never been associated with any company, taken into receivership or liquidation or has individually himself or herself never had a suit for bankruptcy filed against them.

DATED THIS..... DAY OF..... 20.....

SIGNATURE

NAME (BLOCK LETTERS)

IN THE CAPACITY OF.....

DULY AUTHORIZED TO SIGN FOR AND ON BEHALF OF
.....

OF (POSTAL ADDRESS)

SCHEDULE 9 JOINT VENTURE AND SUB-CONTRACTING

The Bidder shall state in the table provided details of any joint venture and subcontractors which it proposes to use in performance of the CONTRACT. The naming of any proposed joint venture and subcontractor shall imply acceptance or approval by Nairobi City County and Nairobi City County's rights shall not be prejudiced by any statement as to prospective joint venture and subcontractors hereunder.

Name and Address of Joint Venture	Nature of Activity Joint Venture	Area of Work Joint Ventured

Name and Address of Sub Contractor	Nature of Activity Subcontracted	Area of Work Subcontracted

.....DateSignature of Bidder

SCHEDULE 10 FINANCIAL DETAILS AND PROPOSED WASTE CHARGES

SNo.	Description	Item	Amount in (Ksh.)
1	Financial Status (Certified by commissioner of oath Audited accounts & Certified bank statement for at least 2 years: 2011/2012 &2012/2013)	Turnover	
2	Proposed waste charge payable to franchisee by waste generators		
	(A) Collection from Households (High and Middle Income)	Charge per month collection	
	(B) Public facilities	Charge per liner bag collection	
	(C) Public markets	Charge per ton	
	(D) Collection from Households (Low Income)	Charge per month collection	
	(E) Collection from Commercial Establishments	Collection per 70 litres container	
		Collection per 120 litres container	
		Collection per 240 litres container	
		Collection per 360 litres container	
TOTAL FOR A+B+C+D+E (Under SNo. 2 above)			
Basic Unit Franchise Fee= A+B+C+D+E Multiplied by 15%			

SCHEDULE 11 FORM OF BID

Date.....

Bid No.....

To.....

.....

.....

(Name and Address of Procuring Entity)

Gentlemen and /or Ladies

1. Having examined and understood the Bid documents in totality for the execution of the works as described therein, we, the undersigned, offer to execute, complete and maintain the whole of the said Works in conformity with the Conditions of Contract, Specifications, and Terms of Reference and in conformity with all Quality standards for the sum of Kenya Shillings

.....

.....

.....

.....

.....(in words)

Kshs..... (in figures) **being**

payment of Basic Unit Franchise Fee **to the Procuring Entity** as may be calculated in accordance with **SCHEDULE 10** above.

2. We acknowledge that the Appendix forms part of our Bid

3. We undertake, if our Bid is accepted, to deliver the said services in accordance with the special conditions of the Contract.

4. If our Bid is accepted, we will obtain the performance bond in a sum of Kshs.for the performance of the Contract, in the form prescribed by.....(procuring Entity).

5. We agree to abide by this Bid for a period of.....days from the date fixed for Bid opening in the instruction to Bidders and it shall remain binding upon us and may be accepted any time before the expiry of the period.
6. Until a formal Contract is prepared and executed, this Bid together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
7. We are fully equipped with equipment, vehicles and/or plant. Further, we are competent and have adequate Financial Resources and qualified personnel to execute the type of Works included in this bid. We are in a position to fulfil the said Contract in totality.
8. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this..... dayof 2015

Name and Signature in the
capacity ofduly authorised

To sign Bid, for and on behalf of

.....

P.O. Box

SCHEDULE 12 CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in part 1 and either Part 2(a). 2(b) or whichever applies to your type of business.

You are advised that it is a serious offence to give false information on this Form.

Part 1 – General

Business Name

Location of business premises; Country/Town

Plot No..... Street/Road

Postal address Tel No.

Nature of Business.....

Current trade License No. Expiring Date

Maximum Value of business, which you can handle at any time:
Kshs. (Shillings)

Name of your bankers

Branch

Part 2 (a) – Sole Proprietor

Your name in full Age

Nationality Country of Origin

Citizenship details

Part 2 (b) - Partnership

Give details of partners as follows:

Name in Full	Nationality	Citizenship Details	Shares
1.....
2.....
3.....

SCHEDULE 13 BID SECURITY FORM

Whereas(name of Bidder) hereinafter called the Bidder, has submitted its Bid dated(date of submission of Bid) for the(description of goods / services), (hereinafter called 'the Bid'),

KNOW ALL PEOPLE by these presents that We

.....

..... of having our registered office at.....(hereinafter called the Bank) are bound unto.....(name of Procuring Entity), hereinafter called the Procuring Entity, in the sum of For which payment will and truly to be made to the said Procuring Entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank thisday of20.....

The CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring Entity during the period of Bid validity,
 - a. Fails or refuses to execute the Contract form, if required; or
 - b. Fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders.

We undertake to pay the Procuring Entity up to the above amount upon receipt of its first Written Demand, without the Procuring Entity having to substantiate its Demand, provided that in its Demand the Procuring Entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions specify the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of Bid validity and any demand in respect thereof should reach the Bank not later than the above date

.....(signature of the Bank)

SCHEDULE 14 PERFORMANCE SECURITY FORM

(Note: Bidder should not complete the form of performance. Only the successful Bidder(s) will be required to provide performance security in accordance with the forms or in similar form acceptable to the Procuring Entity)

To..... (Name of Procuring Entity)

WHEREAS (Name of Bidder)

hereinafter called the Bidder) has undertaken, in pursuance of Contract No.

..... (Reference Number of the Contract)

dated

..... 20..... (Description of goods / services) (Hereinafter called the 'Contract')

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a bank guarantee by a reputable Bank for the sum specified therein as security for compliance with the Bidder's performance obligation in accordance with the Contract

AND WHEREAS we have agreed to give the Bid a guarantee.

THEREFORE WE hereby affirm that we are guarantors and responsible to you / on behalf of the Bidder, upon a total of

..... (Amount of guarantee) as aforesaid, without you needing to prove or show ground or reasons for your demand or the sum specified therein.

This guarantee is valid until the (Day) of 20.....

Signature and seal of the Guarantors..... (Name of Bank or financial / institution).....

(Address).....

...

(Date)

SCHEDULE 15 FORM OF AGREEMENT

SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL SERVICES (To be completed only by successful bidder/Bidder)

This agreement made the day of 20
BETWEEN the Nairobi City County (hereinafter called “the Employer” of the one part
and.....of
..... (Hereinafter called “the Client”) of the
other part.

WHEREAS the Employer is desirous that certain works / services should be
provided, viz: -

SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL SERVICES

And has accepted by a letter of acceptance dated (Date of letter of
acceptance)..... Accepted a Bid by the Client for the supply and
delivery of such goods / services, NOW THIS AGREEMENT WITNESSETH as
follows: -

1. In this Agreement, words and expressions shall have the same meaning as are
respectively assigned to them in the Conditions of Bid hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as
part of the agreement, viz.: -
 - (a) The Form of Bid with Appendix dated
 - (b) Surety undertaking
 - (c) The Form of Agreement
 - (d) The Form of Performance Bond
 - (e) The Conditions of Contract
 - (f) Specific Conditions
 - (g) Schedule of Requirements
3. In consideration of the payments to be made by the Employer to the Client as
hereinafter mentioned the Client HEREBY COVENANTS with the Employer

to provide the goods and services in conformity in all respects with the provisions of the Bid.

4. The Employer HEREBY COVENANTS to pay to the Client in consideration of the provisions of the goods and services and remedying of defects therein the Contract price or such other as may be described by the Contract.

IN WITNESS WHEREOF the parties hereto have set their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

The Common Seals
..... Was
hereunto affixed in the presence of: -
Signed, sealed and delivered by the said

.....
.....
In the presence of Signed
for and on behalf of the Employer
.....

Governor, Nairobi City County

B. APPENDIX

1. APPENDIX TO FORM OF BIDDER

Conditions of Bid.

Amount of Bid Bond or Guarantee	Kshs 1,000,000/=
Amount of performance Bond	Kshs 1,000,000/=
Time of Commencement from Director of Environment's order to commence	14 Days
Amount of Liquidated damages	0.5% per month
Limit of liquidated damages	10% of sum stated in letter of acceptance
Limit of retention money	5 % of Contract sum
Percentage of Retention Money	10%
Time within which payment of accepted certificate is to be made	90 days after certificate has been certified by the Director of Environment.
Appointment of arbitrator	Institute of Arbitrators (Kenya Chapter)

Date this day of 20

Signature In the capacity of

..... duly authorised to sign.

- To be filled by the Bidder

Bids on behalf

..... (in block capitals)

Address

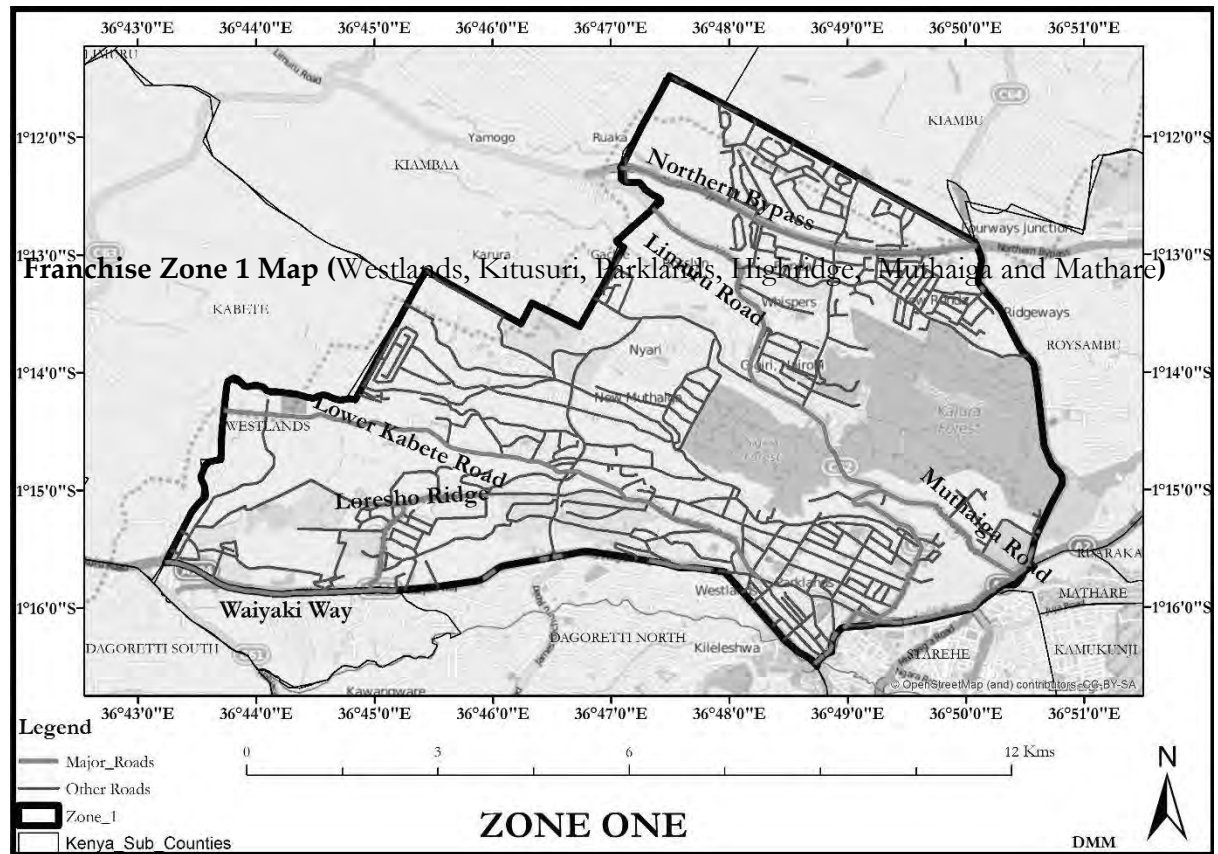
.....

Witness

.....

Occupation

2. LOCATIONAL MAP AND ZONE 1 CHARACTERISTICS



Zone 1 covers almost the whole of Westlands Sub-county apart from Mountain View and Kangemi County Administrative Wards (CAW). It comprises of three CAWs: Karura, Kitusuri and Parklands/Highridge as indicated in the map above and table below:-

The County Administrative Wards in Zone 1

Sub-county	CAW	Sub-location	Male	Female	Total	Households
Westlands	Parklands	Highridge	13903	13364	27267	8075
Westlands	Karura	Karura	8452	7186	15638	4721
Westlands	Karura	Muthaiga	5624	5191	10815	3225
Westlands	Kitusuri	Kitusuri	3432	2761	6193	2105
Westlands	Kitusuri	Kyuna	3746	3293	7039	2130
Westlands	Kitusuri	Loresho	9449	8561	18010	5907
Westlands	Parklands	Spring valley	2685	2394	5079	1378
Westlands	Parklands	Upper parklands	3015	3023	6038	1934
Total			50,306	45,773	96,079	29,475

Zone 1t borders Kabete Constituency of Kiambu County on the west, Kaimbaa Constituency on the north western part, Kiambu Constituency on the north whose boundary is Kiambu road, Roysambu Constituency on the east which has Kiambu road as the boundary, Mathare and Starehe Constituencies on the south eastern part whose boundary is Thika road, Dagoretti North on the south whose boundary is Waiyaki way and Mountain View and Kangemi CAWs on the south western part, separated from this zone by Waiyaki way. It covers an area of 68.2 square kilometres with a population of 96,079 people and 29,475 households as shown in the table below. Using a per capita of 0.8 kg per person per day, the daily waste generation is estimated at 76.8 tons.

The slums in this zone include: Deep Sea, which is in Parklands/Highridge county administrative ward with a small portion of it in Karura county administrative ward next to Muthaiga Estate; Maasai in the Highridge area; Kaptagat in the Loresho town- Kangemi junction; Mji wa Huruma next to Runda Evergreen estate; Suswa and Kibagare in Loresho estate.

ANNEX 3.25 Franchise Tender Document Franchise Zone6

Langata



**NAIROBI CITY COUNTY
DEPARTMENT OF ENVIRONMENT**

**BID DOCUMENT
(REQUEST FOR PROPOSAL)**

M/S

CONTRACT NCC/DOE/T/244/2015-2016

**STREET SWEEPING, SOLID WASTE COLLECTION, TRANSPORTATION
AND DISPOSAL SERVICES
(FRANCHISE ZONE 6)**

2015

**COUNTY SECRETARY
NAIROBI CITY COUNTY
P.O.BOX 30075- 00100
NAIROBI**

**DIRECTOR OF SUPPLY CHAIN
MANAGEMENT
CITY HALL ANNEX
1ST FLOOR**

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NAIROBI CITY COUNTY

Governor's office
Fax: 22217704
Telephone: 2224281
Email: governor@nairobi-city.go.ke
Web: www.nairobi-city.go.ke



City Hall
P.O. Box 30075-00100
Nairobi
Kenya

NCC/DOE/T/244/2015-2016 – STREET SWEEPING, SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL in Karen, Mugomoini, South C, Nairobi west, Mutuini, Waithaka, Ngando, Riruta and Uthiru/ Ruthimitu (Franchise Zone 6) FOR PERIOD 2015/18

Interested eligible bidders may inspect and purchase a complete set of tender documents from the office of the Director of Procurement, First Floor, City Hall Annex upon payment of a non-refundable fee of Kenya Shillings One Thousand (Kshs. 1,000/=) Only.

The complete tender document in a plain sealed envelope clearly bearing only the tender number and title of the Contract should be deposited in the Tender Box placed at the corridor of 1st floor City Hall Annex addressed to: -

County Secretary
Nairobi City County,
P.O. Box 30075-00100

NAIROBI.

E-mail: adm@nairobi-city.org

Website: www.nairobi-city.org

So as to reach him on or before **12.00 Noon** on **Tuesday, 10th March 2015**. The tenders will be opened soon thereafter at the Procurement Board Room, City Hall Annex, 1st Floor in the presence of bidders representatives who choose to attend.

Tenders must be accompanied by Tender Security in the form and amount specified in the Tender Documents.

Tenderers are requested to strictly abide by the requirements to avoid disqualification.

Nairobi City County is not bound to accept the lowest or any tender.

LILIAN W. NDEGWA
COUNTY SECRETARY

DEFINITION OF TERMS

- a) Basic Unit Franchise Fee - The fifteen (15%) of current contractor's income calculated from waste charge.
- b) Bidder - Party that offers to contest for a tender.
- c) CBO - Community Based Organization: Institution consisting of members from the local community who engage in solid waste management activities.
- d) Collection Capacity - Demonstrated ability to collect waste from prospective clients.
- e) Compliance - Adherence to set rules and guidelines.
- f) Franchise fee - The fifteen (15%) of current contractor's **total** income of waste collection and transportation contract payable to the Procuring Entity every three month after the operation.
- g) Financial Proposal - Written offer expressing capacity to manage funds appropriately and honoring of financial obligation.
- h) Financial status - Statement depicting how funds have been managed.
- i) Franchise System - A model whereby a successful tenderer is awarded a definite and exclusive contract to provide a defined service in a specific area.
- j) Franchisee - The party that will be awarded the tender to serve zone 6.
- k) Joint Venture - A business agreement in which the parties pool resources and work together for a finite time.
- l) Lead Partner - Principal party in a joint venture.
- m) NEMA - National Environment Management Authority
- n) Partner - One of the parties in a joint venture.
- o) Pre-qualification - Initial evaluation of a party's capacity to contest in the bid.
- p) PSP - Private Service Provider for solid waste collection, transportation and disposal.

- q) Recyclables - Waste items that can be transformed into usable products.
- r) Segregation at Source - Separation of waste into defined categories at the point of production.
- s) Solid Waste Collection - Transfer of solid waste from designated /undesignated collection points to the assigned solid waste collection truck.
- t) Solid Waste Disposal - Finally getting rid of solid waste in the designated site.
- u) Solid Waste - Municipal solid waste including waste from households, businesses and institutions, construction and demolition waste in small quantities, general solid wastes from hospitals (excluding hazardous wastes), waste from smaller industries that is not classified as hazardous, and wastes from streets, public areas and open drains. It is not concerned with wastes from agriculture, larger industries or the mining industries which normally handle their own wastes.
- v) Street sweeping - Removal of solid wastes e.g. silt, litter, pebbles etc. from public roads i.e. way levees, streets, highways, avenues, alleys and other pathway for public use.
- w) Solid Waste Transportation - Transfer of solid waste from the collection points to the final disposal site.
- x) Technical Proposal - Written offer expressing capacity in terms of special skills, knowledge and mechanics.
- y) TOR - Terms of Reference which explains the objectives, scope of work, activities, and respective responsibilities of the party involved in Nairobi City County and the Bidder, and expected contract result and deliverables.
- z) Tenderer - A party that offers a tender to serve the franchise zone 7
- aa) Zone 6 - One of the zones in Nairobi consisting of Karen, Mugomoini, South C, Nairobi west, Mutuini, Waitaha, Ngando, Riruta and Uthiru/ Ruthimitu; that has been selected to pilot the franchising system of waste collection and transportation
- bb) Zoning - Division of the County into particular sections based on socio-economic characteristics

SECTION I INSTRUCTIONS TO BIDDERS

A. GENERAL

I.A.1 Bid Schedule

The schedule for the execution of this bid and the implementation of the inspection of bidder's offices/premises and vehicles during the evaluation are as follows:-

- i) Release of Bid Document (Request for Proposal): **Tuesday, 17th February, 2015**
- ii) Deadline for submitting Bids: **Tuesday, 10th March, 2015**
- iii) Deadline for evaluation of Bids: **Tuesday, 14th April, 2015**
- iv) Signing of contract: **Thursday, 30th April, 2015**
- v) Deadline for submitting Final Work Plan: **Friday, 29th May, 2015**
- vi) Commencement of Franchise System: **Friday, 1st July, 2015**

I.A.2 Eligible Bidders

To be eligible to respond to this tender, the Bidder must demonstrate that they or the principals assigned to the project, are fully licensed to do work of this nature and should also submit the completed Bidder's Questionnaire, Qualification Information & Form of Bid included with this tender. The **Nairobi City County** reserves the right to visit Contractor's site(s) to inspect equipment, facilities and licenses to determine if the Bidder has the required resources, is legally licensed and is qualified to perform the work as described in this tender.

I.A.3 Association of Joint Venture

While preparing the technical proposal, the Bidder should attend the following:

- i) For a proposal, a pre-qualified Bidder may boost its capacity for the assignment by
 - a) association with non-pre-qualified firms, with the Bidder as the lead firm and solely liable under the contract; or
 - b) forming a joint venture with non-pre-qualified firms, with the Bidder and the partners of the joint venture jointly and severally liable under the contract.

If the Bidder constitutes a joint venture, the Bidder submits **(i) a copy of the joint venture agreement with its technical and financial proposals** and **(ii) a power of attorney** (executed by all partners) that authorises the designated lead partner of the joint venture to act for the joint venture and to legally bind such joint venture in any contractual or similar documentation. Any joint venture agreement and joint venture power of attorney is attached to the Bidder's technical and financial proposals.

- ii) A pre-qualified Bidder (including any joint venture partner) can associate with another pre-qualified Bidder.
- iii) A pre-qualified Bidder, for a joint venture or an association (i.e., lead firm and sub-contractors), may broaden its capacity by adding additional partners or associates/sub-contractors, subject to the restrictions in (b) above, in its proposal.

- iv) The joint venture agreement identifies the lead partner. All partners in a joint venture sign the proposal unless the lead partner is nominated to do so in the power of attorney.
- v) If the Bidder form a joint venture or association with non-pre-qualified firms, the non-pre-qualified firms **MUST** submit the following documents in the technical proposal (**see Schedule 1, under Section V Schedule of Requirements**):
 - a) Current Year Single Business Permit for the firm bidding;
 - b) PIN Certificate of the firm bidding;
 - c) Certificate of incorporation of the firm bidding;
 - d) VAT certificate of the firm bidding;
 - e) Valid license to transport waste and acknowledgement of waste license application/license payment for vehicle registration number from NCC; and
 - f) NEMA Clearances.

I.A.4 Bidder's Memorandum

All bidders shall provide in **Section V Schedule of Requirements** and be evaluated in combination with technical and financial proposal.

I.A.5 One Bid per Bidder

Each Bidder shall submit one bid for Franchise Zone 6.

I.A.6 Cost of Bidding

The Bidder shall bear all the costs associated with the preparation and submission of its bid and the **Nairobi City County** hereinafter referred to as the "Procuring Entity" or "The County" will in no case be responsible for those costs, regardless of the conduct or outcome of the Biding process.

I.A.7 Site Visit

The Bidder, at the bidders own responsibility and risk is encouraged to visit and examine the site of required services and its surrounding areas, such as Dandora dumpsite and obtain all information that may be necessary for preparing the bid and entering into a contract for the services. The costs of visiting the site shall be at the bidders own expense.

B. BIDDING DOCUMENT

I.B.1 Contents of Bidding Document

The Bid document comprises the documents listed here below together with any addenda and amendments issued in accordance with conditions set herein:-

- i) Form of invitation to Bid (Tender Notice)
- ii) Instructions to Bidders
- iii) Terms of Reference
- iv) General Conditions of Contract
- v) Special Conditions of Contract
- vi) Schedule of Requirements

The Bidder is expected to examine carefully all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding document in every respect will be at the Bidder's risk and may result in rejection of its bid.

I.B.2 Clarification of Bidding Documents

A prospective bidder requiring any clarification of the Bid documents may notify the "Procuring Entity" in writing or by telephone or facsimile at the Procuring Entity's mailing address indicated in the Tender Notice. The Procuring Entity will respond in writing to any request(s) for clarification that it receives earlier than fourteen (14) days prior to the deadline for submission of Bids.

Written copies of the Procuring Entity's response(s) (including an explanation of the query but without identifying the source of the inquiry) will be sent to all prospective Bidders that have purchased and received the Bid documents.

I.B.3 Amendments of Bidding Documents

At any time prior to the deadline for submission of Bids, the Procuring Entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid documents by issuing addendum.

Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum to the Procuring Entity by signing on every page and returning a copy of the same to the **Director of Procurement** before opening of bids. Each addendum shall be firmly attached to the bidding document when returning the same to the Procuring Entity.

To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids the procuring entity may, at its discretion extend the deadline for the submission of Bids.

C. PREPARATION OF BIDS

I.C.1 Language of Bid

The Bid and all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity shall be written in the English Language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in another language provided they are accompanied by an appropriate translation of pertinent passages in the above stated language. For the purpose of interpretation, the English language shall prevail.

I.C.2 Bid Prices

The Bidder shall indicate on the appropriate price schedule the unit prices for the services it proposes to charge under the Contract in accordance with **Clause II.B.5**.

Bidders are required to insert the appropriate rate of Value Added Tax (VAT) in force at the time of Bidding.

I.C.3 Currencies of Bid

Bids shall be priced in Kenya shillings.

I.C.4 Prices Adjustment

Prices for all services provided under this contract shall remain fixed for the three-year term of the Contract after which they may be subject to review.

I.C.5 Bid Validity

The Bid shall remain valid for a period of ninety (90) days from the specified date of Bid closing. A Bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

In exceptional circumstances prior to expiry of the bid validity period, the Procuring Entity may request that the Bidders extend the period of validity for a specified additional period. The request and the Bidders responses shall be made in writing. A Bidder may refuse the request without forfeiting its bid security. A Bidder agreeing to the request will not be required nor permitted to modify his Bid, but will be required to extend the validity of his Bid Security correspondingly.

I.C.6 Bid Security

The Bidder shall furnish as part of its bid, a **bid security** in the amount of **Kshs. 200,000** either in form of bank guarantee or bankers cheque payable to the **Nairobi City County**, valid for at least **120 days** from date of bid opening.

The Bid Security **MUST** be submitted together with the Bid when depositing in the Tender Box at the entrance to the Director of Procurement's office, City Hall Annex, First Floor, Room 105.

The Procuring Entity will reject any Bid not accompanied by an acceptable Bid security as non-responsive.

Bid securities of unsuccessful bidders will be discharged/ returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of Bid validity prescribed by the Procuring Entity.

The successful Bidder's bid security will be discharged upon the Bidder signing the Contract and furnishing the required performance security.

The Bid security may be forfeited.

- i) If the Bidder withdraws its Bid after Bid opening during the period of Bid validity or
- ii) In the case of a successful Bidder, if it fails within the specified time limit to:-
 - a) Sign the Contract in accordance with **Clause I.F.7** of instructions to Bidders.
 - b) Furnish the necessary performance security in accordance with **Clause I.F.8** of instructions to Bidders.

I.C.7 Format and Signing of Bids

The Bidder shall prepare two copies of the Bid, clearly marking each "**ORIGINAL BID**" and "**COPY OF BID**" as appropriate. In the event of any discrepancy between them, the original shall prevail.

The original and copies of the Bid shall be typed or written in **indelible ink** and shall be signed by the Bidders or a person or persons duly authorized to bind the Bidder to the Contract. Proof of authorization shall be furnished in the form of a written power of attorney which shall accompany the Bid. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.

The complete Bid shall have no interlineations or erasures or overwriting except as necessary to correct errors made by the Bidder in which case such **corrections shall be initialed by the persons signing the Bid.**

I.C.8 Duration of Services

The Contract shall run for a period of **three (3) years** effective from the date the award letter is issued and the contractor has accepted the award in writing. This award letter is a form of contract; however, it does not exempt any contractor from signing the contract agreement.

This Contract may be terminated before the expiry of the three (3) year period. In such an event, the Contractor will be informed in good time (2 months in advance) and in writing.

In the event that this Contract may be extended beyond the Contract period, then the Contractor would be informed by the Procuring Entity in writing and such an extension shall not exceed ninety (90) days.

D. SUBMISSION OF BIDS

I.D.1 Sealing and Marking of Bids

The Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelope as “ORIGINAL” and “COPY”. The envelopes shall then be sealed in an outer envelope.

The outer envelope shall:

- i) be addressed to the:-
County Secretary,
Nairobi City County,
P.O. Box 30075 - 00100
Nairobi.
- ii) bear the following identification only:
STREET SWEEPING, SOLID WASTE COLLECTION AND DISPOSAL SERVICES – FRANCHISE ZONE 6
And the words
DO NOT OPEN BEFORE AT 12.00 noon on Tuesday, 10th March, 2015 as per Bid Notice.

The inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared “Late”.

If the outer envelope is not sealed and marked as instructed above, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the Bid. A Bid opened prematurely for this cause will be rejected by the Procuring Entity and returned to the Bidder.

I.D.2 Deadline for Submission of Bids

Bids must be received by the Procuring Entity at the address specified above not later than **AT 12.00 noon on Tuesday, 10th March, 2015** (as per Bid notice herein.)

The Procuring Entity may, at its discretion, extend the deadline for the submission of Bids by amending the Bid documents in accordance with **Clause I.B.3** in which case all

rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

I.D.3 Late Bids

Any Bid received by the Procuring Entity after the deadline prescribed in **Clause I.D.2** will be returned unopened to the Bidder.

I.D.4 Modification and Withdrawal of Bids

The Bidder may modify and withdraw his bid submission provided that written notice of the modification or withdrawal is received by the Procuring Entity prior to the prescribed deadline for submission of bids.

The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with provisions for the submission of Bids as stipulated under **Clause I.D.1** above. A withdrawal notice may also be sent by telex or cable but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.

No Bid may be modified after the deadline for submission of Bids.

No Bid may be withdrawn in the interval between the deadline for submission of Bids and the period of Bid validity specified by the Bidder on the Bid form. Withdrawal of Bid during this interval may result in the Bidder's forfeiture of his Bid security.

E. BID OPENING AND EVALUATION

I.E.1 Opening of Bids

The Procuring Entity will open all Bids in the presence of Bidders' representatives who choose to attend at City Hall on the date, place and time given on the Bid Notice herein.

The Bidders' representatives who are present shall sign a register evidencing their attendance.

Bidders' names, Bid modifications or withdrawals, Bid prices and the presence or absence of required Bid security and such other details as the procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

The Procuring Entity will prepare minutes of the Bid opening.

I.E.2 Process to be Confidential

After the public opening of Bids, information relating to the examination, clarification, evaluation and comparisons of Bids and recommendations concerning the award of Bid shall not be disclosed to Bidders or other persons not officially concerned with such process until the award of Bid is announced.

Any effort by the bidder to influence the Procuring Entity in the process of examination, classification, evaluation, comparison of bids and decision concerning award of contract shall result in the rejection of its bid.

I.E.3 Clarification of Bids

To assist in the examination, evaluation and comparison of Bids, the Procuring Entity may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

I.E.4 Examination of Bids and Determination of Responsiveness

Prior to the detailed evaluation of bids, the Procuring Entity will determine whether each bid is substantially responsive to the requirements of the bidding documents.

For the purpose of this Clause, a substantially responsive bid is one, which conforms to all the terms, conditions and specifications of the bidding documents without material deviation or reservation. A material deviation or reservation is one that affects in any substantial way the price, scope, quality, completion, timing or administration of the works to be undertaken by the bidder under the contract. Or which in any substantial way is inconsistent with the bidding documents, the Procuring Entity's rights or the bidder's obligations under the contract and the rectification of which would affect unfairly the competitive position of other bidders who have presented substantially responsive bids at reasonable price.

A bid determined to be substantially non-responsive will be rejected by the Procuring Entity and will not subsequently be made responsive by the bidder by way of correction of the non-conformity.

The Procuring Entity may accept any non-material deviation or reservation provided that the acceptance thereof does not prejudice or affect the relative ranking order of any bidder in the evaluation of bids.

I.E.5 Correction of Errors

Bids determined to be substantially responsive will be checked by the Procuring Entity for any arithmetical errors in computation and summation. The Procuring Entity will correct errors as follows:

- i) Where there is discrepancy between amounts in figures and in words, the amount in words will prevail;
- ii) Where there is discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the Procuring Entity there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern; and
- iii) In the event that as a result of checking the arithmetical errors, the multiplication of unit rates, the quantities and the summation, the Corrected Bid Price differs from the Quoted Bid Price by the Bidder, the correction by the Procuring Entity shall prevail.

If the bid is corrected for arithmetic errors and a bidder does not accept the correction of the said errors as outlined above, the bid will be rejected.

I.E.6 Evaluation and Comparison of Bids

The Procuring Entity will evaluate and compare only those bids determined to be substantially responsive to the requirements of the bid documents.

The evaluation of bid by the Procuring Entity will take into account, in addition to the Bid amounts, the following factors:

- i) Arithmetic errors corrected by the procuring entity in accordance with relevant clause herein;
- ii) Non-material deviations from or reservations to the Bid documents that are quantifiable; and,

- iii) Such other factors of a Technical, Financial, Contractual or Administrative nature that the Procuring Entity considers may have a significant impact on Bid execution price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.

Offers, deviations and other factors that are in excess of the requirements of the Bid or otherwise result in the accrual of unsolicited benefits to the procuring entity shall not be taken into account in Bid evaluation.

I.E.7 Evaluation Methodology

The Bids evaluation committee will evaluate Bidders in terms of technical proposal and financial proposal. The ratio of technical and financial evaluation shall be 70 and 30 respectively. Procuring Entity will take into consideration when awarding the contract the sum of the scores for each criterion. The following two requirements carry a 100% maximum score with a cut off score of 65%.

I.E.8 Evaluation Criteria of Technical Proposals

Requirements/Criteria shall be evaluated in accordance with the following listing and the weights assigned to each criteria:

- i) **Personnel: 25%**
- ii) **Head Office Backup: 5%**
- iii) **Work plan: 60%**
- iv) **Experience, past performance, references and bidder capability: 10%**

A. BID TECHNICAL EVALUATION MATRIX

No	Description of Criteria	Max Score	Requirements	Evaluated as	Score
1.	PERSONNEL (25 marks)				
	Qualification of key personnel to be deployed indicating the minimum academic qualification and experience. Clause IV.3 and IV.4, Section IV Special Conditions of Contract		See Schedule 4, Section V Schedule of Requirements		
	Project Management (10 marks)				
	(i) Academic qualifications and CV's attached	3	Attach copies of academic Certificate(s) and CV's	Ph D Master's Bachelor's & Others	3 2 1
	(ii) Professional qualification	2	-ditto-	Yes No	2 0
	(iii) Previous experience	5	Years of experience • Same projects (i.e., Street Sweeping waste collection & transportation work)	More than 5 years 5 – 3 years 3 – 1 years More than 5	5 4 3 2

No	Description of Criteria	Max Score	Requirements	Evaluated as	Score
			<ul style="list-style-type: none"> Similar projects (related to cleansing & renovation work) 	years 5 – 3 years None	1 0
	Supervisors Experience of supervisors.	8	Years of experience <ul style="list-style-type: none"> Same projects (i.e., waste collection & transportation work) 	More than 5 years 5-4 years 3-1 years Less than 1 year	8 4 2 0
	Drivers Experience of drivers.	7	Valid driving licence and minimum of 3 year experience	5-4 years 3-1 years Less than 1 year	7 3 0
2.	HEAD OFFICE BACKUP (5 marks)				
	Evidence of physical address of the Head Office Clause IV.1, Section IV Special Conditions of Contract	2	Attach copies of title, lease or rental agreement See Schedule 5	Yes No	2 0
	Establishment of a complaint and public liaison office (3 marks) Clause IV.9	2	Name, title and contacts of a person in charge of the office	Yes No	2 0
		1	Organisational chart of the office	Yes No	1 0
3.	WORK PLAN (60)				
	Comprehensive Street Sweeping, Waste Collection and Transportation Plan Clause I.E.12		See Schedule 6		
	Allocation plan of Street Sweeping, waste collection and transportation vehicles and crews to cover <i>Zone 6</i>	10	Suitability of numbers and type of vehicles and other equipment and crews proposed depending on the area.	V good Good Fair Poor	10 6 3 0
	Collection and transportation route (12 marks) Clause IV.14	6	Map to be attached	Yes No	6 0
		6	Appropriateness of the route(distance, traffic and time taken)	Good Fair Poor	6 2 0

No	Description of Criteria	Max Score	Requirements	Evaluated as	Score
	Methodology of collection of waste charges	10	Appropriateness of method of the collection depending on areas to be covered	V. Good Good Satisfactory Poor	10 6 3 0
	Management and monitoring of Street Sweeping , waste collection and transportation work(monitors tools,schedules,plans and reporting formats)	8	Appropriateness of management and monitoring plans depending on areas to be covered	V. good Good Satisfactory Poor	8 4 2 0
	Action Plan from the Signing of the Contract to the Commencement of the Pilot Project- (Mobilization) (20 marks) Clause I.F.7				
	What kind of actions will be needed	4	Description of what kind of actions will be needed	Good Satisfactory Poor	4 2 0
	How these actions will be carried out	4	Description of how these actions will be carried out	Good Satisfactory Poor	4 2 0
	When these actions will be made	4	Description of when these actions will be made	Good Satisfactory Poor	4 2 0
	Who will conduct these actions	4	Description of who will be conducted these actions	Good Satisfactory Poor	4 2 0
	Time frame of the action plans	4	Chart of the time frame	Good Satisfactory Poor	4 2 0
4.	EXPERIENCE (10)				
	Experience that the firm has been providing Street Sweeping , solid waste collection services or as other contracts (8 marks) Schedule 7	5	Number of letters of reference from county government or any other local authority or client (original)	More than 3 letters 3 – 1 Nil	5 3 0

No	Description of Criteria	Max Score	Requirements	Evaluated as	Score
		3	Number of letters of award completion certificate from county government or any other local authority or client (copies)	More than 3 letters 2 letters 1 letter Nil	3 2 1 0
	Current commitments Schedule 7	2	Copies of contract agreements	Yes No	2 1
	TOTAL TECHNICAL SCORE (1+2+3+4)	100			

I.E.9 Evaluation Criteria of Financial Proposals

The Bids evaluation committee will evaluate the financial proposals' responsiveness to the TOR, applying the evaluation criteria as stated in **Sub Clause (i) & (ii) below**. Each responsive proposal receives a financial score.

Requirements/Criteria shall be evaluated in accordance with the following listing and the weights assigned to each criteria:

- v) **Financial status: 50%**
- vi) **Proposed waste charge payable to franchisee by waste generators: 50%**

B. BID FINANCIAL EVALUATION MATRIX

No	Description of Criteria	Max Score	Requirements	Amount in Ksh.	Score
1	Financial Status (Audited accounts & Certified bank statement for at least 2 years: 2012/2013 & 2013/2014)	50	Turnover	5-7.5 Million 7.6-10 Million 11-15 Million >15 Million	10 20 30 50
2	Proposed waste charge payable to franchisee by waste generators (50)				50
	Street Sweeping and waste Collection from Households	10	Charge per month collection	Above 800 701-800 601-700 501-600 500 and below	1 3 6 9 10

No	Description of Criteria	Max Score	Requirements	Amount in Ksh.	Score
	Street Sweeping and waste Collection from Public facilities	10	Charge per liner bag collection	Above 100	1
				80-100	3
				60-80	6
				50-60	9
				Below 50	10
	Waste Collection from Public markets	10	Charge per ton	Above 600	1
				501-600	3
				351-500	6
				201-350	9
				200 and Below	10
	Collection from Designated CBO's Holding points (Franchise Zone)	10	Charge per tonne collection	Above 2000	1
				1501-2000	3
				1001-1500	6
				500-1000	9
				Below 500	10
	Street Sweeping and waste Collection from Commercial Establishments	2.5	Collection per 70 litres container	Above 400	1.5
Below 400				2.5	
Collection per 120 litres container				Above 700	1.5
				Below 700	2.5
Collection per 240 litres container	Above 1200	1.5			
	Below 1200	2.5			
Collection per 360 litres container	Above 1600	1.5			
	Below 1600	2.5			
TOTAL FINANCIAL SCORE (1+2)		100			

A-Technical Score

B-Financial Score

I.E.10 Ranking

In order to ensure technical to financial score ratio is maintained at 70% to 30% respectively, computation of the final score will be done using the formula indicated below:-

$$\text{Final Score (\%)} = \frac{\text{Total Financial Score} \times 30}{100} + \frac{\text{Total Technical Score} \times 70}{100}$$

After such final ranking, the first-ranked bidder will be invited for contract negotiations.

In the event that the first-ranked bidder declines or negotiation on the offer fails, then the second-ranked bidder will be invited and if need be any other evaluated and ranked bidder thereafter.

I.E.11 Head Office Backup

The Bidders shall organize and operate a backup support by their head office. The backup support shall function as measures against sudden incidents, response to urgent request from customers through establishment of a complaint and public liaison office as stipulated in **Clause IV.9**, alternation of waste collection and transportation plan, allocation of urgent expenses, and so forth.

I.E.12 Contents of Work Plan

The Bidders shall submit a Work Plan in the technical proposal. The contents of the Work Plan shall include at least but not limited to the following:

i) Comprehensive Waste Collection and Transportation Plan

The plan should present how to organize collection and transportation crews, allocate their resources, operate the collection and transportation, work with proper collection route maps, set up the frequency of collection, collect waste charges, and monitor their performance under the implementation of the project described in **Section II Terms of Reference**.

ii) Action Plans from the Signing of the Contract to the Commencement of the project

The Bidders should also present any actions required for start-up of the PP. The Action Plans should mention clearly what kind of actions will be needed, how these actions will be carried out, when these actions will be made, who will be conducted these actions in order of appropriate time frame. It is recommended to use proper charts and tables for better understanding of the plans.

I.E.13 Inspections of Bidders Premises and Vehicles

The Procuring Entity or its representative shall have the right to visit the bidder's premises to inspect the vehicles to confirm their conformity to the contract specifications during the evaluation.

The inspections shall be conducted on the premises of the bidder or its subcontractor(s). If conducted on the premises of the bidder or its subcontractor(s), all reasonable facilities and assistance, including access to vehicle data, shall be furnished to the evaluators at no charge to the Procuring Entity.

I.E.14 Preference for Domestic Bidders

Domestic bidders shall not be eligible for any margin of preference in Bid evaluation.

I.E.15 Minority or Women Business Enterprises (MBE/WBE) Participation

It is the desire of the **Nairobi City County (NCC)** to increase the participation of minority or women-owned businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Bidders are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If bidders are considering minority or women owned enterprises participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a bidder is considered for award, he will be asked to meet with NCC staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

F. AWARD OF CONTRACT

I.F.1 Negotiations

Subject to any amendment, negotiations are held after the Bids evaluation committee. The date and the venue of negotiations will be communicated to the first-ranked bidder from the Procuring Entity at the time of the Bids evaluation committee. Representatives conducting negotiations for the bidder must have written authority to negotiate and conclude a contract.

I.F.2 Technical Negotiations

Negotiations include a discussion of the technical proposal, the proposed work plan with a waste collection and transportation plan and schedule, organization and personnel, and any bidder's suggestions to improve the TOR. The Procuring Entity and the bidder finalize the TOR.

I.F.3 Financial Negotiations

The financial negotiations include a discussion of the proposed waste charges, and the method of collection of the charges and payment of the Franchise Fee. The quantities of expected customers may be increased or decreased from the estimation shown or otherwise agreed in the financial proposal.

I.F.4 Procuring Entity's Right to Accept or Reject Any or All Bids

The Procuring Entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the procuring entity's action.

The Procuring Entity reserves the right at the time of Contract award to increase or decrease the quantity of services originally specified in the schedule of requirements without any change in unit price or other terms and conditions. This will be variation of the scope/quantity that is only limited to 10% of the contract amount.

I.F.5 Conclusion of the Negotiations

Negotiations conclude with a review of the draft contract. To complete negotiations, the Procuring Entity awards the contract to the selected bidder. If negotiations fail, the Procuring Entity invites the next-ranked bidder depending on the selection method to negotiate a contract.

I.F.6 Notification of Award

Prior to the expiration of the period of tender validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted.

The notification of award will signify the formation of the contract subject to the signing of the Contract between the bidder and the Procuring Entity pursuant to **Clause I.F.7**. Simultaneously the other bidders shall be notified that their bids were not successful.

Upon the successful Bidder's furnishing of the performance security pursuant to **Clause I.F.8**, the Procuring Entity will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to **Clause I.C.6**.

I.F.7 Signing of Contract

At the same time as the Procuring Entity notifies the successful Bidder that its Bid has been accepted, the procuring entity will send the Bidder the Contract form provided in the Bid documents, incorporating all agreements between the parties.

Upon expiry of fourteen (14) days of receipt of the Contract form the successful Bidder shall sign the Contract and return it to the Procuring Entity.

The contract will be definitive upon its signature by the two parties.

The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

I.F.8 Performance Security

Within thirty (30) days of receipt of the notification of Contract award, the successful Bidder shall furnish the Procuring Entity with the performance security in the sum of **Kshs. 300,000.00**. The performance security shall be a Bank guarantee, cash or bankers cheque payable to the **Nairobi City County**.

The form of performance security provided in the Bid documents may be used or some other form acceptable to the Procuring Entity provided that such other format incorporates all conditions contained in the form provided herein.

The proceeds of the performance security shall be payable to the procuring entity as compensation for any loss resulting from the Bidders failure to complete its obligations under the Contract (including hire of equipments / vehicles if the Bidder fails to execute the Contract.)

The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the Bidders' performance obligation under the Contract.

I.F.9 Corrupt or Fraudulent Practices

The Procuring Entity requires that Bidders observe the highest standard of ethics during the procurement process and execution of Contracts. A bidder shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

The Procuring Entity will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question.

Further a Bidder who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in Public Procurement in Kenya.

I.F.10 Discounts Offered and Nil Included Rates

The Bidders are reminded that no 'nil' or 'included' rates or 'lump sum' discounts will be accepted. The rates for various items should include discounts if any.

I.F.11 Sub Contracting

Bidders are referred to **Clause III.7** of the General Conditions of Contract herein.

I.F.12 Prevention of Corruption

The Procuring Entity reserves the right to cancel and to recover from the Bidder the amount or any loss from such cancellation.

If the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or for bearing to do so

or having done or forborne to do action in relation to obtaining or execution of the Contract with the Procuring Entity, or for showing or for bearing to show favor to any person in relation to the Contract or to any other Contract with the Procuring Entity, or if the like acts have been done by any person employed by such Contractor or acting on his behalf (with or without the knowledge of the Contractor) or if in relation to any Contract with the Procuring Entity the Contractor or any person employed by him or acts on his behalf shall have committed an offence under Prevention of Corruption Act.

SECTION II TERMS OF REFERENCE

A. GENERAL

II.A.1 Outline of the Franchise System

The franchise system is designed to provide a waste collection and transportation framework that allows for a critical mass of collection points to create efficiency by granting to one successful tenderer with raising public awareness on proper solid waste management. The successful tenderer or “Franchisee” shall be a single private service provider (hereinafter referred to as “PSP”) or a single joint venture (hereinafter referred to as “JV”) that is the exclusive authority to provide waste collection and transportation services in three designated area which are; Karen, Mugomoini, South C, Nairobi west, Mutuini, Waithaka, Ngando, Riruta and Uthiru/ Ruthimitu (Franchise Zone 6).

II.A.2 Background of the Pilot Project

The City of Nairobi is the capital of the Republic of Kenya. It is the largest administrative, commercial and industrial centre of the country and has been experiencing rapid urbanization due, largely, to the migration from rural areas and the natural increase of population. The population of the city in 2009 was estimated at 3.14 million, and it is predicted to reach 5.94 million by the year 2030.

The establishment of a proper solid waste management system is therefore an urgent issue requiring prompt resolution. The final disposal site at Dandora, an open dumping type landfill with a capacity of 500,000 cubic metres (m³) has already received 1.8 million m³ and this has a detrimental effect on the surrounding environment. In addition, the solid waste management done by the city is insufficient and does not cover the collection of solid wastes generated at present, especially, in low income residential areas. The situation has been creating serious problems in hygiene, as well as environmental and aesthetic conditions to the people of Nairobi City.

Kenya Vision 2030 is the country’s new development blueprint covering the period 2008 to 2030. It aims to transform Kenya into a newly industrialised “middle-income country providing a high quality life to all its citizens by the year 2030.” The Vision was developed through an all-inclusive and participatory stakeholder consultative process, involving Kenyans from all parts of the country. It also benefited from suggestions by some of the leading local and international experts on how the newly industrialising countries around the world have made the leap from poverty to widely-shared prosperity and equity.

Kenya Vision 2030 is divided into three fundamental pillars: the Economic, Social and Political pillars. The social pillar aims at realising a just and cohesive society enjoying equitable social development in a clean and secure environment, and it envisions Kenya becoming a nation that has a clean, secure and sustainable environment by 2030. So as to realise this strategy, the document explains that one of the specific strategies is to improve pollution and waste management.

On the other hand, based on its guidelines for aid in Kenya which focus on “environmental conservation,” the Government of Japan (hereinafter referred to as “GOJ”) has been providing assistance for the improvement of urban sanitation and environment to ensure urban hygiene and protect water quality in the face of the pollution of lakes and rivers arising from the increased of urban effluent and industrial

wastewater and the increased amount of waste due to urbanisation. The GOJ had conducted three technical assistance programmes; namely, The Study on Solid Waste Management in Nairobi City in the Republic of Kenya in 1998 to formulate a master plan; The Preparatory Survey on Integrated Solid Waste Management in Nairobi City in the Republic of Kenya in 2010 to update the master plan; and The Preparatory Survey (F/S) on Nairobi Solid Waste Management Project in the Republic of Kenya in 2011 to confirm the feasibility of the project consisting of the decommissioning of the Dandora dumpsite, construction of a new landfill site at Ruai and procurement of waste collection vehicles and thus facilitate its qualification for financing under a Japanese Yen loan.

The collection and transportation of municipal solid waste is presently implemented by the Nairobi City County (hereinafter referred to as “NCC”) as the executing agency for SWM in Nairobi, subcontractors of NCC and private service providers (hereinafter referred to as “PSP”). The revised master plan formulated in 2010 proposes that waste collection and transportation shall be improved with the involvement of private sector and community-based organisations (CBOs) in slum areas, and financial accountability shall be made transparent with the creation of the solid waste management (SWM) special account to improve NCC’s financial management of waste collection and transportation.

The Ministry of Local Government of the Government of Kenya (hereinafter referred to as “GOK”) had authorised this revised master plan as the Master Plan of SWM of Nairobi. To materialise the revised master plan, NCC had requested the GOJ to provide technical assistance to carry out the Project for Capacity Development of Solid Waste Management of Nairobi City as a Japanese loan project. In response to the request, the Japan International Cooperation Agency (hereinafter referred to as “JICA”), the official agency responsible for the implementation of technical cooperation programmes of the GOJ, dispatched a survey mission in August 2011 for the purpose of confirming the details of the Project, which were later agreed upon with the GOK. This Pilot Project for Introduction of Franchise System and Heightening of Public Awareness (hereinafter referred to as “PP”) will be carried out as one of activities to develop capacity of NCC personnel and finally to expand the waste collection and transportation services in Nairobi City.

II.A.3 Principles of the Franchise Project

The revised master plan advises that the franchise system for waste collection and transportation in the city should be introduced through a stepwise and gradual manner to avoid the long-term contract risks. In addition, the area subject to the project selected based on a zoning concept is the bottom line to carry out the project. To execute the franchise system well by assuring reasonable profit of PSP, the zone covered with the project should be decided in consideration of the internal cross-subsidy system where revenue from high-income areas is transferred to the fund for the provision of solid waste management services in low-income areas is introduced.

II.A.4 Objective of the Franchise Project

The objective of the Franchise project is to enhance waste collection and transportation in the franchise zone, thereby contributing to improvement of sanitation standards in the City.

B.

C. RESPONSIBILITIES OF THE FRANCHISEE

II.B.1 Target Waste to be Collected and Transported

The Franchisee shall collect, transport and dispose waste discharged from the following sources:

- i) Households;
- ii) Restaurants;
- iii) Hotels;
- iv) Shops;
- v) Offices;
- vi) Schools (both Private and Public);
- vii) Public markets;
- viii) Other Public facilities (Parks, Social halls, Churches, etc.);
- ix) Road sweepings;
- x) Carcass of animals on the streets; and
- xi) Hedge and grass trimmings.

II.B.2 Road Sweeping

Road sweeping in all the roads in the pilot area will be as per guidelines provided by the technical officer in charge of solid waste management.

II.B.3 Waste Collection Time and Frequency

The Franchisee shall inform the customers of their collection schedule prior to the commencement of the operation. In addition, collection and transportation shall be conducted at least 2 times a week for residential areas, but collection from any other source will be done based on need and call. Waste disposal will only be done between 6 a.m. to 6 p.m.

II.B.4 Waste Bags and Containers

The County Government has adopted three colour coding system for waste containment. In this respect, the Franchisee shall provide appropriate number of liner bags or containers to their clients in three colours as detailed below:-

- i) Green liner bag/container : Organic waste
- ii) Blue liner bag/ container : Plastics and Papers
- iii) Brown liner bag/container : Others

Except for waste under **items (vii & x) of Clause II.B.1 above** where, the franchisee can innovate any other best way of containing.

Information including PSP Name, logo, Address, Phone number and any other that may be required from time to time must be clearly printed or marked on one side of the liner bags and the containers. For liner bags, the franchisee will have to provide those of at least 80 micron thickness measuring 70 cm by 100 cm. For the containers, the following will suffice depending on the needs of the clients: 70 litres; 120 litres; 240 litres and 360 litres.

The Franchisee shall prepare the appropriate number of liner bags or containers before the commencement of the PP and present one of them as a sample to NCC at least one

month before the commencement for NCC's approval.

II.B.5 Waste Charges

The Franchisee shall be responsible for collection of waste charges that will be set up depending on sources of discharged waste. The specific waste charges for each category and the method of collection shall be clearly described in the Financial Proposal as prescribed in **Clause 1.E.9** and Technical Proposal, **Clause 1.E.8** and respectively. The category that the Franchisee shall specify the respective waste charges in the technical proposal shall cover but not limited to the following:

- i) Households (In High and Middle income areas);
- ii) Households (In Low income areas);
- iii) Restaurants, Hotels, Shops, Offices, Private school
- iv) Public markets
- v) Public facilities (Public school, Social halls, Government Offices, etc.).

II.B.6 Franchise Fee

The Franchisee shall pay the Franchise Fee at fifteen percent (15%) of current contractor's total income of waste collection and transportation contract to the Procuring Entity every three month after the operation.

II.B.7 Unit Franchise Fee

For the purposes of this tender document, Unit Franchise Fee will be determined as fifteen (15%) of current contractor's income calculated from waste charge as indicated in **Schedule 10**.

II.B.8 License Fee

The Franchisee shall pay the following license fees to the Procuring Entity at the commencement of the operation:

- i) Security Bond of Kshs. 500,000
- ii) Policy Document
- iii) Single Business License
- iv) Waste collection and transportation permit
- v) Any other legal payment deemed necessary

II.B.9 Ownership of Segregated Recyclable Waste

The Franchisee will have ownership of any recyclable waste segregated at source or by the Franchisee.

II.B.10 Duration of Franchise Contract

Duration of the contract will be three (3) years; that is, it starts **from July 2015 and ends in June 2018**. If the Franchisee does not perform well, the Procuring Entity has the right to terminate the Contract.

II.B.11 Submission of Reports

The Franchisee shall submit two (2) kinds of reports to the Procuring Entity as shown in the following contents and deadlines:

- i) Monthly Report
 - a) Contents of Monthly Report should include the number of contracted households, commercials, public institutions, and so on, the amount of waste to be collected and transported, the amount of collected waste charges for each category, collection efficiency (the number of customers who have paid for the waste charges divided by the number of total contracted customers), claims from customers and NCC, a plan for the next month, and comparison between records of the previous month and this month.
 - b) The Monthly Report shall be submitted on and before 10th of every month to the Director of Environment.
- ii) Annual Report
 - a) Contents of Annual Report should include all information of Monthly Report with analysis of the monthly projection of each category. In addition, a balance sheet, statement of profit and loss, cash flow statement for the respective year shall be made and attached in the Annual Report. Based on these financial statements, the Franchisee shall conduct Break-Even Point Analysis and state its result in the Report. All claims shall also be presented in the Report clearly in categorizing into main issues with their responses and measures to prevent from receiving the same claims in the future.
 - b) The Annual Report shall be submitted within 10 days after end of the Contract period to the Director of Environment.

II.B.12 Establishment of Complaint and Public Liaison Office

The Franchisee shall establish and operate a complaint and public liaison office as stated in **Clause IV.9, Special Conditions of Contract**.

II.B.13 Status of the Current Authority Letter (Existing License)

Any authority letter for waste collection in Karen, Mugomoini, South C, Nairobi west, Mutuini, Waithaka, Ngando, Riruta and Uthiru/ Ruthimitu will not be renewed for 2015. No PSP except for the Franchisee shall implement the waste collection and transportation work in this franchise Zone.

C. UNDERTAKINGS OF NAIROBI CITY COUNTY IN FRANCHISE ZONE

II.C.1 Monitoring for Non-Licensed PSP

Any PSPs operating in the PP areas after the implementation of the PP will be strictly revoked their authority letter and will be announced on public. NCC will make all possible efforts to monitor and inspect non-licensed PSPs in order to secure the exclusive right of the Franchisee. Three (3) divisional supervisors and one (1) enforcement officer will be stationed in each zone to carry out the monitoring and inspection, respectively.

II.C.2 Penalty for Offender/ Violator

Any resident who commit illegal dumping of waste will be charged as fine at the range of Kshs. 500-100,000 by the Procuring Entity.

II.C.3 Public Awareness of the Franchise System

The Procuring Entity will conduct the following public awareness activities for the residents of the PP areas:

- i) Stakeholders meetings;
- ii) Advertisements in newspapers, TV or radio;
- iii) Distribution of flyers, leaflets, handbills and so on; and
- iv) Clean up campaigns.

II.C.4 Supporting CBO's Activities

The Procuring Entity will consult CBOs to succeed the PP; for example, the Procuring Entity will support CBOs to promote the use of designated liner bags to citizens.

SECTION III GENERAL CONDITIONS OF CONTRACT

III.1 Definitions

In this Contract the following terms shall be interpreted as indicated:

- i) "Bags" means standardised, branded plastic, nylon, or burlap sacks designed to contain SOLID WASTE with sufficient wall strength to maintain physical integrity of the container when lifted by the opening. Total weight of a BAG and its contents shall not exceed 15 kilograms.
- ii) "Bankruptcy" means a party's inability to pay its debts as they mature.
- iii) "Bundle Waste" means tree parts, shrubs, brush trimmings, newspapers, magazines, cartons or other SOLID WASTE securely tied as a package not exceeding 1 meter in length or 15 kilograms in weight.
- iv) "Contractor" means the individual, firm, partnership, joint venture, corporation or association performing refuse collection, transportation and disposal under Contract with the Nairobi City County.
- v) "Contractor Staff" mean all personnel specifically designated by the Contractor to be responsible for delivering services under this AGREEMENT, including SOLID WASTE collection workers, vehicle drivers, workshop mechanics and their supervisors.
- vi) "Construction or demolition debris" means waste building materials resulting from construction, remodelling, repair, or demolition operations, with sights or volumes greater than those allowed for Bags, Bundle waste, or Dustbins.
- vii) "Corrupt Practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution;
- viii) "Dead Animals" means animals or portions thereof equal to or greater than 5 kilograms in weight which have expired from any cause, except those properly slaughtered or killed for human consumption.
- ix) "Default Notice" means written notice from the Council to the Contractor that there has been a default in performance of the services required under this agreement.
- x) "Disposal site" means a designated refuse depository for the processing or final disposal of refuse including but not limited to sanitary landfills, transfer stations, incinerators and waste processing separating centres, licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.
- xi) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the procuring entity, and includes collusive practice among Bidder (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- xii) "Refuse" means discarded waste materials in solid or semi liquid state, consisting of garbage, rubbish or a combination thereof.
- xiii) "Hazardous Waste" means waste which is toxic, flammable, corrosive, radioactive, explosive or otherwise dangerous in accordance with definitions, established by the National Environment Management Authority (NEMA), and

shall also include motor oil, diesel fuel, gasoline (petrol), paint, solvents, dry cell and vehicle batteries, pesticides, and infectious or otherwise hazardous medical wastes from hospitals and clinics, metallic and/or oily sludges or solvents from commercial and industrial establishments, batteries, asbestos materials, pesticides, radioactive wastes, etc.

- xiv) "Month" means all the calendar days of the month.
- xv) "Plant" means all vehicles, equipment, animals, and facilities to be acquired or leased by the Contractor for purposes of performing the services required under this agreement.
- xvi) "Premises" means any land, building, and/or structure, or portion thereof.
- xvii) "Regulatory framework" means any laws, regulations, decrees and policies officially developed and approved by the government, including the local, and central government, for the purposes of regulating Solid Waste generation, collection, transport, recycling, reuse, treatment, and disposal.
- xviii) "Sanction" means penalties to be paid by the Contractor to the Council through adjustments in payments by the Council to the Contractor or otherwise, upon issuance by the Council of a Default Notice.
- xix) "Solid waste" means all waste material generated by households, institutions, commercial establishments, and industries and discharge from their premises for collection; all litter and clandestine piles of such wastes; and includes street litter, street sweepings, drain cleansings, Bulk Waste, Bundle Waste, dead animals and other waste materials, except Hazardous Waste.
- xx) "Week" means 7 consecutive days starting on Monday and ending on the following Sunday.
- xxi) "Zone" means designated area of service as part of this service agreement.
- xxii) "The Contract" means the agreement entered into between the Procuring entity and the Bidder, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- xxiii) "The Contract Price" means the price payable to the Bidder under the Contract for the full and proper performance of its Contractual obligations.
- xxiv) "The Procuring Entity" means the Nairobi City County.
- xxv) "The Bidder" means the individual or firm supplying the services under this Contract.
- xxvi) "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the contract impossible or so impractical as to be considered impossible under the circumstances.

III.2 Application

These General Conditions shall apply in all Contracts made by the Procuring Entity for the procurement of goods.

The standard general conditions of Contract for procurement of goods and services (issued by the Public Procurement Directorate) shall apply to this Contract unless the same have been expressly modified by conditions of particular application herein.

III.3 Applicable Law

The law governing the Contract shall be the laws of Kenya respectively unless otherwise stated.

III.4 Language

The language of the Contract shall be the English language unless otherwise stated.

III.5 Taxes

The Contractor shall in respect of this Contract assume full and exclusive liability for payment of all taxes, duties, levies, charges and contributions, of any nature whatsoever that are from time to time approved by either:

- i) The Government of Kenya or
- ii) Any other fiscal or other authority whatsoever, in respect of:
- iii) Employees or agents of the Contractor and its subcontractors and
- iv) The gains of the Contractor or its subcontractors arising directly or indirectly out of the performance of the services.

The Contractor hereby covenants and undertakes to defend indemnify and hold harmless the Procuring Entity from any and all claims, suits, costs, liabilities, judgments, fines, penalties, demands, loss or damage including any and all expenses, disbursements, costs, legal fees, sums and amounts which the Procuring Entity suffers, incurs or is put to result from or in any way connected with any assessment or imposition for which the Contractor is liable.

III.6 Force Majeure

If the performance of any obligations on the part of the selected Bidders shall be prevented or delayed by FORCE MAJEURE (which term shall include but not limited to weather, strikes, lock-out, boycotts, warlike actions, civil commotions, riots, embargoes, revolutions, earthquakes, fire, explosions catastrophe, governmental order or regulation, act of God or other similar contingency beyond the reasonable control of the Contractor or the Procuring Entity), the Bidder shall inform the Procuring Entity of the occurrence of such an event and thereupon his obligation(s) shall be suspended for as long as the said circumstances continue to exist. The parties of this Contract shall make every effort to minimize the effect of any of the above mentioned circumstances.

The start and termination of FORCE MAJEURE must be reported within the day of occurrence of the event, otherwise this event will not be recognized as FORCE MAJEURE.

The event of FORCE MAJEURE must be certified by official documents from relevant Government Departments.

III.7 Assignment

The Bidder shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring Entity's prior written consent.

III.8 Termination for Default

The Procuring Entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, terminate this Contract in whole or in part:

- i) If the Bidder fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity;
- ii) If the Bidder fails to perform any other obligation(s) under the Contract and
- iii) If the Bidder, in the judgment of the Procuring Entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

If the Contractor's employment is terminated and is not reinstated, the Procuring Entity shall:

- i) Cease to be under any obligation to make further payment until the costs, loss and / or damage resulting from or arising out of the termination of the Contractor's employment shall have been calculated and provided such calculations shows a sum or sums due to the Contractor;
- ii) Be entitled to exercise a lien over any of the equipment belonging to the Contractor for any sum due hereunder or otherwise from the Contractor to the Council;
- iii) Be entitled to employ and pay other persons to provide and complete the provision of the services or any part thereof and to use all such Contractors' materials, clothing, equipment, vehicles or other goods for the purposes thereof; and
- iv) Be entitled to deduct from any sum or sums which would have been due from the Council to the Contractor under that Contract or any other Contract or be entitled to recover the same from the Contractor as a debt, any loss or damage to the Council resulting from or arising out of the termination of the Contractors' employment. Such loss or damage shall include the reasonable cost to the Council of the time spent by its officers in terminating the Contractors employment and in making alternative arrangements for the provision of the services or any part thereof.

III.9 Termination for Insolvency

The Procuring Entity may (without prejudice to its other rights) terminate this Contract forthwith by notice in writing to the Bidder if a voluntary agreement is approved or an administration order is made, or a receiver or administrative receiver is appointed over any of the Bidder's assets or an undertaking or a resolution or a petition to wind up the Bidder's company is passed or presented (other than for the purposes of amalgamation or reconstruction) or if any circumstances arise which entitle the court or creditor to appoint a receiver, administrative receiver or administrator or to present a winding up petition or make a winding up order.

III.10 Resolution of Disputes

The Procuring Entity and the Bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a Contract dispute, either party may require adjudication in an agreed national or international forum, and/or internal arbitration.

III.11 Change of Ownership

In the event that the Contractor's business assets are sold, the Nairobi City County maintains the right to hold original owner solely liable. If, however, the Procuring Entity determines that the new ownership can adequately and faithfully render the service called for in this Contract for the remaining term of the Contract, then the Procuring Entity may elect to execute novation, allowing the new ownership to assume the rights and duties of this Contract and releasing the previous ownership of all obligation and liability. The new ownership would then be solely liable for any work and/or claims attendant to this agreement.

III.12 Illegal and Invalid Provision

Should any term, provision or other part of this Contract be declared illegal it shall be excised and modified to conform to the appropriate laws or regulations. Should any term, provision or other part of this Contract be held to be inoperative, invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with applicable laws or regulations. In both cases of illegal and invalid provisions, the remainder of the Contract shall not be affected but shall remain in full force and effect.

III.13 Joint and Several Liability

If the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable.

III.14 Binding Effect

The provisions, covenants, and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.

III.15 References

Bidders must include a list of references with respect to their general reputation of the bidder along with the bidder's skills and qualifications necessary to diligently and properly perform the work in accordance with the Contract. References are to be from clients to whom the Proponent has supplied similar services. At least three (3) references, complete with the person to contact, their telephone number, and the type of products/services provided should be included in the Bid. Please attach either completion certificates or letter of reference from respective client (e.g. Local authority, other government agencies, Residents Association, Hotels or Real estate management etc). Please refer to **Schedule 3, Section V Schedule of Requirements**.

The Procuring Entity reserves the right to check the references of any and all Bidders at any time during the evaluation process. References may be contacted by phone and/or in writing and any information received will be used to assist the evaluation committee to determine if a Bidder is compliant with this bid document.

The Procuring Entity will not enter into a contract with any Bidder whose references, in the opinion of the Procuring Entity, are found to be unsatisfactory.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

IV.1 Office Facilities

The Bidder is required to take over solid waste collection, transportation and disposal services functions from the Procuring Entity for the specific Zone. In addition, the Bidder will also take over street sweeping functions from the Procuring Entity. The bidder **must** maintain a local telephone number herein referred to as a customer care number physical address, e-mail address and qualified attendants as may be necessary to ensure communication between the Procuring Entity and Bidder and to receive and process complaints and/or to receive instructions and directions from the Procuring Entity.

IV.2 Liquidated Damages

If the Bidder fails to deliver any or all the services within the period(s) specified in the Contract, the Procuring Entity shall, without prejudice to its other remedies under the Contract, demand from the Contract price liquidated damages sum equivalent to 0.5% of the delivered price of the delivered services per month up to a maximum deduction of 10% of the delivered services. After this, the Procuring Entity may consider termination of the Contract.

IV.3 Project Manager

The Bidder shall assign a Project Manager who is responsible for implementation of the FP entirely. The Project Manager shall carry out the FP as a representative of the Bidder on a professional manner including managing and supervising all personnel related to the FP, preparing and submitting the required reports to the Procuring Entity, compiling and responding all the claims, and developing measures to improve their daily operation, but not limited to these actions herein.

IV.4 Supervisors / Drivers

- v) The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Bidder's are in the Key Personnel listed by titles as well as by name in **Schedule 4, Section V Schedule of Requirements** of the Bid Document will be approved by the Procuring Entity.
- vi) All drivers must have a current driver's licence with minimum driving of 5 years. The Procuring Entity reserves the right to discontinue the use of any driver for failure to perform in a satisfactory manner.
- vii) The Procuring Entity reserves the right to reject the contractor's personnel who, in the Procuring Entity's judgment, are not adequately qualified to perform the work or for just cause (lack of courtesy, profanity, repeated lack of compliance with operating procedures, unsafe operation). The Contractor shall make arrangements for a replacement.
- viii) The Contractor's employees shall consistently show the highest levels of customer services and courtesy.
- ix) The Contractor's employees shall display professional attitudes and behaviour, and be dressed in clean uniforms at and other relevant protective clothing all times.

IV.5 Vehicles and Equipment

- x) The Contractor's vehicles and equipment used for performing services shall be adequate and mechanically sound to perform the services required by the Contract as may be reasonably determined by the Procuring Entity from time to time.
- xi) The vehicles must fully contain the waste, eliminating potential nuisance such as odours, windblown litter and uncontrolled leachate discharge.
- xii) For special collections of solid waste, including bulky waste, garden wastes and large animal carcasses, the Contractor shall provide suitable vehicles such as flatbeds or tippers with appropriate lifting hoists as necessary.
- xiii) The Contractor shall paint all vehicles used for the routine collection of non-hazardous solid waste with a band on cabin depicting the colour assigned to the respective Zone and provide uniforms and other relevant protective clothing to the workers. The Contractor's name, telephone number, and vehicle number shall be visibly displayed on all collection vehicles in letters and figures not less than fifteen (15) cm high.
- xiv) As vehicles and equipment become fully depreciated or reach the end of their useful life, the Contractor shall immediately purchase, rent or lease vehicles and equipment to satisfy such requirements or replace such retired vehicles and equipment.
- xv) The Contractor shall ensure that all vehicles and equipment are registered and operate in compliance with all applicable laws and regulations.
- xvi) The Contractor shall keep all vehicles and equipment used for performing services in good repair, appearance and sanitary condition. All vehicles shall be washed and thoroughly disinfected every day.
- xvii) Each vehicle shall have at least one broom and shovel at all times to clean up solid waste that may have spilled or otherwise scattered during the process of collection and transportation.
- xviii) All lights, horns, warning devices, mufflers, fuel tanks and emission controls on said vehicles shall be kept operable at all times, with an average fleet downtime of no more than twenty five percent. A sufficient supply of spare parts shall be kept on hand to ensure the timely and continuous fulfilment of this Contract.
- xix) When vehicles are down for maintenance or repair it shall be the Contractor's obligation to provide a replacement vehicle from the spares in its fleet or a comparable replacement through rental or leasing arrangements and in cases where the colours are different, the contractor shall inform the employer accordingly.
- xx) All vehicles and equipment shall be operated by qualified and licensed operators.
- xxi) All vehicles shall be sufficiently secure and provided with tarpaulin cover so as to prevent any spilling or littering of solid waste. No vehicle shall be wilfully overloaded.
- xxii) The Contractor shall provide all collection vehicles with drainage tanks, so that the leachate leaking from the solid waste are captured and contained on the truck and spillage of such leachate to the streets is prevented. The leachate captured

and held within the drainage tanks are to be emptied only at the officially designated disposal site.

- xxiii) All vehicles shall maintain a manifest of time and movement, in all areas of collection including: departure time from the parking area at the start of work, arrival time and departure from the officially designated discharge location, site of collection and arrival time at the parking area at the end of work. Trucks which have their loads weighed or measured shall have this data included in the vehicle manifest. Downtime and nature of any breakdown and repair activities shall also be recorded in the manifest. Data from the trucker books shall be collated and presented in a monthly report of service delivery from the Contractor to the Department of Environment, NCC. In addition the Department shall have access to the trucker books upon demand.
- xxiv) All collection vehicles shall have some form of communication device on board (cell phone) to enable close supervision of the service between the Procuring Entity and the Contractor.
- xxv) The Contractor will ensure that waste is stored in standardized branded bags in their areas of operation for onward transportation to the final disposal site.
- xxvi) All vehicles/plants used for collection must be taken for inspection by the Chief Mechanical and Transport Engineer, Ministry Public Works. The bidder will be required to submit a mechanical inspection report by Chief Mechanical and Transport Engineer, Ministry Public Works to ascertain their road worthiness and load carrying capacity as per of this bid.
- xxvii) All vehicles must have a 15cm band on the cabin depicting the colour assigned to the respective Franchise Zone 7.
- xxviii) All vehicles/ plants used for collection must be subjected to inspection by the Chief Mechanical and Transport Engineer – Ministry of Public Works during the contract duration to ascertain their roadworthiness.

IV.6 Contract Performance Monitoring

The Contractor shall allow the Procuring Entity to have access at all times to inspect the work being conducted under this agreement, to inspect all records and documents maintained by Contractor regarding work performed under this agreement, and to inspect the plant, including spare parts inventories, stores, and workshop repair facilities.

The Contractors shall at all times work under the supervision of the Procuring Entity staff.

IV.7 Monitoring

The Procuring Entity has responsibility for monitoring and controlling the services conducted under this agreement.

IV.8 Cooperation

All works conducted under this agreement shall be subject to performance monitoring by the Procuring Entity. The Contractor shall cooperate fully with the efforts of the Procuring Entity to monitor and control the services.

IV.9 Complaints

The Contractor shall receive and respond to all complaints regarding services provided under this Contract within 72 hours as contained in the Procuring Entity service charter.

Any complaints received by the Procuring Entity will be directed to the Contractor's office. Should a complaint go unresolved for longer than two (2) days, the Procuring Entity will have the right to demand an explanation or resolution to its satisfaction.

The Contractor shall establish and operate a complaint and public liaison office within its assigned Franchise Zone of service. The Contractor shall also establish and operate a telephone line with a full time answering service or machine at the said office for receipt of complaints and public comments. Said office shall have at least one responsible person in charge and present during collection hours and shall be open during all collection hours.

IV.10 Service Coverage Area

The works are located in **Franchise Zone 1** (Westlands, Kitusuri, Parklands, Highridge, Muthaiga and Mathare) within the jurisdiction of the Nairobi City County as **the location map (Appendix B. 2)**.

The above Zone only indicates the TOR associated with this Contract and the Director of Environment may where necessary substitute the Zone with others within the jurisdiction of the County without substantially altering the overall scope of the works. The contract price shall be deemed to include for such changes and payment for measured works carried out on such alternative Zones shall be made using the relevant rates and prices entered in the Bills of Quantities. The Contractor shall be fully responsible for the cleanliness of the Zone, including removal of all non-hazardous solid wastes as required in **Clause II.B.1**.

IV.11 Number of Trips for Normal Beat

The Contractor shall provide a minimum number of 1 trip per day per Zone 1 for the fleet of vehicles under the normal beat.

IV.12 Hours of Services

The Contractor will work for 8-12 hours a day from Monday to Saturday and any other emergency that may occur subject to adequate Notice.

IV.13 Holidays

Collection service shall be provided on all holidays including Christmas Day.

IV.14 Routes and Schedule of Collections

The Contractor shall provide the Procuring Entity with maps and schedules of collection routes as presented in the Work Plan and keep such information current at all times. In the event of changes in routes or schedules that will alter the day of pickup the Contractor will notify the Procuring Entity accordingly.

Not less than fourteen (14) days prior to commencing service, the Contractor agrees to furnish for the Procuring Entity's approval the initial schedules and maps of all routes to be used in serving the area as specified in this Contract.

Any changes in routes / or schedules will also be subject to the Procuring Entity's approval which will not be unreasonably withheld.

IV.15 Containment

The Contractor shall cover and properly contain all solid waste loads with tarpaulins, nets or other means as appropriate to the type of vehicle or equipment being used during haul of solid waste from the collection service area to the disposal site.

IV.16 Unforeseen Occurrences

The Director of Environment or duly authorized representative shall be at liberty to call upon the Contractor to urgently attend to any emergency or unforeseen occurrence, **Clause III.6, General Conditions of Contract** notwithstanding.

IV.17 Identification

The Contractor shall provide all Contractor staff with identification cards, with their name, photo and identification number and require them to carry the said identification cards at all times for monitoring purposes. When required to do so by any of the Department of Environment's staff, the Contractor's staff shall submit their identification cards for inspection.

IV.18 Uniforms

The Contractor shall provide readily recognizable, brightly coloured shirts (or vests or waist coats) and trousers of a single design and colour to all its workers, to be worn at all times when performing services under this agreement, so that they can be readily observed and their performance can be readily monitored. Uniforms shall be replenished as they become worn or damaged.

IV.19 Protective Wear

The Contractor shall provide protective shoes and gloves to all workers, for use at all times during the performance of services under this agreement.

IV.20 Liability and Indemnity

The Contractor shall hold harmless, defend and indemnify the procuring entity from any claim or damage arising from the actual or alleged negligence of the Contractor in the performance of services and from willful or criminal acts allegedly occurring during services, including the times when the Contractor's vehicles are in transit.

IV.21 Insurance

The Contractor's vehicles shall bear vehicle insurance and general liability insurance coverage with insurance companies reasonably acceptable to the procuring entity throughout the term of this agreement and throughout any extension or renewal thereof, providing for replacement value in the case of the theft or damage and liability in the case of accident.

IV.22 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, sewerage systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the Procuring Entity.

IV.23 Certificate of Insurance

Prior to the commencement date under this agreement, certificates of insurance or verified copies of all insurance policies shall be provided to the Procuring Entity, together with a certificate of the insurer that the policy or policies are in full force and effect and that the same will not be altered, amended or terminated without thirty (30) days written notice having been given to the Procuring Entity.

All insurance policies shall be renewed at least fifteen days before expiry.

IV.24 Personnel

The Contractor warrants that it has and will throughout the Contract period have the experience and capability including sufficient and competent Project Manager, supervisors and other personnel to efficiently and expeditiously perform the services. If in the opinion of the Procuring Entity there is any inadequacy in the number or competence of persons engaged in performing the services, then the Contractor shall on request at no extra cost to the Procuring Entity provide additional or alternative competent persons.

The Contractor shall ensure that all Contractor staff employed under the Contract are at all times properly and sufficiently qualified, trained, competent, careful, skilled, honest, experienced, instructed and supervised as the case may be with regard to the services and in particular:

- xxix) The task or tasks such persons has to perform;
- xxx) All relevant provisions of the Contract;
- xxxi) All relevant policies, rules, procedures and standards of the Procuring Entity;
- xxxii) All relevant rules, procedures and regulatory requirements concerning health and safety at work;
- xxxiii) Fire risks and fire precautions;
- xxxiv) The need to maintain the highest standards of hygiene, courtesy, integrity and consideration; and
- xxxv) The need to recognise situations which may involve actual or potential danger to personal injury to any person at any location and where possible, without personal risk, to make safe such situations.

The Procuring Entity shall have the right to make a complaint regarding any employee of the Contractor who violates any provision hereof or who is wanton, negligent, or discourteous in the performance of his/her duties.

IV.25 Supervisor

The Contractor shall provide four (4) permanent supervisors of work dedicated just to the Franchise Zone. The Contractor shall schedule route supervision from Monday to Sunday providing relief personnel coverage when a permanent route supervisor is off duty.

IV.26 Defaults in Performance of Service

At any times after the commencement date of the Contract, the Procuring Entity may investigate each case where the Contractor has failed to properly perform the services in accordance with the provisions of the Contract. Where the Procuring Entity is satisfied that in any particular case the Contractor has failed to perform the services completely in accordance with the provisions of the Contract, the Procuring Entity shall be entitled to terminate the Contract.

In addition, where the service which has not been performed in accordance with the provisions of the Contract is in the opinion of the Procuring Entity, of such a type or

provided in such a frequency that the termination would be inappropriate and Procuring Entity shall be entitled to issue a default notice for rectification.

If the Contractor fails to remedy the services deficiency which is the subject of a rectification notice, the Procuring Entity shall be entitled to issue a termination notice.

Without prejudice to the generality of the foregoing, the following matters shall be included in the types of service deficiencies for which notices may be issued:

- xxxvi) Failure to properly collect, in compliance with the schedule, any solid waste within the Zone;
- xxxvii) Failure to clear spillages;
- xxxviii) Failure to clear backlogs of waste;
- xxxix) Failure to perform for a period of **1 month (30 days)** continuously;
- xl) Spillage of garbage on the roads during transportation; and
- xli) Failure to use standardised/ branded bags.

The time periods during which the Contractor is to remedy deficiencies shall be reasonable having regard to, inter alia, the nature of and the frequency of the services. Each time period shall commence when the Contractor is initially notified and shall require the Contractor to effect the following in respect of any deficiency involving or associated with collection of solid waste.

- xlvi) In respect of each notification made to the Contractor by 1.00 p.m. on any working day the Contractor shall remedy each deficiency by 6.00 p.m. on the same day **Clause IV. 12** above notwithstanding.
- xlvii) In respect of each notification made to the Contractor after 1.00 p.m. on any working day the Contractor shall remedy each deficiency by 1.00 p.m. on the following working day.
- xlviii) Each notice may refer to one or more than one elemental service deficiency.
- xlix) All notices shall be recorded and used by the Procuring Entity in determining the Contractor's overall services performance and shall also be used in determining financial penalties and whether the Procuring Entity may terminate the Contract.

IV.27 Financial Penalties

For the purpose of assessing whether financial penalties are recoverable by the Procuring Entity from the Contractor the following method shall be used:

Each notice issued shall correspond to the following default points.

- Default Notice: 2 points
- Termination notice: 3 points

Default Points in any one month	Increase of monthly Franchise Fee
0-10	Nil
11-20	0.5%
21-30	1.0 %
31-40	1.5 %
41-50	2.0 %

IV.28 Tipping Charges

All vehicles delivering garbage to the designated dumping site **MUST** pay the approved tipping charges prevailing at the time. Tipping charges will be the responsibility of the Contractor.

IV.29 Vehicles Identification

The Contractor shall submit list of all vehicles to be used to the office of the Director of Environment. In the event that the Contractor introduces new vehicles, express authority must be given by the Director of Environment in **writing**. The Contractor shall indicate vehicle characteristics, i.e. copy of the log book.

IV.30 Dumping Site

For purposes of this contract the designated dumping site is Dandora. Waste disposal will only be done between 6 a.m. and 6 p.m. In the event of any relocation within the duration of the contract, the same will be communicated to all the Contractors in writing. New rates shall then be negotiated and mutually agreed upon between the Contractor and the Procuring Entity to reflect the change in distance.

IV.31 Complaints

All complaints by the Contractors shall be directed in **writing** to the Director of Environment.

IV.32 Issuance of Policy Documents and Fees

- xlvi) The Bidder will be issued with one Bid document. A non-refundable fee of Kshs. 5,000 cash or bankers cheque payable to the Nairobi City County shall be paid for the document.
- xlvii) All documents, which have been issued for the purpose of Biding, will remain the property of Nairobi City County.
- xlviii) Documents will be collected from the Director of Procurement.

IV.33 Contractor's Obligation

All eligible contractors will be required to work within the Nairobi City County laws and by-laws and within any other administrative arrangement put in place by the Procuring Entity.

All eligible contractors will be required to comply with any other existing legislation governing the waste management sector.

IV.34 Machine Operations

- xl ix) This is not a mandatory requirement for this Contract.
 - 1) The scheduling of the machine operations will be at the discretion of the Director of Environment.

- li) Machine operations will be executed as and when **necessary** in the Zone. Before such a decision is made, request from the zonal supervisors in respective zone will have been received by the Director of Environment.

IV.35 Development of Final Work Plan

The Contractor is required to submit a **Final Work Plan** within thirty (30) days of the Contract Signing Date. The Final Work Plan should address each of the activities as prescribed for the Work Plan in the technical proposal, **Schedule 6, under Section V Schedule of Requirements** and incorporate refinements and modifications discussed and agreed upon between the Procuring Entity and the bidder prior to the execution of the Contract.

SECTION V SCHEDULE OF REQUIREMENTS

A. QUALIFICATION INFORMATION INDEX

The following particulars are to be provided by the Bidder within the appropriate spaces provided, or on separate pages if necessary:-

Schedule 1	Particulars of Bidder
Schedule 2	Financial Status
Schedule 3	Reference
Schedule 4	Qualification and Experience of Key Personnel
Schedule 5	Office / Facilities/ Workshop
Schedule 6	Work Plan
Schedule 7	Experience of the Firm
Schedule 8	Certificate of Bidder's or Representative's Sufficiency of Bid Documents and Particulars
Schedule 9	Joint Venture and Sub-Contracting
Schedule 10	Financial Details and Proposed Waste Charges
Schedule 11	Form of Bid
Schedule 12	Confidential Business Questionnaire
Schedule 13	Bid Security Form
Schedule 14	Performance Security Form
Schedule 15	Form of Agreement

Note: Failure to complete all these Schedules in full or the giving of false information may invalidate the Bidder and cause forfeiture of the Bid Bond. Particulars are to be entered in the appropriate place on the following pages or separate pages additionally.

SCHEDULE 1 PARTICULARS OF BIDDER

- 1.1 Name of Bidder
- 1.2 Postal address of Registered office
- 1.3 Telephone Number
- 1.4 Physical location of Registered office
- 1.5 Physical location of Godown, Yards, etc
- 1.6 Status of Bidder (Partnership, Limited Liabilities Co. etc)
- 1.7 Date of Registration with Registrar of Companies in Kenya (Attach copies of certificates)
- 1.8 Name of Directors/Partners, etc Nationalities
.....
.....
.....
.....
- 1.9 Name of person authorised to sign Bid documents
..... if not a Director listed above.

.....DateSignature of Bidder

SCHEDULE 2 FINANCIAL STATUS

- 2.1 Name and Address of Bankers (State Branch and Postal Address)
.....
- 2.2 Name of Account held at that Branch and Account Number
.....
- 2.3 Bidder to sign here authorising his Bank Manager to release details of the Account to City Treasurer, Nairobi City County, P.O. Box 30037 Nairobi, or his authorised representative, upon production of this signed authority
.....
.....
.....
.....
- 2.4 Nominal Share Capital
- 2.5 Paid up Share Capital
- 2.6 Number of shares issued
- 2.7 Annual Turnover on last audited accounts (**Attach a copy of audited Accounts**).....
- 2.8 Maximum value of supply/hire Contracts worked on concurrently within the last two years.
- 2.9 How many individual Contracts were represented in 2.8 above?
.....
.....
.....

2.10 Maximum value of all Bids worked on concurrently within the last two years

.....

2.11 How many individual Bids were represented in the answer 2.10?

.....

.....DateSignature of Bidder

SCHEDULE 3 REFERENCE

The Bidder shall submit a minimum of three (3) references related to recent projects within the past five (5) years that the Bidder was involved in. Each reference shall include a name, phone number, a contact person and description of services provided. **Please attach either completion certificates or letter of reference from respective client** (e.g. Local authority, other government agencies, Residents Association, Hotels or Real estate management etc).

1. Company Name:.....

Address:.....

Contact Name:.....

Telephone:.....

Description of services offered

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2. Company Name:.....

Address:.....

Contact Name:.....

Telephone:.....

Description of services offered

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3. Company Name:.....

Address:.....

Contact Name:.....

Telephone:.....

Description of services offered

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.....
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4. Company Name:.....

Address:.....

Contact Name:.....

Telephone:.....

Description of services offered

.....
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.....

.....Date.....Signature of Bidder

SCHEDULE 4 QUALIFICATION AND EXPERIENCE OF KEY PERSONNEL

Position	Name	Academic & Professional qualifications	Years of Experience	Years of Experience in proposed position	Description of duties/ responsibilities
Project Manager					
Supervisor 1		Not Applicable (NA)			
Supervisor 2		NA			
Supervisor 3		NA			
Supervisor 4		NA			
Driver 1		NA			
Driver 2		NA			
Driver 3		NA			
Driver 4		NA			
Driver 5		NA			
Driver 6		NA			
Driver 7		NA			

Attach CV's and academic/ professional certificates

Note: The Bidder shall list in this schedule the key personnel he will employ from headquarters and from site office to direct and execute the work together with their qualifications, experience, position held and nationality. Attach CV's & certified copies of Certificates.

.....DateSignature of Bidder

SCHEDULE 5 OFFICE/FACILITIES/WORKSHOP

The Bidder shall SUPPLY details hereunder of its office, workshop and any other facilities and location which are proposed to be utilized in connection with the proposed contract. **Attach copies of title, lease or rental agreement as evidence of Physical Address.**

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The Bidder shall SUPPLY details hereunder of its complaint and public liaison office which is proposed to be utilized in connection with the proposed contract. **Describe name, title and contracts of a person in charge of the office. Attach an organisational chart of the office.**

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.....DateSignature of Bidder

SCHEDULE 6 WORK PLAN

The Bidder shall describe details hereunder of a technical proposal that cover with the following two plans. **Add more pages to present fully descriptions of these plans. The detailed contents of each plan should be referred to Clause I.E.11.**

- (1) Comprehensive Waste Collection and Transportation Plan
 - (a) Organisation and allocation of collection and transportation crews
 - (b) Operation of the collection and transportation work with proper collection route maps (Attach a collection route map)
 - (c) Setting frequency of collection
 - (d) Collection method of waste charges
 - (e) Monitoring the performance under the implementation of the Pilot Project

- (2) Action Plans from the Signing of the Contract to the Commencement of the Pilot Project
 - (a) What kind of actions will be needed
 - (b) How these actions will be carried out
 - (c) When these actions will be made
 - (d) Who will be conducted these actions in order of appropriate time frame

SCHEDULE 7 EXPERIENCE OF THE FIRM

CLIENT NAME (name of company or organisation)	CLIENT CONTACT (contact person's name, address & phone number)	CONTRACT DESCRIPTION (type of work undertaken)	CONTRACT DURATION (commencement & completion dates)	CONTRACT VALUE (KSHS.)

.....DateSignature of Bidder

- (iv) That all the goods specified herein are available or can be available in adequate time during the currency of the Bid in the grades and quantities shown in the document, and that goods inadequacies will only be accepted for granting of time extension in the event of circumstances arising under expected risks or due to any action or directive of Government affecting all known suppliers of the affected material within Kenya, due to the circumstances beyond the reasonable control of all being concurrently affected thereby.
- 4. It is hereby certified that the information given in Schedule of Requirements and/or appended to this Bid is given in good faith and in the belief that it accurately represents the affairs of the Bidder at the date for submission of this Bid. It is understood that false information given herein these Schedules may render this Bid liable for disqualification.
- 5. It is further confirmed that no law suit, criminal or civil, lies has ever lain against the Bidder corporately or against any director individually and that the Bidder corporately has never been associated with any company, taken into receivership or liquidation or has individually himself or herself never had a suit for bankruptcy filed against them.

DATED THIS DAY OF
20.....

SIGNATURE
.....

NAME (BLOCK LETTERS)
.....

IN THE CAPACITY OF
.....

DULY AUTHORIZED TO SIGN FOR AND ON BEHALF OF
.....
.....

OF (POSTAL ADDRESS)
.....

SCHEDULE 9 JOINT VENTURE AND SUB-CONTRACTING

The Bidder shall state in the table provided details of any joint venture and subcontractors which it proposes to use in performance of the CONTRACT. The naming of any proposed joint venture and subcontractor shall imply acceptance or approval by Nairobi City County and Nairobi City County's rights shall not be prejudiced by any statement as to prospective joint venture and subcontractors hereunder.

Name and Address of Joint Venture	Nature of Activity Joint Venture	Area of Work Joint Ventured

Name and Address of Sub Contractor	Nature of Activity Subcontracted	Area of Work Subcontracted

.....DateSignature of Bidder

SCHEDULE 10 FINANCIAL DETAILS AND PROPOSED WASTE CHARGES

SNo.	Description	Item	Amount in (Ksh.)
1	Financial Status (Audited accounts & Certified bank statement for at least 2 years: 2011/2012 & 2012/2013)	Turnover	
2	Proposed waste charge payable to franchisee by waste generators		
	(A) Collection from Households (High and Middle Income)	Charge per month collection	
	(B) Public facilities	Charge per liner bag collection	
	(C) Public markets	Charge per ton	
	(D) Collection from Households (Low Income)	Charge per month collection	
	(E) Collection from Commercial Establishments	Collection per 70 litres container	
		Collection per 120 litres container	
		Collection per 240 litres container	
		Collection per 360 litres container	
TOTAL FOR A+B+C+D+E (Under SNo. 2 above)			
Basic Unit Franchise Fee= A+B+C+D+E Multiplied by 15%			

SCHEDULE 11 FORM OF BID

Date.....

Bid No.....

To.....

.....

.....

(Name and Address of Procuring Entity)

Gentlemen and /or Ladies

1. Having examined and understood the Bid documents in totality for the execution of the works as described therein, we, the undersigned, offer to execute, complete and maintain the whole of the said Works in conformity with the Conditions of Contract, Specifications, and Terms of Reference and in conformity with all Quality standards for the sum of Kenya Shillings

.....

.....

.....

.....

.....(in words)

Kshs..... (in figures) **being**

payment of Basic Unit Franchise Fee **to the Procuring Entity** as may be calculated in accordance with **SCHEDULE 10** above.

2. We acknowledge that the Appendix forms part of our Bid
3. We undertake, if our Bid is accepted, to deliver the said services in accordance with the special conditions of the Contract.
4. If our Bid is accepted, we will obtain the performance bond in a sum of Kshs.for the performance of the Contract, in the form prescribed by.....(procuring Entity).

5. We agree to abide by this Bid for a period of.....days from the date fixed for Bid opening in the instruction to Bidders and it shall remain binding upon us and may be accepted any time before the expiry of the period.
6. Until a formal Contract is prepared and executed, this Bid together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
7. We are fully equipped with equipment, vehicles and/or plant. Further, we are competent and have adequate Financial Resources and qualified personnel to execute the type of Works included in this bid. We are in a position to fulfil the said Contract in totality.
8. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this..... dayof 2013

Name and Signature in the
capacity ofduly authorised

To sign Bid, for and on behalf of

.....

P.O. Box

SCHEDULE 12 CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in part 1 and either Part 2(a). 2(b) or whichever applies to your type of business.

You are advised that it is a serious offence to give false information on this Form.

Part 1 – General

Business Name

Location of business premises; Country/Town

Plot No..... Street/Road

Postal address Tel No.

Nature of Business.....

Current trade License No. Expiring Date

Maximum Value of business, which you can handle at any time:
Kshs. (Shillings)

Name of your bankers

Branch

Part 2 (a) – Sole Proprietor

Your name in full Age

Nationality Country of Origin

Citizenship details

Part 2 (b) - Partnership

Give details of partners as follows:

Name in Full	Nationality	Citizenship Details	Shares
1.....
2.....
3.....

SCHEDULE 13 BID SECURITY FORM

Whereas(name of Bidder) hereinafter called the Bidder, has submitted its Bid dated(date of submission of Bid) for the(description of goods / services), (hereinafter called 'the Bid'),

KNOW ALL PEOPLE by these presents that We

.....

..... of having our registered office at.....(hereinafter called the Bank) are bound unto.....(name of Procuring Entity), hereinafter called the Procuring Entity, in the sum of For which payment will and truly to be made to the said Procuring Entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank thisday of20.....

The CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring Entity during the period of Bid validity,
 - a. Fails or refuses to execute the Contract form, if required; or
 - b. Fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders.

We undertake to pay the Procuring Entity up to the above amount upon receipt of its first Written Demand, without the Procuring Entity having to substantiate its Demand, provided that in its Demand the Procuring Entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions specify the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of Bid validity and any demand in respect thereof should reach the Bank not later than the above date

.....(signature of the Bank)

SCHEDULE 14 PERFORMANCE SECURITY FORM

(Note: Bidder should not complete the form of performance. Only the successful Bidder(s) will be required to provide performance security in accordance with the forms or in similar form acceptable to the Procuring Entity)

To.....(Name of Procuring Entity)

WHEREAS (Name of Bidder)

hereinafter called the Bidder) has undertaken, in pursuance of Contract No.

..... (reference Number of the Contract)

dated

..... 20..... (description of goods / services) (hereinafter called the 'Contract')

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a bank guarantee by a reputable Bank for the sum specified therein as security for compliance with the Bidder's performance obligation in accordance with the Contract

AND WHEREAS we have agreed to give the Bid a guarantee.

THEREFORE WE hereby affirm that we are guarantors and responsible to you / on behalf of the Bidder, upon a total of

..... (Amount of guarantee) as aforesaid, without you needing to prove or show ground or reasons for your demand or the sum specified therein.

This guarantee is valid until the (Day) of
20.....

Signature and seal of the Guarantors..... (Name of Bank or financial / institution).....

(Address).....

...

(Date)

SCHEDULE 15 FORM OF AGREEMENT

SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL SERVICES (To be completed only by successful bidder/Bidder)

This agreement made the day of 20
BETWEEN the Nairobi City County (hereinafter called “the Employer” of the one part
and.....of
..... (hereinafter called “the Client”) of the
other part.

WHEREAS the Employer is desirous that certain works / services should be
provided, viz: -

SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL SERVICES

And has accepted by a letter of acceptance dated (Date of letter of
acceptance)..... Accepted a Bid by the Client for the supply and
delivery of such goods / services, NOW THIS AGREEMENT WITNESSETH as
follows: -

1. In this Agreement, words and expressions shall have the same meaning as are
respectively assigned to them in the Conditions of Bid hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as
part of the agreement, viz.: -
 - (a) The Form of Bid with Appendix dated
 - (b) Surety undertaking
 - (c) The Form of Agreement
 - (d) The Form of Performance Bond
 - (e) The Conditions of Contract
 - (f) Specific Conditions
 - (g) Schedule of Requirements
3. In consideration of the payments to be made by the Employer to the Client as
hereinafter mentioned the Client HEREBY COVENANTS with the Employer

to provide the goods and services in conformity in all respects with the provisions of the Bid.

4. The Employer HEREBY COVENANTS to pay to the Client in consideration of the provisions of the goods and services and remedying of defects therein the Contract price or such other as may be described by the Contract.

IN WITNESS WHEREOF the parties hereto have set their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

The Common Seals
..... Was
hereunto affixed in the presence of: -
Signed, sealed and delivered by the said

.....
.....
In the presence of Signed
for and on behalf of the Employer
.....

Governor, Nairobi City County

B. APPENDIX

1. APPENDIX TO FORM OF BIDDER

Conditions of Bid.

Amount of Bid Bond or Guarantee	Kshs 200,000/=
Amount of performance Bond	Kshs 300,000/=
Time of Commencement from Director of Environment's order to commence	14 Days
Amount of Liquidated damages	0.5% per month
Limit of liquidated damages	10% of sum stated in letter of acceptance
Limit of retention money	5 % of Contract sum
Percentage of Retention Money	10%
Time within which payment of accepted certificate is to be made	90 days after certificate has been certified by the Director of Environment.
Appointment of arbitrator	Institute of Arbitrators (Kenya Chapter)

Date this day of 20

Signature In the capacity of

..... duly authorised to sign.

- To be filled by the Bidder

Bids on behalf

..... (in block capitals)

Address

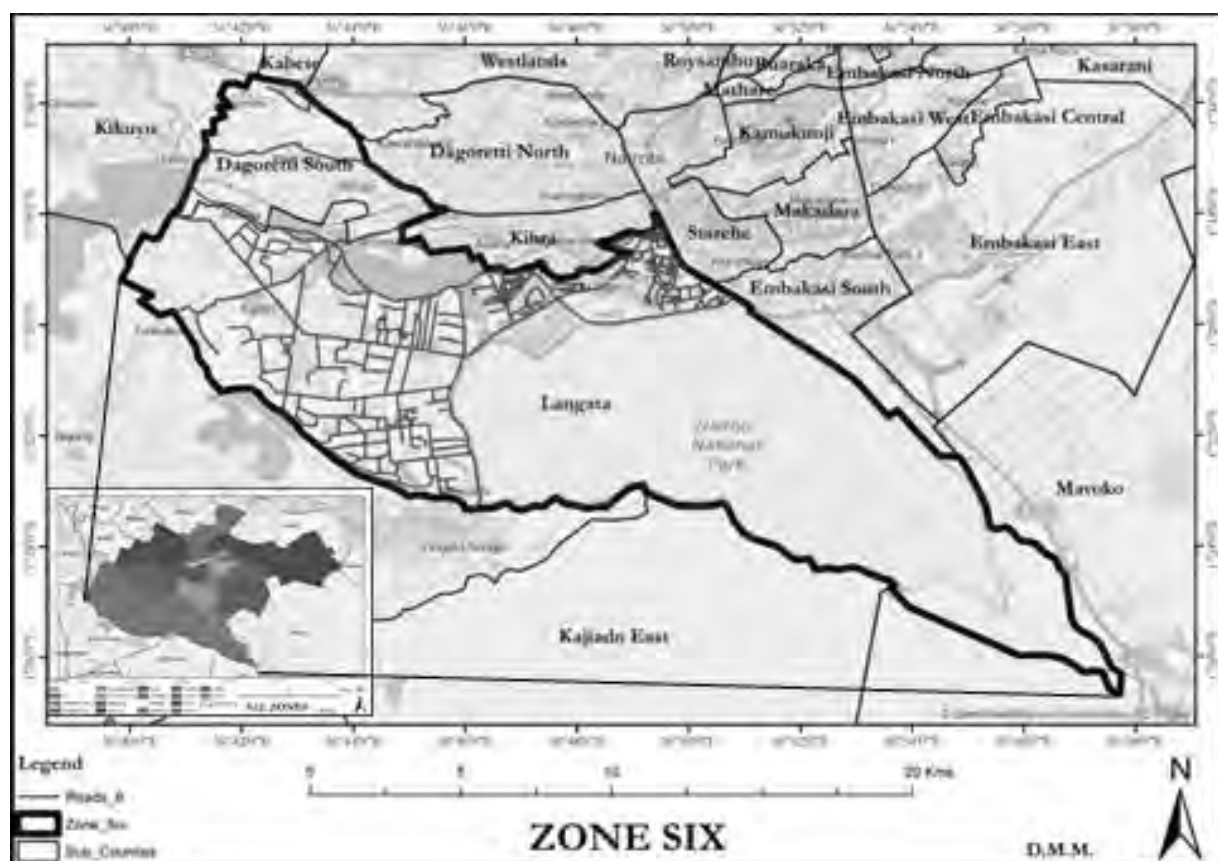
.....

Witness

.....

Occupation

3. LOCATION MAP AND ZONE 6 CHARACTERISTICS



Zone six covers the whole of Langata sub-county (consisting of Karen, Mugomoini, South C and Nairobi west CAWs) and Dagoretti South sub-county (constituting of Mutuini, Waithaka, Ngando, Riruta and Uthiru/ Ruthimitu CAWs) as indicated in the map above and table below. Please note that the Nairobi National park is in this zone in Mugomoini CAW.

The County Administrative Wards in Zone 6

Sub County	CAWs	Sub-location	Male	Female	Total	Households
Langata	Karen	Karen	4768	4028	8796	2861
Langata	Karen	Lenana	2682	2310	4992	1362
Langata	Karen	Hardy	4848	4266	9114	9166
Langata	Karen	Langata	6019	4382	10401	13759
Langata	Mugumo-Ini	Bomas	7912	8734	16646	2568
Langata	Mugumo-Ini	Mugumo-Ini	14410	15981	30391	2866
Langata	Nairobi West	Nairobi West	15812	17565	33377	4601
Langata	South C	South C	24028	23174	47202	8478
Dagoretti South	Mutuini	Kirigu	6097	6111	12208	9166
Dagoretti South	Mutuini	Mutuini	2918	2847	5765	13759

Dagoretti South	Waithaka	Kabiria	4859	4254	9113	3694
Dagoretti South	Waithaka	Waithaka	10464	11477	21941	1760
Dagoretti South	Ngando	Ngando	17615	16399	34014	2948
Dagoretti South	Riruta	Riruta	32370	32950	65320	6491
Dagoretti South	Uthiru- Ruthimitu	Ruthimitu	7493	7776	15269	11162
Dagoretti South	Uthiru- Ruthimitu	Uthiru	8435	8871	17306	20245
Total			210,570	211,864	422,434	4,434

This zone borders Mavoko sub-county to the east, Kajiado East and Kajiado North sub-counties to the south whose boundary is a river, Kikuyu sub-county to the west whose boundary is a road, Mountain View CAW to the north-west with Naivasha road as the boundary, part of Dagoretti North to the North with Naivasha road as the boundary, Kibra sub-county to the north as well, Starehe sub-county to the north-east with Mombasa road as the boundary and Embakasi South sub-county to the east whose boundary is the end of the national park. It covers an area of 233.2 square kilometres. The population in this zone is 422,434 people with 4,434 households (Table 1). Using a per capita output of waste of 0.65kgs, the daily waste generation in this zone is 274.6 tons.

The slums in this zone include: Mtumba that borders Wilson airport and Kenya Wildlife Services; City Cotton-Wilson that is on one corner of the Moi Educational Center School; Riverside Mbagathi that makes up the Kibra settlement; Quarry/Raila estate also part of Kibra settlement; Plot 10 (Oyende village) on the prison land and Kuwinda village in Karen.

ANNEX 3.26 Franchise Tender Document Franchise Zone9

Embakasi S, Part of Makadara, Starehe and Kamkunji



**NAIROBI CITY COUNTY
DEPARTMENT OF ENVIRONMENT**

**BID DOCUMENT
(REQUEST FOR PROPOSAL)**

M/S

CONTRACT NCC/DOE/T/245/2015-2016

**STREET SWEEPING, SOLID WASTE COLLECTION, TRANSPORTATION
AND DISPOSAL SERVICES
(FRANCHISE ZONE 9)**

2015

**COUNTY SECRETARY
NAIROBI CITY COUNTY
P.O.BOX 30075- 00100
NAIROBI**

**DIRECTOR OF SUPPLY CHAIN
MANAGEMENT
CITY HALL ANNEX
1ST FLOOR**

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NAIROBI CITY COUNTY



Governor's office
Fax: 22217704
Telephone: 2224281
Email: governor@nairobi-city.go.ke
Web: www.nairobi-city.go.ke

City Hall
P.O. Box 30075-00100
Nairobi
Kenya

NCC/DOE/T/245/2015-2016 – STREET SWEEPING, SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL in Imara Daima, Kwa Reuben, Kwa Njenga, Kware, Pipeline, Viwandani, parts of Maringo-Hamza, Makongeni, Nairobi South, Landi Mawe, part of Nairobi Central and part of Pumwani **(Franchise Zone 9)** FOR PERIOD 2015/18

Interested eligible bidders may inspect and purchase a complete set of tender documents from the office of the Director of Procurement, First Floor, City Hall Annex upon payment of a non-refundable fee of Kenya Shillings One Thousand (Kshs. 1,000/=) Only.

The complete tender document in a plain sealed envelope clearly bearing only the tender number and title of the Contract should be deposited in the Tender Box placed at the corridor of 1st floor City Hall Annex addressed to: -

County Secretary
Nairobi City County,
P.O. Box 30075-00100

NAIROBI.

E-mail: adm@nairobi-city.org
Website: www.nairobi-city.org

So as to reach him on or before **12.00 Noon** on **Tuesday, 10th March 2015**. The tenders will be opened soon thereafter at the Procurement Board Room, City Hall Annex, 1st Floor in the presence of bidders representatives who choose to attend.

Tenders must be accompanied by Tender Security in the form and amount specified in the Tender Documents.

Tenderers are requested to strictly abide by the requirements to avoid disqualification.

Nairobi City County is not bound to accept the lowest or any tender.

LILIAN W. NDEGWA
COUNTY SECRETARY

DEFINITION OF TERMS

- a) Basic Unit Franchise Fee - The fifteen (15%) of current contractor's income calculated from waste charge.
- b) Bidder - Party that offers to contest for a tender.
- c) CBO - Community Based Organization: Institution consisting of members from the local community who engage in solid waste management activities.
- d) Collection Capacity - Demonstrated ability to collect waste from prospective clients.
- e) Compliance - Adherence to set rules and guidelines.
- f) Franchise fee - The fifteen (15%) of current contractor's **total** income of waste collection and transportation contract payable to the Procuring Entity every three month after the operation.
- g) Financial Proposal - Written offer expressing capacity to manage funds appropriately and honoring of financial obligation.
- h) Financial status - Statement depicting how funds have been managed.
- i) Franchise System - A model whereby a successful tenderer is awarded a definite and exclusive contract to provide a defined service in a specific area.
- j) Franchisee - The party that will be awarded the tender to serve zone 6.
- k) Joint Venture - A business agreement in which the parties pool resources and work together for a finite time.
- l) Lead Partner - Principal party in a joint venture.
- m) NEMA - National Environment Management Authority
- n) Partner - One of the parties in a joint venture.
- o) Pre-qualification - Initial evaluation of a party's capacity to contest in the bid.
- p) PSP - Private Service Provider for solid waste collection, transportation and disposal.

- q) Recyclables - Waste items that can be transformed into usable products.
- r) Segregation at Source - Separation of waste into defined categories at the point of production.
- s) Solid Waste Collection - Transfer of solid waste from designated /undesignated collection points to the assigned solid waste collection truck.
- t) Solid Waste Disposal - Finally getting rid of solid waste in the designated site.
- u) Solid Waste - Municipal solid waste including waste from households, businesses and institutions, construction and demolition waste in small quantities, general solid wastes from hospitals (excluding hazardous wastes), waste from smaller industries that is not classified as hazardous, and wastes from streets, public areas and open drains. It is not concerned with wastes from agriculture, larger industries or the mining industries which normally handle their own wastes.
- v) Street sweeping - Removal of solid wastes e.g. silt, litter, pebbles etc. from public roads i.e. way levees, streets, highways, avenues, alleys and other pathway for public use.
- w) Solid Waste Transportation - Transfer of solid waste from the collection points to the final disposal site.
- x) Technical Proposal - Written offer expressing capacity in terms of special skills, knowledge and mechanics.
- y) TOR - Terms of Reference which explains the objectives, scope of work, activities, and respective responsibilities of the party involved in Nairobi City County and the Bidder, and expected contract result and deliverables.
- z) Tenderer - A party that offers a tender to serve the franchise zone 7
- aa) Zone 9 - One of the zones in Nairobi consisting of Imara Daima, Kwa Reuben, Kwa Njenga, Kware, Pipeline, Viwandani, parts of Maringo-Hamza, Makongeni, Nairobi South, Landi Mawe, part of Nairobi Central and part of Pumwani; that has been selected to pilot the franchising system of waste collection and transportation
- bb) Zoning - Division of the County into particular sections based on socio-economic characteristics

SECTION I INSTRUCTIONS TO BIDDERS

A. GENERAL

I.A.1 Bid Schedule

The schedule for the execution of this bid and the implementation of the inspection of bidder's offices/premises and vehicles during the evaluation are as follows:-

- i) Release of Bid Document (Request for Proposal): **Tuesday, 17th February, 2015**
- ii) Deadline for submitting Bids: **Tuesday, 10th March, 2015**
- iii) Deadline for evaluation of Bids: **Tuesday, 14th April, 2015**
- iv) Signing of contract: **Thursday, 30th April, 2015**
- v) Deadline for submitting Final Work Plan: **Friday, 29th May, 2015**
- vi) Commencement of Franchise System: **Friday, 1st July, 2015**

I.A.2 Eligible Bidders

To be eligible to respond to this tender, the Bidder must demonstrate that they or the principals assigned to the project, are fully licensed to do work of this nature and should also submit the completed Bidder's Questionnaire, Qualification Information & Form of Bid included with this tender. The **Nairobi City County** reserves the right to visit Contractor's site(s) to inspect equipment, facilities and licenses to determine if the Bidder has the required resources, is legally licensed and is qualified to perform the work as described in this tender.

I.A.3 Association of Joint Venture

While preparing the technical proposal, the Bidder should attend the following:

- i) For a proposal, a pre-qualified Bidder may boost its capacity for the assignment by
 - a) association with non-pre-qualified firms, with the Bidder as the lead firm and solely liable under the contract; or
 - b) forming a joint venture with non-pre-qualified firms, with the Bidder and the partners of the joint venture jointly and severally liable under the contract.

If the Bidder constitutes a joint venture, the Bidder submits **(i) a copy of the joint venture agreement with its technical and financial proposals** and **(ii) a power of attorney** (executed by all partners) that authorises the designated lead partner of the joint venture to act for the joint venture and to legally bind such joint venture in any contractual or similar documentation. Any joint venture agreement and joint venture power of attorney is attached to the Bidder's technical and financial proposals.

- ii) A pre-qualified Bidder (including any joint venture partner) can associate with another pre-qualified Bidder.
- iii) A pre-qualified Bidder, for a joint venture or an association (i.e., lead firm and sub-contractors), may broaden its capacity by adding additional partners or associates/sub-contractors, subject to the restrictions in (b) above, in its proposal.

- iv) The joint venture agreement identifies the lead partner. All partners in a joint venture sign the proposal unless the lead partner is nominated to do so in the power of attorney.
- v) If the Bidder form a joint venture or association with non-pre-qualified firms, the non-pre-qualified firms **MUST** submit the following documents in the technical proposal (**see Schedule 1, under Section V Schedule of Requirements**):
 - a) Current Year Single Business Permit for the firm bidding;
 - b) PIN Certificate of the firm bidding;
 - c) Certificate of incorporation of the firm bidding;
 - d) VAT certificate of the firm bidding;
 - e) Valid license to transport waste and acknowledgement of waste license application/license payment for vehicle registration number from NCC; and
 - f) NEMA Clearances.

I.A.4 Bidder's Memorandum

All bidders shall provide in **Section V Schedule of Requirements** and be evaluated in combination with technical and financial proposal.

I.A.5 One Bid per Bidder

Each Bidder shall submit one bid for Franchise Zone 9.

I.A.6 Cost of Bidding

The Bidder shall bear all the costs associated with the preparation and submission of its bid and the **Nairobi City County** hereinafter referred to as the "Procuring Entity" or "The County" will in no case be responsible for those costs, regardless of the conduct or outcome of the Biding process.

I.A.7 Site Visit

The Bidder, at the bidders own responsibility and risk is encouraged to visit and examine the site of required services and its surrounding areas, such as Dandora dumpsite and obtain all information that may be necessary for preparing the bid and entering into a contract for the services. The costs of visiting the site shall be at the bidders own expense.

B. BIDDING DOCUMENT

I.B.1 Contents of Bidding Document

The Bid document comprises the documents listed here below together with any addenda and amendments issued in accordance with conditions set herein:-

- i) Form of invitation to Bid (Tender Notice)
- ii) Instructions to Bidders
- iii) Terms of Reference
- iv) General Conditions of Contract
- v) Special Conditions of Contract
- vi) Schedule of Requirements

The Bidder is expected to examine carefully all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding document in every respect will be at the Bidder's risk and may result in rejection of its bid.

I.B.2 Clarification of Bidding Documents

A prospective bidder requiring any clarification of the Bid documents may notify the "Procuring Entity" in writing or by telephone or facsimile at the Procuring Entity's mailing address indicated in the Tender Notice. The Procuring Entity will respond in writing to any request(s) for clarification that it receives earlier than fourteen (14) days prior to the deadline for submission of Bids.

Written copies of the Procuring Entity's response(s) (including an explanation of the query but without identifying the source of the inquiry) will be sent to all prospective Bidders that have purchased and received the Bid documents.

I.B.3 Amendments of Bidding Documents

At any time prior to the deadline for submission of Bids, the Procuring Entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid documents by issuing addendum.

Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum to the Procuring Entity by signing on every page and returning a copy of the same to the **Director of Procurement** before opening of bids. Each addendum shall be firmly attached to the bidding document when returning the same to the Procuring Entity.

To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids the procuring entity may, at its discretion extend the deadline for the submission of Bids.

C. PREPARATION OF BIDS

I.C.1 Language of Bid

The Bid and all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity shall be written in the English Language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in another language provided they are accompanied by an appropriate translation of pertinent passages in the above stated language. For the purpose of interpretation, the English language shall prevail.

I.C.2 Bid Prices

The Bidder shall indicate on the appropriate price schedule the unit prices for the services it proposes to charge under the Contract in accordance with **Clause II.B.5**.

Bidders are required to insert the appropriate rate of Value Added Tax (VAT) in force at the time of Bidding.

I.C.3 Currencies of Bid

Bids shall be priced in Kenya shillings.

I.C.4 Prices Adjustment

Prices for all services provided under this contract shall remain fixed for the three-year term of the Contract after which they may be subject to review.

I.C.5 Bid Validity

The Bid shall remain valid for a period of ninety (90) days from the specified date of Bid closing. A Bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

In exceptional circumstances prior to expiry of the bid validity period, the Procuring Entity may request that the Bidders extend the period of validity for a specified additional period. The request and the Bidders responses shall be made in writing. A Bidder may refuse the request without forfeiting its bid security. A Bidder agreeing to the request will not be required nor permitted to modify his Bid, but will be required to extend the validity of his Bid Security correspondingly.

I.C.6 Bid Security

The Bidder shall furnish as part of its bid, a **bid security** in the amount of **Kshs. 200,000** either in form of bank guarantee or bankers cheque payable to the **Nairobi City County**, valid for at least **120 days** from date of bid opening.

The Bid Security **MUST** be submitted together with the Bid when depositing in the Tender Box at the entrance to the Director of Procurement's office, City Hall Annex, First Floor, Room 105.

The Procuring Entity will reject any Bid not accompanied by an acceptable Bid security as non-responsive.

Bid securities of unsuccessful bidders will be discharged/ returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of Bid validity prescribed by the Procuring Entity.

The successful Bidder's bid security will be discharged upon the Bidder signing the Contract and furnishing the required performance security.

The Bid security may be forfeited.

- i) If the Bidder withdraws its Bid after Bid opening during the period of Bid validity or
- ii) In the case of a successful Bidder, if it fails within the specified time limit to:-
 - a) Sign the Contract in accordance with **Clause I.F.7** of instructions to Bidders.
 - b) Furnish the necessary performance security in accordance with **Clause I.F.8** of instructions to Bidders.

I.C.7 Format and Signing of Bids

The Bidder shall prepare two copies of the Bid, clearly marking each "**ORIGINAL BID**" and "**COPY OF BID**" as appropriate. In the event of any discrepancy between them, the original shall prevail.

The original and copies of the Bid shall be typed or written in **indelible ink** and shall be signed by the Bidders or a person or persons duly authorized to bind the Bidder to the Contract. Proof of authorization shall be furnished in the form of a written power of attorney which shall accompany the Bid. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.

The complete Bid shall have no interlineations or erasures or overwriting except as necessary to correct errors made by the Bidder in which case such **corrections shall be initialed by the persons signing the Bid.**

I.C.8 Duration of Services

The Contract shall run for a period of **three (3) years** effective from the date the award letter is issued and the contractor has accepted the award in writing. This award letter is a form of contract; however, it does not exempt any contractor from signing the contract agreement.

This Contract may be terminated before the expiry of the three (3) year period. In such an event, the Contractor will be informed in good time (2 months in advance) and in writing.

In the event that this Contract may be extended beyond the Contract period, then the Contractor would be informed by the Procuring Entity in writing and such an extension shall not exceed ninety (90) days.

D. SUBMISSION OF BIDS

I.D.1 Sealing and Marking of Bids

The Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelope as “ORIGINAL” and “COPY”. The envelopes shall then be sealed in an outer envelope.

The outer envelope shall:

- i) be addressed to the:-
County Secretary,
Nairobi City County,
P.O. Box 30075 - 00100
Nairobi.
- ii) bear the following identification only:
STREET SWEEPING, SOLID WASTE COLLECTION AND DISPOSAL SERVICES – FRANCHISE ZONE 9
And the words
DO NOT OPEN BEFORE AT 12.00 noon on Tuesday, 15th April, 2015 as per Bid Notice.

The inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared “Late”.

If the outer envelope is not sealed and marked as instructed above, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the Bid. A Bid opened prematurely for this cause will be rejected by the Procuring Entity and returned to the Bidder.

I.D.2 Deadline for Submission of Bids

Bids must be received by the Procuring Entity at the address specified above not later than **AT 12.00 noon on Tuesday, 10th March, 2015** (as per Bid notice herein.)

The Procuring Entity may, at its discretion, extend the deadline for the submission of Bids by amending the Bid documents in accordance with **Clause I.B.3** in which case all

rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

I.D.3 Late Bids

Any Bid received by the Procuring Entity after the deadline prescribed in **Clause I.D.2** will be returned unopened to the Bidder.

I.D.4 Modification and Withdrawal of Bids

The Bidder may modify and withdraw his bid submission provided that written notice of the modification or withdrawal is received by the Procuring Entity prior to the prescribed deadline for submission of bids.

The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with provisions for the submission of Bids as stipulated under **Clause I.D.1** above. A withdrawal notice may also be sent by telex or cable but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.

No Bid may be modified after the deadline for submission of Bids.

No Bid may be withdrawn in the interval between the deadline for submission of Bids and the period of Bid validity specified by the Bidder on the Bid form. Withdrawal of Bid during this interval may result in the Bidder's forfeiture of his Bid security.

E. BID OPENING AND EVALUATION

I.E.1 Opening of Bids

The Procuring Entity will open all Bids in the presence of Bidders' representatives who choose to attend at City Hall on the date, place and time given on the Bid Notice herein.

The Bidders' representatives who are present shall sign a register evidencing their attendance.

Bidders' names, Bid modifications or withdrawals, Bid prices and the presence or absence of required Bid security and such other details as the procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

The Procuring Entity will prepare minutes of the Bid opening.

I.E.2 Process to be Confidential

After the public opening of Bids, information relating to the examination, clarification, evaluation and comparisons of Bids and recommendations concerning the award of Bid shall not be disclosed to Bidders or other persons not officially concerned with such process until the award of Bid is announced.

Any effort by the bidder to influence the Procuring Entity in the process of examination, classification, evaluation, comparison of bids and decision concerning award of contract shall result in the rejection of its bid.

I.E.3 Clarification of Bids

To assist in the examination, evaluation and comparison of Bids, the Procuring Entity may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

I.E.4 Examination of Bids and Determination of Responsiveness

Prior to the detailed evaluation of bids, the Procuring Entity will determine whether each bid is substantially responsive to the requirements of the bidding documents.

For the purpose of this Clause, a substantially responsive bid is one, which conforms to all the terms, conditions and specifications of the bidding documents without material deviation or reservation. A material deviation or reservation is one that affects in any substantial way the price, scope, quality, completion, timing or administration of the works to be undertaken by the bidder under the contract. Or which in any substantial way is inconsistent with the bidding documents, the Procuring Entity's rights or the bidder's obligations under the contract and the rectification of which would affect unfairly the competitive position of other bidders who have presented substantially responsive bids at reasonable price.

A bid determined to be substantially non-responsive will be rejected by the Procuring Entity and will not subsequently be made responsive by the bidder by way of correction of the non-conformity.

The Procuring Entity may accept any non-material deviation or reservation provided that the acceptance thereof does not prejudice or affect the relative ranking order of any bidder in the evaluation of bids.

I.E.5 Correction of Errors

Bids determined to be substantially responsive will be checked by the Procuring Entity for any arithmetical errors in computation and summation. The Procuring Entity will correct errors as follows:

- i) Where there is discrepancy between amounts in figures and in words, the amount in words will prevail;
- ii) Where there is discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the Procuring Entity there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern; and
- iii) In the event that as a result of checking the arithmetical errors, the multiplication of unit rates, the quantities and the summation, the Corrected Bid Price differs from the Quoted Bid Price by the Bidder, the correction by the Procuring Entity shall prevail.

If the bid is corrected for arithmetic errors and a bidder does not accept the correction of the said errors as outlined above, the bid will be rejected.

I.E.6 Evaluation and Comparison of Bids

The Procuring Entity will evaluate and compare only those bids determined to be substantially responsive to the requirements of the bid documents.

The evaluation of bid by the Procuring Entity will take into account, in addition to the Bid amounts, the following factors:

- i) Arithmetic errors corrected by the procuring entity in accordance with relevant clause herein;
- ii) Non-material deviations from or reservations to the Bid documents that are quantifiable; and,

- iii) Such other factors of a Technical, Financial, Contractual or Administrative nature that the Procuring Entity considers may have a significant impact on Bid execution price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.

Offers, deviations and other factors that are in excess of the requirements of the Bid or otherwise result in the accrual of unsolicited benefits to the procuring entity shall not be taken into account in Bid evaluation.

I.E.7 Evaluation Methodology

The Bids evaluation committee will evaluate Bidders in terms of technical proposal and financial proposal. The ratio of technical and financial evaluation shall be 70 and 30 respectively. Procuring Entity will take into consideration when awarding the contract the sum of the scores for each criterion. The following two requirements carry a 100% maximum score with a cut off score of 65%.

I.E.8 Evaluation Criteria of Technical Proposals

Requirements/Criteria shall be evaluated in accordance with the following listing and the weights assigned to each criteria:

- i) **Personnel: 25%**
- ii) **Head Office Backup: 5%**
- iii) **Work plan: 60%**
- iv) **Experience, past performance, references and bidder capability: 10%**

A. BID TECHNICAL EVALUATION MATRIX

No	Description of Criteria	Max Score	Requirements	Evaluated as	Score
1.	PERSONNEL (25)				
	Qualification of key personnel to be deployed indicating the minimum academic qualification and experience. Clause IV.3 and IV.4, Section IV Special Conditions of Contract		See Schedule 4, Section V Schedule of Requirements		
	Project Management (10 marks)				
	(i) Academic qualifications and CV's attached	3	Attach copies of academic Certificate(s) and CV's	Ph D Master's Bachelor's & Others	3 2 1
	(ii) Professional qualification	2	-ditto-	Yes No	2 0
	(iii) Previous experience	5	Years of experience • Same projects (i.e., Street Sweeping waste collection & transportation work)	More than 5 years 5 – 3 years 3 – 1 years More than 5	5 4 3 2

No	Description of Criteria	Max Score	Requirements	Evaluated as	Score
			<ul style="list-style-type: none"> Similar projects (related to cleansing & renovation work) 	years 5 – 3 years None	1 0
	Supervisors Experience of supervisors.	8	Years of experience <ul style="list-style-type: none"> Same projects (i.e., waste collection & transportation work) 	More than 5 years 5-4 years 3-1 years Less than 1 year	8 4 2 0
	Drivers Experience of drivers.	7	Valid driving licence and minimum of 3 year experience	5-4 years 3-1 years Less than 1 year	7 3 0
2.	HEAD OFFICE BACKUP (5)				
	Evidence of physical address of the Head Office Clause IV.1, Section IV Special Conditions of Contract	2	Attach copies of title, lease or rental agreement See Schedule 5	Yes No	2 0
	Establishment of a complaint and public liaison office (3 marks) Clause IV.9	2	Name, title and contacts of a person in charge of the office	Yes No	2 0
		1	Organisational chart of the office	Yes No	1 0
3.	WORK PLAN (60)				
	Comprehensive Street Sweeping, Waste Collection and Transportation Plan Clause I.E.12		See Schedule 6		
	Allocation plan of Street Sweeping, waste collection and transportation vehicles and crews to cover Zone 9	10	Suitability of numbers and type of vehicles and other equipment and crews proposed depending on the area.	V good Good Fair Poor	10 6 3 0
	Collection and transportation route (12 marks) Clause IV.14	6	Map to be attached	Yes No	6 0
		6	Appropriateness of the route(distance, traffic and time taken)	Good Fair Poor	6 2 0

No	Description of Criteria	Max Score	Requirements	Evaluated as	Score
	Methodology of collection of waste charges (10 marks)	10	Appropriateness of method of the collection depending on areas to be covered	V. Good Good Satisfactory Poor	10 6 3 0
	Management and monitoring of Street Sweeping , waste collection and transportation work(monitors tools,schedules,plans and reporting formats)	8	Appropriateness of management and monitoring plans depending on areas to be covered	V. good Good Satisfactory Poor	8 4 2 0
	Action Plan from the Signing of the Contract to the Commencement of the Pilot Project- (Mobilization) (20 marks) Clause I.F.7				
	What kind of actions will be needed	4	Description of what kind of actions will be needed	Good Satisfactory Poor	4 2 0
	How these actions will be carried out	4	Description of how these actions will be carried out	Good Satisfactory Poor	4 2 0
	When these actions will be made	4	Description of when these actions will be made	Good Satisfactory Poor	4 2 0
	Who will conduct these actions	4	Description of who will be conducted these actions	Good Satisfactory Poor	4 2 0
	Time frame of the action plans	4	Chart of the time frame	Good Satisfactory Poor	4 2 0
4.	EXPERIENCE (10)				
	Experience that the firm has been providing Street Sweeping , solid waste collection services or as other contracts (8 marks) Schedule 7	5	Number of letters of reference from county government or any other local authority or client (original)	More than 3 letters 3 – 1 Nil	5 3 0

No	Description of Criteria	Max Score	Requirements	Evaluated as	Score
		3	Number of letters of award completion certificate from county government or any other local authority or client (copies)	More than 3 letters 2 letters 1 letter Nil	3 2 1 0
	Current commitments Schedule 7	2	Copies of contract agreements	Yes No	2 1
	TOTAL TECHNICAL SCORE (1+2+3+4)	100			

I.E.9 Evaluation Criteria of Financial Proposals

The Bids evaluation committee will evaluate the financial proposals' responsiveness to the TOR, applying the evaluation criteria as stated in **Sub Clause (i) & (ii) below**. Each responsive proposal receives a financial score.

Requirements/Criteria shall be evaluated in accordance with the following listing and the weights assigned to each criteria:

- v) **Financial status: 50%**
- vi) **Proposed waste charge payable to franchisee by waste generators: 50%**

B. BID FINANCIAL EVALUATION MATRIX

No	Description of Criteria	Max Score	Requirements	Amount in Ksh.	Score
1	Financial Status (Audited accounts & Certified bank statement for at least 2 years: 2012/2013 & 2013/2014)	50	Turnover	5-7.5 Million 7.6-10 Million 11-15 Million >15 Million	10 20 30 50
2	Proposed waste charge payable to franchisee by waste generators (50)				50
	Street Sweeping and waste Collection from Households	10	Charge per month collection	Above 800 701-800 601-700 501-600 500 and below	1 3 6 9 10

No	Description of Criteria	Max Score	Requirements	Amount in Ksh.	Score	
	Street Sweeping and waste Collection from Public facilities	10	Charge per liner bag collection	Above 100	1	
				80-100	3	
				60-80	6	
				50-60	9	
				Below 50	10	
	Waste Collection from Public markets	10	Charge per ton	Above 600	1	
				501-600	3	
				351-500	6	
				201-350	9	
				200 and Below	10	
	Collection from Designated CBO's Holding points (Franchise Zone)	10	Charge per tonne collection	Above 2000	1	
				1501-2000	3	
				1001-1500	6	
				500-1000	9	
				Below 500	10	
	Street Sweeping and waste Collection from Commercial Establishments	2.5	Collection per 70 litres container	Above 400	1.5	
Below 400				2.5		
2.5				Collection per 120 litres container	Above 700	1.5
					Below 700	2.5
					2.5	Collection per 240 litres container
Below 1200	2.5					
2.5	Collection per 360 litres container	Above 1600	1.5			
		Below 1600	2.5			
TOTAL FINANCIAL SCORE (1+2)		100				

A-Technical Score

B-Financial Score

I.E.10 Ranking

In order to ensure technical to financial score ratio is maintained at 70% to 30% respectively, computation of the final score will be done using the formula indicated below:-

$$\text{Final Score (\%)} = \frac{\text{Total Financial Score} \times 30}{100} + \frac{\text{Total Technical Score} \times 70}{100}$$

After such final ranking, the first-ranked bidder will be invited for contract negotiations.

In the event that the first-ranked bidder declines or negotiation on the offer fails, then the second-ranked bidder will be invited and if need be any other evaluated and ranked bidder thereafter.

I.E.11 Head Office Backup

The Bidders shall organize and operate a backup support by their head office. The backup support shall function as measures against sudden incidents, response to urgent request from customers through establishment of a complaint and public liaison office as stipulated in **Clause IV.9**, alternation of waste collection and transportation plan, allocation of urgent expenses, and so forth.

I.E.12 Contents of Work Plan

The Bidders shall submit a Work Plan in the technical proposal. The contents of the Work Plan shall include at least but not limited to the following:

i) **Comprehensive Waste Collection and Transportation Plan**

The plan should present how to organize collection and transportation crews, allocate their resources, operate the collection and transportation, work with proper collection route maps, set up the frequency of collection, collect waste charges, and monitor their performance under the implementation of the project described in **Section II Terms of Reference**.

ii) **Action Plans from the Signing of the Contract to the Commencement of the project**

The Bidders should also present any actions required for start-up of the PP. The Action Plans should mention clearly what kind of actions will be needed, how these actions will be carried out, when these actions will be made, who will be conducted these actions in order of appropriate time frame. It is recommended to use proper charts and tables for better understanding of the plans.

I.E.13 Inspections of Bidders Premises and Vehicles

The Procuring Entity or its representative shall have the right to visit the bidder's premises to inspect the vehicles to confirm their conformity to the contract specifications during the evaluation.

The inspections shall be conducted on the premises of the bidder or its subcontractor(s). If conducted on the premises of the bidder or its subcontractor(s), all reasonable facilities and assistance, including access to vehicle data, shall be furnished to the evaluators at no charge to the Procuring Entity.

I.E.14 Preference for Domestic Bidders

Domestic bidders shall not be eligible for any margin of preference in Bid evaluation.

I.E.15 Minority or Women Business Enterprises (MBE/WBE) Participation

It is the desire of the **Nairobi City County (NCC)** to increase the participation of minority or women-owned businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Bidders are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If bidders are considering minority or women owned enterprises participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a bidder is considered for award, he will be asked to meet with NCC staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

F. AWARD OF CONTRACT

I.F.1 Negotiations

Subject to any amendment, negotiations are held after the Bids evaluation committee. The date and the venue of negotiations will be communicated to the first-ranked bidder from the Procuring Entity at the time of the Bids evaluation committee. Representatives conducting negotiations for the bidder must have written authority to negotiate and conclude a contract.

I.F.2 Technical Negotiations

Negotiations include a discussion of the technical proposal, the proposed work plan with a waste collection and transportation plan and schedule, organization and personnel, and any bidder's suggestions to improve the TOR. The Procuring Entity and the bidder finalize the TOR.

I.F.3 Financial Negotiations

The financial negotiations include a discussion of the proposed waste charges, and the method of collection of the charges and payment of the Franchise Fee. The quantities of expected customers may be increased or decreased from the estimation shown or otherwise agreed in the financial proposal.

I.F.4 Procuring Entity's Right to Accept or Reject Any or All Bids

The Procuring Entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the procuring entity's action.

The Procuring Entity reserves the right at the time of Contract award to increase or decrease the quantity of services originally specified in the schedule of requirements without any change in unit price or other terms and conditions. This will be variation of the scope/quantity that is only limited to 10% of the contract amount.

I.F.5 Conclusion of the Negotiations

Negotiations conclude with a review of the draft contract. To complete negotiations, the Procuring Entity awards the contract to the selected bidder. If negotiations fail, the Procuring Entity invites the next-ranked bidder depending on the selection method to negotiate a contract.

I.F.6 Notification of Award

Prior to the expiration of the period of tender validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted.

The notification of award will signify the formation of the contract subject to the signing of the Contract between the bidder and the Procuring Entity pursuant to **Clause I.F.7**. Simultaneously the other bidders shall be notified that their bids were not successful.

Upon the successful Bidder's furnishing of the performance security pursuant to **Clause I.F.8**, the Procuring Entity will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to **Clause I.C.6**.

I.F.7 Signing of Contract

At the same time as the Procuring Entity notifies the successful Bidder that its Bid has been accepted, the procuring entity will send the Bidder the Contract form provided in the Bid documents, incorporating all agreements between the parties.

Upon expiry of fourteen (14) days of receipt of the Contract form the successful Bidder shall sign the Contract and return it to the Procuring Entity.

The contract will be definitive upon its signature by the two parties.

The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

I.F.8 Performance Security

Within thirty (30) days of receipt of the notification of Contract award, the successful Bidder shall furnish the Procuring Entity with the performance security in the sum of **Kshs. 300,000.00**. The performance security shall be a Bank guarantee, cash or bankers cheque payable to the **Nairobi City County**.

The form of performance security provided in the Bid documents may be used or some other form acceptable to the Procuring Entity provided that such other format incorporates all conditions contained in the form provided herein.

The proceeds of the performance security shall be payable to the procuring entity as compensation for any loss resulting from the Bidders failure to complete its obligations under the Contract (including hire of equipments / vehicles if the Bidder fails to execute the Contract.)

The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the Bidders' performance obligation under the Contract.

I.F.9 Corrupt or Fraudulent Practices

The Procuring Entity requires that Bidders observe the highest standard of ethics during the procurement process and execution of Contracts. A bidder shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

The Procuring Entity will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question.

Further a Bidder who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in Public Procurement in Kenya.

I.F.10 Discounts Offered and Nil Included Rates

The Bidders are reminded that no 'nil' or 'included' rates or 'lump sum' discounts will be accepted. The rates for various items should include discounts if any.

I.F.11 Sub Contracting

Bidders are referred to **Clause III.7** of the General Conditions of Contract herein.

I.F.12 Prevention of Corruption

The Procuring Entity reserves the right to cancel and to recover from the Bidder the amount or any loss from such cancellation.

If the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or for bearing to do so

or having done or forborne to do action in relation to obtaining or execution of the Contract with the Procuring Entity, or for showing or for bearing to show favor to any person in relation to the Contract or to any other Contract with the Procuring Entity, or if the like acts have been done by any person employed by such Contractor or acting on his behalf (with or without the knowledge of the Contractor) or if in relation to any Contract with the Procuring Entity the Contractor or any person employed by him or acts on his behalf shall have committed an offence under Prevention of Corruption Act.

SECTION II TERMS OF REFERENCE

A. GENERAL

II.A.1 Outline of the Franchise System

The franchise system is designed to provide a waste collection and transportation framework that allows for a critical mass of collection points to create efficiency by granting to one successful tenderer with raising public awareness on proper solid waste management. The successful tenderer or “Franchisee” shall be a single private service provider (hereinafter referred to as “PSP”) or a single joint venture (hereinafter referred to as “JV”) that is the exclusive authority to provide waste collection and transportation services in three designated area which are; Imara Daima, Kwa Reuben, Kwa Njenga, Kware, Pipeline, Viwandani, parts of Maringo-Hamza, Makongeni, Nairobi South, Landi Mawe, part of Nairobi Central and part of Pumwani (Franchise Zone 9).

II.A.2 Background of the Pilot Project

The City of Nairobi is the capital of the Republic of Kenya. It is the largest administrative, commercial and industrial centre of the country and has been experiencing rapid urbanization due, largely, to the migration from rural areas and the natural increase of population. The population of the city in 2009 was estimated at 3.14 million, and it is predicted to reach 5.94 million by the year 2030.

The establishment of a proper solid waste management system is therefore an urgent issue requiring prompt resolution. The final disposal site at Dandora, an open dumping type landfill with a capacity of 500,000 cubic metres (m³) has already received 1.8 million m³ and this has a detrimental effect on the surrounding environment. In addition, the solid waste management done by the city is insufficient and does not cover the collection of solid wastes generated at present, especially, in low income residential areas. The situation has been creating serious problems in hygiene, as well as environmental and aesthetic conditions to the people of Nairobi City.

Kenya Vision 2030 is the country’s new development blueprint covering the period 2008 to 2030. It aims to transform Kenya into a newly industrialised “middle-income country providing a high quality life to all its citizens by the year 2030.” The Vision was developed through an all-inclusive and participatory stakeholder consultative process, involving Kenyans from all parts of the country. It also benefited from suggestions by some of the leading local and international experts on how the newly industrialising countries around the world have made the leap from poverty to widely-shared prosperity and equity.

Kenya Vision 2030 is divided into three fundamental pillars: the Economic, Social and Political pillars. The social pillar aims at realising a just and cohesive society enjoying equitable social development in a clean and secure environment, and it envisions Kenya becoming a nation that has a clean, secure and sustainable environment by 2030. So as to realise this strategy, the document explains that one of the specific strategies is to improve pollution and waste management.

On the other hand, based on its guidelines for aid in Kenya which focus on “environmental conservation,” the Government of Japan (hereinafter referred to as “GOJ”) has been providing assistance for the improvement of urban sanitation and

environment to ensure urban hygiene and protect water quality in the face of the pollution of lakes and rivers arising from the increased of urban effluent and industrial wastewater and the increased amount of waste due to urbanisation. The GOJ had conducted three technical assistance programmes; namely, The Study on Solid Waste Management in Nairobi City in the Republic of Kenya in 1998 to formulate a master plan; The Preparatory Survey on Integrated Solid Waste Management in Nairobi City in the Republic of Kenya in 2010 to update the master plan; and The Preparatory Survey (F/S) on Nairobi Solid Waste Management Project in the Republic of Kenya in 2011 to confirm the feasibility of the project consisting of the decommissioning of the Dandora dumpsite, construction of a new landfill site at Ruai and procurement of waste collection vehicles and thus facilitate its qualification for financing under a Japanese Yen loan.

The collection and transportation of municipal solid waste is presently implemented by the Nairobi City County (hereinafter referred to as “NCC”) as the executing agency for SWM in Nairobi, subcontractors of NCC and private service providers (hereinafter referred to as “PSP”). The revised master plan formulated in 2010 proposes that waste collection and transportation shall be improved with the involvement of private sector and community-based organisations (CBOs) in slum areas, and financial accountability shall be made transparent with the creation of the solid waste management (SWM) special account to improve NCC’s financial management of waste collection and transportation.

The Ministry of Local Government of the Government of Kenya (hereinafter referred to as “GOK”) had authorised this revised master plan as the Master Plan of SWM of Nairobi. To materialise the revised master plan, NCC had requested the GOJ to provide technical assistance to carry out the Project for Capacity Development of Solid Waste Management of Nairobi City as a Japanese loan project. In response to the request, the Japan International Cooperation Agency (hereinafter referred to as “JICA”), the official agency responsible for the implementation of technical cooperation programmes of the GOJ, dispatched a survey mission in August 2011 for the purpose of confirming the details of the Project, which were later agreed upon with the GOK. This Pilot Project for Introduction of Franchise System and Heightening of Public Awareness (hereinafter referred to as “PP”) will be carried out as one of activities to develop capacity of NCC personnel and finally to expand the waste collection and transportation services in Nairobi City.

II.A.3 Principles of the Franchise Project

The revised master plan advises that the franchise system for waste collection and transportation in the city should be introduced through a stepwise and gradual manner to avoid the long-term contract risks. In addition, the area subject to the project selected based on a zoning concept is the bottom line to carry out the project. To execute the franchise system well by assuring reasonable profit of PSP, the zone covered with the project should be decided in consideration of the internal cross-subsidy system where revenue from high-income areas is transferred to the fund for the provision of solid waste management services in low-income areas is introduced.

II.A.4 Objective of the Franchise Project

The objective of the Franchise project is to enhance waste collection and transportation in the franchise zone, thereby contributing to improvement of sanitation standards in the City.

B.

C. RESPONSIBILITIES OF THE FRANCHISEE

II.B.1 Target Waste to be Collected and Transported

The Franchisee shall collect, transport and dispose waste discharged from the following sources:

- i) Households;
- ii) Restaurants;
- iii) Hotels;
- iv) Shops;
- v) Offices;
- vi) Schools (both Private and Public);
- vii) Public markets;
- viii) Other Public facilities (Parks, Social halls, Churches, etc.);
- ix) Road sweepings;
- x) Carcass of animals on the streets; and
- xi) Hedge and grass trimmings.

II.B.2 Road Sweeping

Road sweeping in all the roads in the pilot area will be as per guidelines provided by the technical officer in charge of solid waste management.

II.B.3 Waste Collection Time and Frequency

The Franchisee shall inform the customers of their collection schedule prior to the commencement of the operation. In addition, collection and transportation shall be conducted at least 2 times a week for residential areas, but collection from any other source will be done based on need and call. Waste disposal will only be done between 6 a.m. to 6 p.m.

II.B.4 Waste Bags and Containers

The County Government has adopted three colour coding system for waste containment. In this respect, the Franchisee shall provide appropriate number of liner bags or containers to their clients in three colours as detailed below:-

- i) Green liner bag/container : Organic waste
- ii) Blue liner bag/ container : Plastics and Papers
- iii) Brown liner bag/container : Others

Except for waste under **items (vii & x) of Clause II.B.1 above** where, the franchisee can innovate any other best way of containing.

Information including PSP Name, logo, Address, Phone number and any other that may be required from time to time must be clearly printed or marked on one side of the liner bags and the containers. For liner bags, the franchisee will have to provide those of at least 80 micron thickness measuring 70 cm by 100 cm. For the containers, the following will suffice depending on the needs of the clients: 70 litres; 120 litres; 240 litres and 360 litres.

The Franchisee shall prepare the appropriate number of liner bags or containers before the commencement of the PP and present one of them as a sample to NCC at least one

month before the commencement for NCC's approval.

II.B.5 Waste Charges

The Franchisee shall be responsible for collection of waste charges that will be set up depending on sources of discharged waste. The specific waste charges for each category and the method of collection shall be clearly described in the Financial Proposal as prescribed in **Clause 1.E.9** and Technical Proposal, **Clause 1.E.8** and respectively. The category that the Franchisee shall specify the respective waste charges in the technical proposal shall cover but not limited to the following:

- i) Households (In High and Middle income areas);
- ii) Households (In Low income areas);
- iii) Restaurants, Hotels, Shops, Offices, Private school
- iv) Public markets
- v) Public facilities (Public school, Social halls, Government Offices, etc.).

II.B.6 Franchise Fee

The Franchisee shall pay the Franchise Fee at fifteen percent (15%) of current contractor's total income of waste collection and transportation contract to the Procuring Entity every three month after the operation.

II.B.7 Unit Franchise Fee

For the purposes of this tender document, Unit Franchise Fee will be determined as fifteen (15%) of current contractor's income calculated from waste charge as indicated in **Schedule 10**.

II.B.8 License Fee

The Franchisee shall pay the following license fees to the Procuring Entity at the commencement of the operation:

- i) Security Bond of Kshs. 500,000
- ii) Policy Document
- iii) Single Business License
- iv) Waste collection and transportation permit
- v) Any other legal payment deemed necessary

II.B.9 Ownership of Segregated Recyclable Waste

The Franchisee will have ownership of any recyclable waste segregated at source or by the Franchisee.

II.B.10 Duration of Franchise Contract

Duration of the contract will be three (3) years; that is, it starts **from July 2015 and ends in June 2018**. If the Franchisee does not perform well, the Procuring Entity has the right to terminate the Contract.

II.B.11 Submission of Reports

The Franchisee shall submit two (2) kinds of reports to the Procuring Entity as shown in the following contents and deadlines:

- i) Monthly Report
 - a) Contents of Monthly Report should include the number of contracted households, commercials, public institutions, and so on, the amount of waste to be collected and transported, the amount of collected waste charges for each category, collection efficiency (the number of customers who have paid for the waste charges divided by the number of total contracted customers), claims from customers and NCC, a plan for the next month, and comparison between records of the previous month and this month.
 - b) The Monthly Report shall be submitted on and before 10th of every month to the Director of Environment.
- ii) Annual Report
 - a) Contents of Annual Report should include all information of Monthly Report with analysis of the monthly projection of each category. In addition, a balance sheet, statement of profit and loss, cash flow statement for the respective year shall be made and attached in the Annual Report. Based on these financial statements, the Franchisee shall conduct Break-Even Point Analysis and state its result in the Report. All claims shall also be presented in the Report clearly in categorizing into main issues with their responses and measures to prevent from receiving the same claims in the future.
 - b) The Annual Report shall be submitted within 10 days after end of the Contract period to the Director of Environment.

II.B.12 Establishment of Complaint and Public Liaison Office

The Franchisee shall establish and operate a complaint and public liaison office as stated in **Clause IV.9, Special Conditions of Contract**.

II.B.13 Status of the Current Authority Letter (Existing License)

Any authority letter for waste collection in Imara Daima, Kwa Reuben, Kwa Njenga, Kware, Pipeline, Viwandani, parts of Maringo-Hamza, Makongeni, Nairobi South, Landi Mawe, part of Nairobi Central and part of Pumwani will not be renewed for 2015. No PSP except for the Franchisee shall implement the waste collection and transportation work in this franchise Zone.

C. UNDERTAKINGS OF NAIROBI CITY COUNTY IN FRANCHISE ZONE

II.C.1 Monitoring for Non-Licensed PSP

Any PSPs operating in the PP areas after the implementation of the PP will be strictly revoked their authority letter and will be announced on public. NCC will make all possible efforts to monitor and inspect non-licensed PSPs in order to secure the exclusive right of the Franchisee. Three (3) divisional supervisors and one (1)

enforcement officer will be stationed in each zone to carry out the monitoring and inspection, respectively.

II.C.2 Penalty for Offender/ Violator

Any resident who commit illegal dumping of waste will be charged as fine at the range of Kshs. 500-100,000 by the Procuring Entity.

II.C.3 Public Awareness of the Franchise System

The Procuring Entity will conduct the following public awareness activities for the residents of the PP areas:

- i) Stakeholders meetings;
- ii) Advertisements in newspapers, TV or radio;
- iii) Distribution of flyers, leaflets, handbills and so on; and
- iv) Clean up campaigns.

II.C.4 Supporting CBO's Activities

The Procuring Entity will consult CBOs to succeed the PP; for example, the Procuring Entity will support CBOs to promote the use of designated liner bags to citizens.

SECTION III GENERAL CONDITIONS OF CONTRACT

III.1 Definitions

In this Contract the following terms shall be interpreted as indicated:

- i) "Bags" means standardised, branded plastic, nylon, or burlap sacks designed to contain SOLID WASTE with sufficient wall strength to maintain physical integrity of the container when lifted by the opening. Total weight of a BAG and its contents shall not exceed 15 kilograms.
- ii) "Bankruptcy" means a party's inability to pay its debts as they mature.
- iii) "Bundle Waste" means tree parts, shrubs, brush trimmings, newspapers, magazines, cartons or other SOLID WASTE securely tied as a package not exceeding 1 meter in length or 15 kilograms in weight.
- iv) "Contractor" means the individual, firm, partnership, joint venture, corporation or association performing refuse collection, transportation and disposal under Contract with the Nairobi City County.
- v) "Contractor Staff" mean all personnel specifically designated by the Contractor to be responsible for delivering services under this AGREEMENT, including SOLID WASTE collection workers, vehicle drivers, workshop mechanics and their supervisors.
- vi) "Construction or demolition debris" means waste building materials resulting from construction, remodelling, repair, or demolition operations, with sights or volumes greater than those allowed for Bags, Bundle waste, or Dustbins.
- vii) "Corrupt Practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution;
- viii) "Dead Animals" means animals or portions thereof equal to or greater than 5 kilograms in weight which have expired from any cause, except those properly slaughtered or killed for human consumption.
- ix) "Default Notice" means written notice from the Council to the Contractor that there has been a default in performance of the services required under this agreement.
- x) "Disposal site" means a designated refuse depository for the processing or final disposal of refuse including but not limited to sanitary landfills, transfer stations, incinerators and waste processing separating centres, licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.
- xi) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the procuring entity, and includes collusive practice among Bidder (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- xii) "Refuse" means discarded waste materials in solid or semi liquid state, consisting of garbage, rubbish or a combination thereof.
- xiii) "Hazardous Waste" means waste which is toxic, flammable, corrosive, radioactive, explosive or otherwise dangerous in accordance with definitions, established by the National Environment Management Authority (NEMA), and

shall also include motor oil, diesel fuel, gasoline (petrol), paint, solvents, dry cell and vehicle batteries, pesticides, and infectious or otherwise hazardous medical wastes from hospitals and clinics, metallic and/or oily sludges or solvents from commercial and industrial establishments, batteries, asbestos materials, pesticides, radioactive wastes, etc.

- xiv) "Month" means all the calendar days of the month.
- xv) "Plant" means all vehicles, equipment, animals, and facilities to be acquired or leased by the Contractor for purposes of performing the services required under this agreement.
- xvi) "Premises" means any land, building, and/or structure, or portion thereof.
- xvii) "Regulatory framework" means any laws, regulations, decrees and policies officially developed and approved by the government, including the local, and central government, for the purposes of regulating Solid Waste generation, collection, transport, recycling, reuse, treatment, and disposal.
- xviii) "Sanction" means penalties to be paid by the Contractor to the Council through adjustments in payments by the Council to the Contractor or otherwise, upon issuance by the Council of a Default Notice.
- xix) "Solid waste" means all waste material generated by households, institutions, commercial establishments, and industries and discharge from their premises for collection; all litter and clandestine piles of such wastes; and includes street litter, street sweepings, drain cleansings, Bulk Waste, Bundle Waste, dead animals and other waste materials, except Hazardous Waste.
- xx) "Week" means 7 consecutive days starting on Monday and ending on the following Sunday.
- xxi) "Zone" means designated area of service as part of this service agreement.
- xxii) "The Contract" means the agreement entered into between the Procuring entity and the Bidder, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- xxiii) "The Contract Price" means the price payable to the Bidder under the Contract for the full and proper performance of its Contractual obligations.
- xxiv) "The Procuring Entity" means the Nairobi City County.
- xxv) "The Bidder" means the individual or firm supplying the services under this Contract.
- xxvi) "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the contract impossible or so impractical as to be considered impossible under the circumstances.

III.2 Application

These General Conditions shall apply in all Contracts made by the Procuring Entity for the procurement of goods.

The standard general conditions of Contract for procurement of goods and services (issued by the Public Procurement Directorate) shall apply to this Contract unless the same have been expressly modified by conditions of particular application herein.

III.3 Applicable Law

The law governing the Contract shall be the laws of Kenya respectively unless otherwise stated.

III.4 Language

The language of the Contract shall be the English language unless otherwise stated.

III.5 Taxes

The Contractor shall in respect of this Contract assume full and exclusive liability for payment of all taxes, duties, levies, charges and contributions, of any nature whatsoever that are from time to time approved by either:

- i) The Government of Kenya or
- ii) Any other fiscal or other authority whatsoever, in respect of:
- iii) Employees or agents of the Contractor and its subcontractors and
- iv) The gains of the Contractor or its subcontractors arising directly or indirectly out of the performance of the services.

The Contractor hereby covenants and undertakes to defend indemnify and hold harmless the Procuring Entity from any and all claims, suits, costs, liabilities, judgments, fines, penalties, demands, loss or damage including any and all expenses, disbursements, costs, legal fees, sums and amounts which the Procuring Entity suffers, incurs or is put to result from or in any way connected with any assessment or imposition for which the Contractor is liable.

III.6 Force Majeure

If the performance of any obligations on the part of the selected Bidders shall be prevented or delayed by FORCE MAJEURE (which term shall include but not limited to weather, strikes, lock-out, boycotts, warlike actions, civil commotions, riots, embargoes, revolutions, earthquakes, fire, explosions catastrophe, governmental order or regulation, act of God or other similar contingency beyond the reasonable control of the Contractor or the Procuring Entity), the Bidder shall inform the Procuring Entity of the occurrence of such an event and thereupon his obligation(s) shall be suspended for as long as the said circumstances continue to exist. The parties of this Contract shall make every effort to minimize the effect of any of the above mentioned circumstances.

The start and termination of FORCE MAJEURE must be reported within the day of occurrence of the event, otherwise this event will not be recognized as FORCE MAJEURE.

The event of FORCE MAJEURE must be certified by official documents from relevant Government Departments.

III.7 Assignment

The Bidder shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring Entity's prior written consent.

III.8 Termination for Default

The Procuring Entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, terminate this Contract in whole or in part:

- i) If the Bidder fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity;
- ii) If the Bidder fails to perform any other obligation(s) under the Contract and
- iii) If the Bidder, in the judgment of the Procuring Entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

If the Contractor's employment is terminated and is not reinstated, the Procuring Entity shall:

- i) Cease to be under any obligation to make further payment until the costs, loss and / or damage resulting from or arising out of the termination of the Contractor's employment shall have been calculated and provided such calculations shows a sum or sums due to the Contractor;
- ii) Be entitled to exercise a lien over any of the equipment belonging to the Contractor for any sum due hereunder or otherwise from the Contractor to the Council;
- iii) Be entitled to employ and pay other persons to provide and complete the provision of the services or any part thereof and to use all such Contractors' materials, clothing, equipment, vehicles or other goods for the purposes thereof; and
- iv) Be entitled to deduct from any sum or sums which would have been due from the Council to the Contractor under that Contract or any other Contract or be entitled to recover the same from the Contractor as a debt, any loss or damage to the Council resulting from or arising out of the termination of the Contractors' employment. Such loss or damage shall include the reasonable cost to the Council of the time spent by its officers in terminating the Contractors employment and in making alternative arrangements for the provision of the services or any part thereof.

III.9 Termination for Insolvency

The Procuring Entity may (without prejudice to its other rights) terminate this Contract forthwith by notice in writing to the Bidder if a voluntary agreement is approved or an administration order is made, or a receiver or administrative receiver is appointed over any of the Bidder's assets or an undertaking or a resolution or a petition to wind up the Bidder's company is passed or presented (other than for the purposes of amalgamation or reconstruction) or if any circumstances arise which entitle the court or creditor to appoint a receiver, administrative receiver or administrator or to present a winding up petition or make a winding up order.

III.10 Resolution of Disputes

The Procuring Entity and the Bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a Contract dispute, either party may require adjudication in an agreed national or international forum, and/or internal arbitration.

III.11 Change of Ownership

In the event that the Contractor's business assets are sold, the Nairobi City County maintains the right to hold original owner solely liable. If, however, the Procuring Entity determines that the new ownership can adequately and faithfully render the service called for in this Contract for the remaining term of the Contract, then the Procuring Entity may elect to execute novation, allowing the new ownership to assume the rights and duties of this Contract and releasing the previous ownership of all obligation and liability. The new ownership would then be solely liable for any work and/or claims attendant to this agreement.

III.12 Illegal and Invalid Provision

Should any term, provision or other part of this Contract be declared illegal it shall be excised and modified to conform to the appropriate laws or regulations. Should any term, provision or other part of this Contract be held to be inoperative, invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with applicable laws or regulations. In both cases of illegal and invalid provisions, the remainder of the Contract shall not be affected but shall remain in full force and effect.

III.13 Joint and Several Liability

If the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable.

III.14 Binding Effect

The provisions, covenants, and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.

III.15 References

Bidders must include a list of references with respect to their general reputation of the bidder along with the bidder's skills and qualifications necessary to diligently and properly perform the work in accordance with the Contract. References are to be from clients to whom the Proponent has supplied similar services. At least three (3) references, complete with the person to contact, their telephone number, and the type of products/services provided should be included in the Bid. Please attach either completion certificates or letter of reference from respective client (e.g. Local authority, other government agencies, Residents Association, Hotels or Real estate management etc). Please refer to **Schedule 3, Section V Schedule of Requirements**.

The Procuring Entity reserves the right to check the references of any and all Bidders at any time during the evaluation process. References may be contacted by phone and/or in writing and any information received will be used to assist the evaluation committee to determine if a Bidder is compliant with this bid document.

The Procuring Entity will not enter into a contract with any Bidder whose references, in the opinion of the Procuring Entity, are found to be unsatisfactory.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

IV.1 Office Facilities

The Bidder is required to take over solid waste collection, transportation and disposal services functions from the Procuring Entity for the specific Zone. In addition, the Bidder will also take over street sweeping functions from the Procuring Entity. The bidder **must** maintain a local telephone number herein referred to as a customer care number physical address, e-mail address and qualified attendants as may be necessary to ensure communication between the Procuring Entity and Bidder and to receive and process complaints and/or to receive instructions and directions from the Procuring Entity.

IV.2 Liquidated Damages

If the Bidder fails to deliver any or all the services within the period(s) specified in the Contract, the Procuring Entity shall, without prejudice to its other remedies under the Contract, demand from the Contract price liquidated damages sum equivalent to 0.5% of the delivered price of the delivered services per month up to a maximum deduction of 10% of the delivered services. After this, the Procuring Entity may consider termination of the Contract.

IV.3 Project Manager

The Bidder shall assign a Project Manager who is responsible for implementation of the FP entirely. The Project Manager shall carry out the FP as a representative of the Bidder on a professional manner including managing and supervising all personnel related to the FP, preparing and submitting the required reports to the Procuring Entity, compiling and responding all the claims, and developing measures to improve their daily operation, but not limited to these actions herein.

IV.4 Supervisors / Drivers

- v) The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Bidder's are in the Key Personnel listed by titles as well as by name in **Schedule 4, Section V Schedule of Requirements** of the Bid Document will be approved by the Procuring Entity.
- vi) All drivers must have a current driver's licence with minimum driving of 5 years. The Procuring Entity reserves the right to discontinue the use of any driver for failure to perform in a satisfactory manner.
- vii) The Procuring Entity reserves the right to reject the contractor's personnel who, in the Procuring Entity's judgment, are not adequately qualified to perform the work or for just cause (lack of courtesy, profanity, repeated lack of compliance with operating procedures, unsafe operation). The Contractor shall make arrangements for a replacement.
- viii) The Contractor's employees shall consistently show the highest levels of customer services and courtesy.
- ix) The Contractor's employees shall display professional attitudes and behaviour, and be dressed in clean uniforms at and other relevant protective clothing all times.

IV.5 Vehicles and Equipment

- x) The Contractor's vehicles and equipment used for performing services shall be adequate and mechanically sound to perform the services required by the Contract as may be reasonably determined by the Procuring Entity from time to time.
- xi) The vehicles must fully contain the waste, eliminating potential nuisance such as odours, windblown litter and uncontrolled leachate discharge.
- xii) For special collections of solid waste, including bulky waste, garden wastes and large animal carcasses, the Contractor shall provide suitable vehicles such as flatbeds or tippers with appropriate lifting hoists as necessary.
- xiii) The Contractor shall paint all vehicles used for the routine collection of non-hazardous solid waste with a band on cabin depicting the colour assigned to the respective Zone and provide uniforms and other relevant protective clothing to the workers. The Contractor's name, telephone number, and vehicle number shall be visibly displayed on all collection vehicles in letters and figures not less than fifteen (15) cm high.
- xiv) As vehicles and equipment become fully depreciated or reach the end of their useful life, the Contractor shall immediately purchase, rent or lease vehicles and equipment to satisfy such requirements or replace such retired vehicles and equipment.
- xv) The Contractor shall ensure that all vehicles and equipment are registered and operate in compliance with all applicable laws and regulations.
- xvi) The Contractor shall keep all vehicles and equipment used for performing services in good repair, appearance and sanitary condition. All vehicles shall be washed and thoroughly disinfected every day.
- xvii) Each vehicle shall have at least one broom and shovel at all times to clean up solid waste that may have spilled or otherwise scattered during the process of collection and transportation.
- xviii) All lights, horns, warning devices, mufflers, fuel tanks and emission controls on said vehicles shall be kept operable at all times, with an average fleet downtime of no more than twenty five percent. A sufficient supply of spare parts shall be kept on hand to ensure the timely and continuous fulfilment of this Contract.
- xix) When vehicles are down for maintenance or repair it shall be the Contractor's obligation to provide a replacement vehicle from the spares in its fleet or a comparable replacement through rental or leasing arrangements and in cases where the colours are different, the contractor shall inform the employer accordingly.
- xx) All vehicles and equipment shall be operated by qualified and licensed operators.
- xxi) All vehicles shall be sufficiently secure and provided with tarpaulin cover so as to prevent any spilling or littering of solid waste. No vehicle shall be wilfully overloaded.
- xxii) The Contractor shall provide all collection vehicles with drainage tanks, so that the leachate leaking from the solid waste are captured and contained on the truck and spillage of such leachate to the streets is prevented. The leachate captured

and held within the drainage tanks are to be emptied only at the officially designated disposal site.

- xxiii) All vehicles shall maintain a manifest of time and movement, in all areas of collection including: departure time from the parking area at the start of work, arrival time and departure from the officially designated discharge location, site of collection and arrival time at the parking area at the end of work. Trucks which have their loads weighed or measured shall have this data included in the vehicle manifest. Downtime and nature of any breakdown and repair activities shall also be recorded in the manifest. Data from the trucker books shall be collated and presented in a monthly report of service delivery from the Contractor to the Department of Environment, NCC. In addition the Department shall have access to the trucker books upon demand.
- xxiv) All collection vehicles shall have some form of communication device on board (cell phone) to enable close supervision of the service between the Procuring Entity and the Contractor.
- xxv) The Contractor will ensure that waste is stored in standardized branded bags in their areas of operation for onward transportation to the final disposal site.
- xxvi) All vehicles/plants used for collection must be taken for inspection by the Chief Mechanical and Transport Engineer, Ministry Public Works. The bidder will be required to submit a mechanical inspection report by Chief Mechanical and Transport Engineer, Ministry Public Works to ascertain their road worthiness and load carrying capacity as per of this bid.
- xxvii) All vehicles must have a 15cm band on the cabin depicting the colour assigned to the respective Franchise Zone 7.
- xxviii) All vehicles/ plants used for collection must be subjected to inspection by the Chief Mechanical and Transport Engineer – Ministry of Public Works during the contract duration to ascertain their roadworthiness.

IV.6 Contract Performance Monitoring

The Contractor shall allow the Procuring Entity to have access at all times to inspect the work being conducted under this agreement, to inspect all records and documents maintained by Contractor regarding work performed under this agreement, and to inspect the plant, including spare parts inventories, stores, and workshop repair facilities.

The Contractors shall at all times work under the supervision of the Procuring Entity staff.

IV.7 Monitoring

The Procuring Entity has responsibility for monitoring and controlling the services conducted under this agreement.

IV.8 Cooperation

All works conducted under this agreement shall be subject to performance monitoring by the Procuring Entity. The Contractor shall cooperate fully with the efforts of the Procuring Entity to monitor and control the services.

IV.9 Complaints

The Contractor shall receive and respond to all complaints regarding services provided under this Contract within 72 hours as contained in the Procuring Entity service charter.

Any complaints received by the Procuring Entity will be directed to the Contractor's office. Should a complaint go unresolved for longer than two (2) days, the Procuring Entity will have the right to demand an explanation or resolution to its satisfaction.

The Contractor shall establish and operate a complaint and public liaison office within its assigned Franchise Zone of service. The Contractor shall also establish and operate a telephone line with a full time answering service or machine at the said office for receipt of complaints and public comments. Said office shall have at least one responsible person in charge and present during collection hours and shall be open during all collection hours.

IV.10 Service Coverage Area

The works are located in **Franchise Zone 1** (Westlands, Kitusuri, Parklands, Highridge, Muthaiga and Mathare) within the jurisdiction of the Nairobi City County as **the location map (Appendix B. 2)**.

The above Zone only indicates the TOR associated with this Contract and the Director of Environment may where necessary substitute the Zone with others within the jurisdiction of the County without substantially altering the overall scope of the works. The contract price shall be deemed to include for such changes and payment for measured works carried out on such alternative Zones shall be made using the relevant rates and prices entered in the Bills of Quantities. The Contractor shall be fully responsible for the cleanliness of the Zone, including removal of all non-hazardous solid wastes as required in **Clause II.B.1**.

IV.11 Number of Trips for Normal Beat

The Contractor shall provide a minimum number of 1 trip per day per Zone 1 for the fleet of vehicles under the normal beat.

IV.12 Hours of Services

The Contractor will work for 8-12 hours a day from Monday to Saturday and any other emergency that may occur subject to adequate Notice.

IV.13 Holidays

Collection service shall be provided on all holidays including Christmas Day.

IV.14 Routes and Schedule of Collections

The Contractor shall provide the Procuring Entity with maps and schedules of collection routes as presented in the Work Plan and keep such information current at all times. In the event of changes in routes or schedules that will alter the day of pickup the Contractor will notify the Procuring Entity accordingly.

Not less than fourteen (14) days prior to commencing service, the Contractor agrees to furnish for the Procuring Entity's approval the initial schedules and maps of all routes to be used in serving the area as specified in this Contract.

Any changes in routes / or schedules will also be subject to the Procuring Entity's approval which will not be unreasonably withheld.

IV.15 Containment

The Contractor shall cover and properly contain all solid waste loads with tarpaulins, nets or other means as appropriate to the type of vehicle or equipment being used during haul of solid waste from the collection service area to the disposal site.

IV.16 Unforeseen Occurrences

The Director of Environment or duly authorized representative shall be at liberty to call upon the Contractor to urgently attend to any emergency or unforeseen occurrence, **Clause III.6, General Conditions of Contract** notwithstanding.

IV.17 Identification

The Contractor shall provide all Contractor staff with identification cards, with their name, photo and identification number and require them to carry the said identification cards at all times for monitoring purposes. When required to do so by any of the Department of Environment's staff, the Contractor's staff shall submit their identification cards for inspection.

IV.18 Uniforms

The Contractor shall provide readily recognizable, brightly coloured shirts (or vests or waist coats) and trousers of a single design and colour to all its workers, to be worn at all times when performing services under this agreement, so that they can be readily observed and their performance can be readily monitored. Uniforms shall be replenished as they become worn or damaged.

IV.19 Protective Wear

The Contractor shall provide protective shoes and gloves to all workers, for use at all times during the performance of services under this agreement.

IV.20 Liability and Indemnity

The Contractor shall hold harmless, defend and indemnify the procuring entity from any claim or damage arising from the actual or alleged negligence of the Contractor in the performance of services and from willful or criminal acts allegedly occurring during services, including the times when the Contractor's vehicles are in transit.

IV.21 Insurance

The Contractor's vehicles shall bear vehicle insurance and general liability insurance coverage with insurance companies reasonably acceptable to the procuring entity throughout the term of this agreement and throughout any extension or renewal thereof, providing for replacement value in the case of the theft or damage and liability in the case of accident.

IV.22 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, sewerage systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the Procuring Entity.

IV.23 Certificate of Insurance

Prior to the commencement date under this agreement, certificates of insurance or verified copies of all insurance policies shall be provided to the Procuring Entity, together with a certificate of the insurer that the policy or policies are in full force and effect and that the same will not be altered, amended or terminated without thirty (30) days written notice having been given to the Procuring Entity.

All insurance policies shall be renewed at least fifteen days before expiry.

IV.24 Personnel

The Contractor warrants that it has and will throughout the Contract period have the experience and capability including sufficient and competent Project Manager, supervisors and other personnel to efficiently and expeditiously perform the services. If in the opinion of the Procuring Entity there is any inadequacy in the number or competence of persons engaged in performing the services, then the Contractor shall on request at no extra cost to the Procuring Entity provide additional or alternative competent persons.

The Contractor shall ensure that all Contractor staff employed under the Contract are at all times properly and sufficiently qualified, trained, competent, careful, skilled, honest, experienced, instructed and supervised as the case may be with regard to the services and in particular:

- xxix) The task or tasks such persons has to perform;
- xxx) All relevant provisions of the Contract;
- xxxi) All relevant policies, rules, procedures and standards of the Procuring Entity;
- xxxii) All relevant rules, procedures and regulatory requirements concerning health and safety at work;
- xxxiii) Fire risks and fire precautions;
- xxxiv) The need to maintain the highest standards of hygiene, courtesy, integrity and consideration; and
- xxxv) The need to recognise situations which may involve actual or potential danger to personal injury to any person at any location and where possible, without personal risk, to make safe such situations.

The Procuring Entity shall have the right to make a complaint regarding any employee of the Contractor who violates any provision hereof or who is wanton, negligent, or discourteous in the performance of his/her duties.

IV.25 Supervisor

The Contractor shall provide four (4) permanent supervisors of work dedicated just to the Franchise Zone. The Contractor shall schedule route supervision from Monday to Sunday providing relief personnel coverage when a permanent route supervisor is off duty.

IV.26 Defaults in Performance of Service

At any times after the commencement date of the Contract, the Procuring Entity may investigate each case where the Contractor has failed to properly perform the services in accordance with the provisions of the Contract. Where the Procuring Entity is satisfied that in any particular case the Contractor has failed to perform the services completely in accordance with the provisions of the Contract, the Procuring Entity shall be entitled to terminate the Contract.

In addition, where the service which has not been performed in accordance with the provisions of the Contract is in the opinion of the Procuring Entity, of such a type or

provided in such a frequency that the termination would be inappropriate and Procuring Entity shall be entitled to issue a default notice for rectification.

If the Contractor fails to remedy the services deficiency which is the subject of a rectification notice, the Procuring Entity shall be entitled to issue a termination notice.

Without prejudice to the generality of the foregoing, the following matters shall be included in the types of service deficiencies for which notices may be issued:

- xxxvi) Failure to properly collect, in compliance with the schedule, any solid waste within the Zone;
- xxxvii) Failure to clear spillages;
- xxxviii) Failure to clear backlogs of waste;
- xxxix) Failure to perform for a period of **1 month (30 days)** continuously;
- xl) Spillage of garbage on the roads during transportation; and
- xli) Failure to use standardised/ branded bags.

The time periods during which the Contractor is to remedy deficiencies shall be reasonable having regard to, inter alia, the nature of and the frequency of the services. Each time period shall commence when the Contractor is initially notified and shall require the Contractor to effect the following in respect of any deficiency involving or associated with collection of solid waste.

- xlvi) In respect of each notification made to the Contractor by 1.00 p.m. on any working day the Contractor shall remedy each deficiency by 6.00 p.m. on the same day **Clause IV. 12** above notwithstanding.
- xlvii) In respect of each notification made to the Contractor after 1.00 p.m. on any working day the Contractor shall remedy each deficiency by 1.00 p.m. on the following working day.
- xlviii) Each notice may refer to one or more than one elemental service deficiency.
- xlix) All notices shall be recorded and used by the Procuring Entity in determining the Contractor's overall services performance and shall also be used in determining financial penalties and whether the Procuring Entity may terminate the Contract.

IV.27 Financial Penalties

For the purpose of assessing whether financial penalties are recoverable by the Procuring Entity from the Contractor the following method shall be used:

Each notice issued shall correspond to the following default points.

- Default Notice: 2 points
- Termination notice: 3 points

Default Points in any one month	Increase of monthly Franchise Fee
0-10	Nil
11-20	0.5%
21-30	1.0 %
31-40	1.5 %
41-50	2.0 %

IV.28 Tipping Charges

All vehicles delivering garbage to the designated dumping site **MUST** pay the approved tipping charges prevailing at the time. Tipping charges will be the responsibility of the Contractor.

IV.29 Vehicles Identification

The Contractor shall submit list of all vehicles to be used to the office of the Director of Environment. In the event that the Contractor introduces new vehicles, express authority must be given by the Director of Environment in **writing**. The Contractor shall indicate vehicle characteristics, i.e. copy of the log book.

IV.30 Dumping Site

For purposes of this contract the designated dumping site is Dandora. Waste disposal will only be done between 6 a.m. and 6 p.m. In the event of any relocation within the duration of the contract, the same will be communicated to all the Contractors in writing. New rates shall then be negotiated and mutually agreed upon between the Contractor and the Procuring Entity to reflect the change in distance.

IV.31 Complaints

All complaints by the Contractors shall be directed in **writing** to the Director of Environment.

IV.32 Issuance of Policy Documents and Fees

- xlvi) The Bidder will be issued with one Bid document. A non-refundable fee of Kshs. 5,000 cash or bankers cheque payable to the Nairobi City County shall be paid for the document.
- xlvi) All documents, which have been issued for the purpose of Biding, will remain the property of Nairobi City County.
- xlvi) Documents will be collected from the Director of Procurement.

IV.33 Contractor's Obligation

All eligible contractors will be required to work within the Nairobi City County laws and by-laws and within any other administrative arrangement put in place by the Procuring Entity.

All eligible contractors will be required to comply with any other existing legislation governing the waste management sector.

IV.34 Machine Operations

- xlvi) This is not a mandatory requirement for this Contract.
 - 1) The scheduling of the machine operations will be at the discretion of the Director of Environment.

- li) Machine operations will be executed as and when **necessary** in the Zone. Before such a decision is made, request from the zonal supervisors in respective zone will have been received by the Director of Environment.

IV.35 Development of Final Work Plan

The Contractor is required to submit a **Final Work Plan** within thirty (30) days of the Contract Signing Date. The Final Work Plan should address each of the activities as prescribed for the Work Plan in the technical proposal, **Schedule 6, under Section V Schedule of Requirements** and incorporate refinements and modifications discussed and agreed upon between the Procuring Entity and the bidder prior to the execution of the Contract.

SECTION V SCHEDULE OF REQUIREMENTS

A. QUALIFICATION INFORMATION INDEX

The following particulars are to be provided by the Bidder within the appropriate spaces provided, or on separate pages if necessary:-

Schedule 1	Particulars of Bidder
Schedule 2	Financial Status
Schedule 3	Reference
Schedule 4	Qualification and Experience of Key Personnel
Schedule 5	Office / Facilities/ Workshop
Schedule 6	Work Plan
Schedule 7	Experience of the Firm
Schedule 8	Certificate of Bidder's or Representative's Sufficiency of Bid Documents and Particulars
Schedule 9	Joint Venture and Sub-Contracting
Schedule 10	Financial Details and Proposed Waste Charges
Schedule 11	Form of Bid
Schedule 12	Confidential Business Questionnaire
Schedule 13	Bid Security Form
Schedule 14	Performance Security Form
Schedule 15	Form of Agreement

Note: Failure to complete all these Schedules in full or the giving of false information may invalidate the Bidder and cause forfeiture of the Bid Bond. Particulars are to be entered in the appropriate place on the following pages or separate pages additionally.

SCHEDULE 2 FINANCIAL STATUS

2.1 Name and Address of Bankers (State Branch and Postal Address)

.....

2.2 Name of Account held at that Branch and Account Number

.....

2.3 Bidder to sign here authorising his Bank Manager to release details of the Account to City Treasurer, Nairobi City County, P.O. Box 30037 Nairobi, or his authorised representative, upon production of this signed authority

.....
.....
.....
.....

2.4 Nominal Share Capital

2.5 Paid up Share Capital

2.6 Number of shares issued

2.7 Annual Turnover on last audited accounts (**Attach a copy of audited Accounts**).....

2.8 Maximum value of supply/hire Contracts worked on concurrently within the last two years.

2.9 How many individual Contracts were represented in 2.8 above?

.....
.....
.....

2.10 Maximum value of all Bids worked on concurrently within the last two years

.....

2.11 How many individual Bids were represented in the answer 2.10?

.....

.....DateSignature of Bidder

SCHEDULE 3 REFERENCE

The Bidder shall submit a minimum of three (3) references related to recent projects within the past five (5) years that the Bidder was involved in. Each reference shall include a name, phone number, a contact person and description of services provided. **Please attach either completion certificates or letter of reference from respective client** (e.g. Local authority, other government agencies, Residents Association, Hotels or Real estate management etc).

1. Company Name:.....

Address:.....

Contact Name:.....

Telephone:.....

Description of services offered

.....

.....

.....

2. Company Name:.....

Address:.....

Contact Name:.....

Telephone:.....

Description of services offered

.....

.....

.....

.....

3. Company Name:.....

Address:.....

Contact Name:.....

Telephone:.....

Description of services offered

.....
.....
.....
.....

4. Company Name:.....

Address:.....

Contact Name:.....

Telephone:.....

Description of services offered

.....
.....
.....
.....
.....
.....

.....Date.....Signature of Bidder

SCHEDULE 4 QUALIFICATION AND EXPERIENCE OF KEY PERSONNEL

Position	Name	Academic & Professional qualifications	Years of Experience	Years of Experience in proposed position	Description of duties/ responsibilities
Project Manager					
Supervisor 1		Not Applicable (NA)			
Supervisor 2		NA			
Supervisor 3		NA			
Supervisor 4		NA			
Driver 1		NA			
Driver 2		NA			
Driver 3		NA			
Driver 4		NA			
Driver 5		NA			
Driver 6		NA			
Driver 7		NA			

Attach CV's and academic/ professional certificates

Note: The Bidder shall list in this schedule the key personnel he will employ from headquarters and from site office to direct and execute the work together with their qualifications, experience, position held and nationality. Attach CV's & certified copies of Certificates.

.....DateSignature of Bidder

SCHEDULE 5 OFFICE/FACILITIES/WORKSHOP

The Bidder shall SUPPLY details hereunder of its office, workshop and any other facilities and location which are proposed to be utilized in connection with the proposed contract. **Attach copies of title, lease or rental agreement as evidence of Physical Address.**

.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....

The Bidder shall SUPPLY details hereunder of its complaint and public liaison office which is proposed to be utilized in connection with the proposed contract. **Describe name, title and contracts of a person in charge of the office. Attach an organisational chart of the office.**

.....
.....
.....
.....
.....
.....
.....
.....
.....

.....DateSignature of Bidder

SCHEDULE 6 WORK PLAN

The Bidder shall describe details hereunder of a technical proposal that cover with the following two plans. **Add more pages to present fully descriptions of these plans. The detailed contents of each plan should be referred to Clause I.E.11.**

- (1) Comprehensive Waste Collection and Transportation Plan
 - (a) Organisation and allocation of collection and transportation crews
 - (b) Operation of the collection and transportation work with proper collection route maps (Attach a collection route map)
 - (c) Setting frequency of collection
 - (d) Collection method of waste charges
 - (e) Monitoring the performance under the implementation of the Pilot Project

- (2) Action Plans from the Signing of the Contract to the Commencement of the Pilot Project
 - (a) What kind of actions will be needed
 - (b) How these actions will be carried out
 - (c) When these actions will be made
 - (d) Who will be conducted these actions in order of appropriate time frame

SCHEDULE 7 EXPERIENCE OF THE FIRM

CLIENT NAME (name of company or organisation)	CLIENT CONTACT (contact person's name, address & phone number)	CONTRACT DESCRIPTION (type of work undertaken)	CONTRACT DURATION (commencement & completion dates)	CONTRACT VALUE (KSHS.)

.....DateSignature of Bidder

- (iv) That all the goods specified herein are available or can be available in adequate time during the currency of the Bid in the grades and quantities shown in the document, and that goods inadequacies will only be accepted for granting of time extension in the event of circumstances arising under expected risks or due to any action or directive of Government affecting all known suppliers of the affected material within Kenya, due to the circumstances beyond the reasonable control of all being concurrently affected thereby.
4. It is hereby certified that the information given in Schedule of Requirements and/or appended to this Bid is given in good faith and in the belief that it accurately represents the affairs of the Bidder at the date for submission of this Bid. It is understood that false information given herein these Schedules may render this Bid liable for disqualification.
5. It is further confirmed that no law suit, criminal or civil, lies has ever lain against the Bidder corporately or against any director individually and that the Bidder corporately has never been associated with any company, taken into receivership or liquidation or has individually himself or herself never had a suit for bankruptcy filed against them.

DATED THIS DAY OF
20.....

SIGNATURE

.....

NAME (BLOCK LETTERS)

.....

IN THE CAPACITY OF

.....

DULY AUTHORIZED TO SIGN FOR AND ON BEHALF OF

.....
.....

OF (POSTAL ADDRESS)

.....

SCHEDULE 9 JOINT VENTURE AND SUB-CONTRACTING

The Bidder shall state in the table provided details of any joint venture and subcontractors which it proposes to use in performance of the CONTRACT. The naming of any proposed joint venture and subcontractor shall imply acceptance or approval by Nairobi City County and Nairobi City County’s rights shall not be prejudiced by any statement as to prospective joint venture and subcontractors hereunder.

Name and Address of Joint Venture	Nature of Activity Joint Venture	Area of Work Joint Ventured

Name and Address of Sub Contractor	Nature of Activity Subcontracted	Area of Work Subcontracted

.....DateSignature of Bidder

SCHEDULE 10 FINANCIAL DETAILS AND PROPOSED WASTE CHARGES

SNo.	Description	Item	Amount in (Ksh.)
1	Financial Status (Audited accounts & Certified bank statement for at least 2 years: 2011/2012 & 2012/2013)	Turnover	
2	Proposed waste charge payable to franchisee by waste generators		
	(A) Collection from Households (High and Middle Income)	Charge per month collection	
	(B) Public facilities	Charge per liner bag collection	
	(C) Public markets	Charge per ton	
	(D) Collection from Households (Low Income)	Charge per month collection	
	(E) Collection from Commercial Establishments	Collection per 70 litres container	
		Collection per 120 litres container	
		Collection per 240 litres container	
		Collection per 360 litres container	
TOTAL FOR A+B+C+D+E (Under SNo. 2 above)			
Basic Unit Franchise Fee= A+B+C+D+E Multiplied by 15%			

SCHEDULE 11 FORM OF BID

Date.....

Bid No.....

To.....

.....

.....

(Name and Address of Procuring Entity)

Gentlemen and /or Ladies

1. Having examined and understood the Bid documents in totality for the execution of the works as described therein, we, the undersigned, offer to execute, complete and maintain the whole of the said Works in conformity with the Conditions of Contract, Specifications, and Terms of Reference and in conformity with all Quality standards for the sum of Kenya Shillings

.....
.....
.....
.....
.....(in words)

Kshs..... (in figures) **being**

payment of Basic Unit Franchise Fee **to the Procuring Entity** as may be calculated in accordance with **SCHEDULE 10** above.

- 2. We acknowledge that the Appendix forms part of our Bid
- 3. We undertake, if our Bid is accepted, to deliver the said services in accordance with the special conditions of the Contract.
- 4. If our Bid is accepted, we will obtain the performance bond in a sum of Kshs.for the performance of the Contract, in the form prescribed by.....(procuring Entity).

5. We agree to abide by this Bid for a period of.....days from the date fixed for Bid opening in the instruction to Bidders and it shall remain binding upon us and may be accepted any time before the expiry of the period.
6. Until a formal Contract is prepared and executed, this Bid together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
7. We are fully equipped with equipment, vehicles and/or plant. Further, we are competent and have adequate Financial Resources and qualified personnel to execute the type of Works included in this bid. We are in a position to fulfil the said Contract in totality.
8. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this..... dayof 2013

Name and Signature in the
capacity ofduly authorised

To sign Bid, for and on behalf of

.....

P.O. Box

SCHEDULE 12 CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in part 1 and either Part 2(a). 2(b) or whichever applies to your type of business.

You are advised that it is a serious offence to give false information on this Form.

Part 1 – General

Business Name

Location of business premises; Country/Town

Plot No..... Street/Road

Postal address Tel No.

Nature of Business.....

Current trade License No. Expiring Date

Maximum Value of business, which you can handle at any time:
 Kshs. (Shillings)

Name of your bankers

Branch

Part 2 (a) – Sole Proprietor

Your name in full Age

Nationality Country of Origin

Citizenship details

Part 2 (b) - Partnership

Give details of partners as follows:

Name in Full	Nationality	Citizenship Details	Shares
1.....
2.....
3.....

SCHEDULE 13 BID SECURITY FORM

Whereas(name of Bidder) hereinafter called the Bidder, has submitted its Bid dated(date of submission of Bid) for the(description of goods / services), (hereinafter called 'the Bid'),

KNOW ALL PEOPLE by these presents that We

.....

..... of having our registered office at.....(hereinafter called the Bank) are bound unto.....(name of Procuring Entity), hereinafter called the Procuring Entity, in the sum of For which payment will and truly to be made to the said Procuring Entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank thisday of20.....

The CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring Entity during the period of Bid validity,
 - a. Fails or refuses to execute the Contract form, if required; or
 - b. Fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders.

We undertake to pay the Procuring Entity up to the above amount upon receipt of its first Written Demand, without the Procuring Entity having to substantiate its Demand, provided that in its Demand the Procuring Entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions specify the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of Bid validity and any demand in respect thereof should reach the Bank not later than the above date

.....(signature of the Bank)

SCHEDULE 14 PERFORMANCE SECURITY FORM

(Note: Bidder should not complete the form of performance. Only the successful Bidder(s) will be required to provide performance security in accordance with the forms or in similar form acceptable to the Procuring Entity)

To.....(Name of Procuring Entity)

WHEREAS (Name of Bidder)

hereinafter called the Bidder) has undertaken, in pursuance of Contract No.

..... (reference Number of the Contract)

dated

..... 20..... (description of goods / services) (hereinafter called the 'Contract')

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a bank guarantee by a reputable Bank for the sum specified therein as security for compliance with the Bidder's performance obligation in accordance with the Contract

AND WHEREAS we have agreed to give the Bid a guarantee.

THEREFORE WE hereby affirm that we are guarantors and responsible to you / on behalf of the Bidder, upon a total of

..... (Amount of guarantee) as aforesaid, without you needing to prove or show ground or reasons for your demand or the sum specified therein.

This guarantee is valid until the (Day) of
20.....

Signature and seal of the Guarantors..... (Name of Bank or financial / institution).....

(Address).....

...

(Date)

SCHEDULE 15 FORM OF AGREEMENT

SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL SERVICES (To be completed only by successful bidder/Bidder)

This agreement made the day of 20
BETWEEN the Nairobi City County (hereinafter called “the Employer” of the one part
and.....of
..... (hereinafter called “the Client”) of the
other part.

WHEREAS the Employer is desirous that certain works / services should be
provided, viz: -

SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL SERVICES

And has accepted by a letter of acceptance dated (Date of letter of
acceptance)..... Accepted a Bid by the Client for the supply and
delivery of such goods / services, NOW THIS AGREEMENT WITNESSETH as
follows: -

1. In this Agreement, words and expressions shall have the same meaning as are
respectively assigned to them in the Conditions of Bid hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as
part of the agreement, viz.: -
 - (a) The Form of Bid with Appendix dated
 - (b) Surety undertaking
 - (c) The Form of Agreement
 - (d) The Form of Performance Bond
 - (e) The Conditions of Contract
 - (f) Specific Conditions
 - (g) Schedule of Requirements
3. In consideration of the payments to be made by the Employer to the Client as
hereinafter mentioned the Client HEREBY COVENANTS with the Employer

to provide the goods and services in conformity in all respects with the provisions of the Bid.

4. The Employer HEREBY COVENANTS to pay to the Client in consideration of the provisions of the goods and services and remedying of defects therein the Contract price or such other as may be described by the Contract.

IN WITNESS WHEREOF the parties hereto have set their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

The Common Seals
..... Was
hereunto affixed in the presence of: -

Signed, sealed and delivered by the said

.....
.....
In the presence of Signed
for and on behalf of the Employer

.....
Governor, Nairobi City County

B. APPENDIX

1. APPENDIX TO FORM OF BIDDER

Conditions of Bid.

Amount of Bid Bond or Guarantee	Kshs 200,000/=
Amount of performance Bond	Kshs 300,000/=
Time of Commencement from Director of Environment's order to commence	14 Days
Amount of Liquidated damages	0.5% per month
Limit of liquidated damages	10% of sum stated in letter of acceptance
Limit of retention money	5 % of Contract sum
Percentage of Retention Money	10%
Time within which payment of accepted certificate is to be made	90 days after certificate has been certified by the Director of Environment.
Appointment of arbitrator	Institute of Arbitrators (Kenya Chapter)

Date this day of 20

Signature In the capacity of

..... duly authorised to sign.

- To be filled by the Bidder

Bids on behalf

..... (in block capitals)

Address

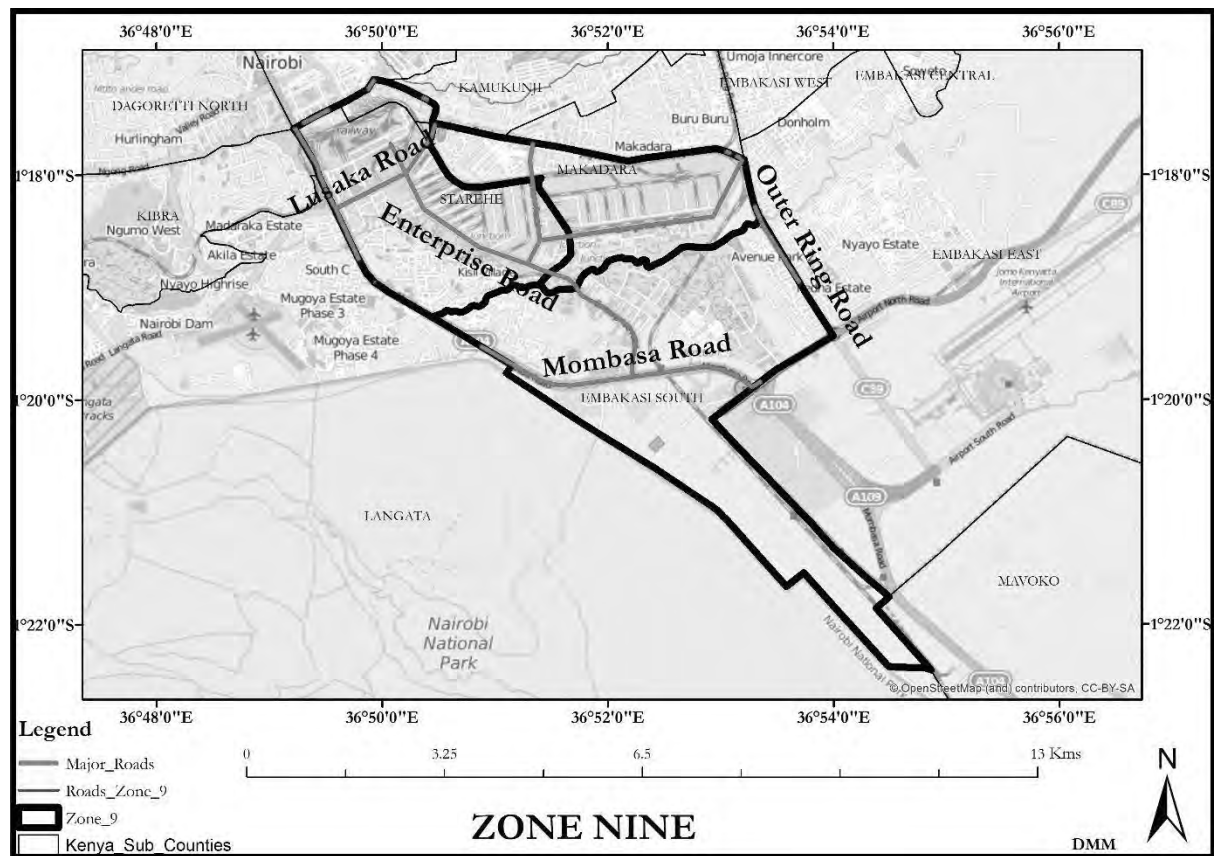
.....

Witness

.....

Occupation

3. LOCATION MAP AND ZONE 9 CHARACTERISTICS



Zone 9 covers the whole of Embakasi South (ImaraDaima, Kwa Reuben, KwaNjenga, Kware and Pipeline CAWs), part of Makadara (Viwandani, parts of Maringo-Hamza and Makongeni CAWs), part of Starehe(Nairobi South, LandiMawe and part of Nairobi Central CAWs) and part of Kamukunji(Part of Pumwani CAW) Sub Counties as shown here-below:-.

The County Administrative Wards in Zone 9

Sub-County	CAW	Sub-location	Male	Female	Total	Households
Embakasi South	Imara Daima	Imara Daima	39466	31175	70641	26222
Embakasi South	Mukuru Kwa Njenga	Mukuru Kwa Njenga	71619	58782	130401	49198
Starehe	Nairobi South	Hazina	10492	10393	20885	6445
Starehe	Nairobi South	Nairobi South	16785	15633	32418	10912
Starehe	Nairobi South	Landi Mawe	15434	11075	26509	9814
Makadara	Viwandani	Viwandani	25823	19058	44881	17926
Makadara	Makongeni	Kaloleni	4153	3608	7761	2536
Makadara	Makongeni	Makongeni	6568	5734	12302	3744
Makadara	Makongeni	Mbotela	5601	5358	10959	3304

Sub-County	CAW	Sub-location	Male	Female	Total	Households
Total			195,941	160,816	356,757	130,101

This zone borders Kamukunji to the north separated by Jogoo road and Landhis road, CBD to the north west separated by Haile Selassie highway, Kibra to the south west separated by Uhuru highway, Langata to the south separated by Mombasa road and the boundary of the Nairobi National Park, Embakasi East to the east separated by outerring road and Airport North road. This zone covers an area of 34 square kilometres with a population of 365,757 people and 130,101 households as shown in the table below. Using a per capita output of 0.5kgs per day, the estimated waste generation from this zone is 178.4 tons per day.

The slums in this zone include: Mohra Moldada village that stretches from Donholm to Kayole and Kyang'ombe village in Mukuru kwa Njenga.

ANNEX 3.27 Zone 9 ZOA TAKA Contract

NAIROBI CITY COUNTY



LEGAL AFFAIRS DEPARTMENT

INTERNAL MEMO

TO : CHIEF OFFICER - ENVIRONMENT & FORESTRY
FROM : DIRECTOR LEGAL AFFAIRS
DATE : 6TH OCTOBER, 2015
REF : LA/DDLA/VAO/981/M/15

RE : **FORM OF CONTRACT AGREEMENT**

The County has formally accepted the under mentioned Contractor's tender and the Contractor has furnished us with the necessary Security for the Performance of the Contract and both parties have executed the form of contract agreement. You can therefore commence the project.


NAME OF CONTRACTOR: ZOA TAKA LIMITED
P.O. BOX 42766 - 00100, NAIROBI

TENDER : NCC/DOE/T/1019/2014 - 2015

WORK TO BE DONE: Street Sweeping, Solid Waste Collection, Transportation and Disposal Services (Franchise Zone 9)

FRANCHISE FEE: Fifteen percent (15%) of total income on monthly basis

COMMENT: Performance Bond for Kenya Shillings One Million (Kshs. 1,000,000.00) only from Equity Bank (Kenya) Limited


V.A. OYANGI

For: **DIRECTOR LEGAL AFFAIRS**

ENCL.

C.C.

County Attorney

Head of County Internal Audit & Risk Management

Head of Supply Chain Management

(Enclosed is a copy of the document)



Zoa Taka Ltd

P.O. Box 75270 Nairobi 00200

Tel: 020 3 579 369/70

Tel/Fax: 020 3 555 878

Mobile: 0725 048 420 / 0733 445 660

E-mail: info@zoatata.com

Website: www.zoatata.com

PIN No. P051206090 C
VAT No. 0174573 Y

Our Ref: NCC/DOP/T/1019/0002/2015

20th October 2015

County Secretary
Nairobi City County
P. O. Box 30075
NAIROBI 00100

Dear Sir/Madam,



Director of Environment & Forestry
Theresa Mbeke

Chief Officer -
Environment & Forestry
Nairobi City County Government

Received: *seven* Date: *29/10/15*
30/10/15

RE: Contract NCC/DOE/T/1019/2014-2015: STREET SWEEPING, SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL SERVICES (FRANCHISE ZONE 9) 2015


We take this opportunity to thank you for the faith you have shown in our company by awarding us **Contract NCC/DOE/T/1019/2014-2015**.

We wish to bring to your attention the start date clause on the contract document that requires we embark on the works one month after signing of the Contract Agreement which was done on 6th October 2015.

In view of the demands of the mobilization period, and as we have already discussed with the Chief Officer, Department of Environment and Forestry on the 19th October 2015, we wish to request that we be allowed to embark on the works on **1st December 2015**.

We appreciate your kind consideration.

Yours faithfully,


Ngugi Wahyoike
For: Zoa Taka Ltd
Managing Director

✓ CC: Chief County Officer- Environment and Forestry
Director of Environment