

**REPUBLIC OF KENYA  
NAIROBI CITY COUNTY**

**PROJECT  
FOR  
CAPACITY DEVELOPMENT  
OF  
SOLID WASTE MANAGEMENT  
OF NAIROBI CITY**

**COMPLETION REPORT**

**March 2016**

**JAPAN INTERNATIONAL COOPERATION AGENCY**

 **CTI ENGINEERING INTERNATIONAL CO., LTD.**

 **EX RESEARCH INSTITUTE LTD.**

 **KITAKYUSHU INTERNATIONAL TECHNO-COOPERATIVE ASSOCIATION**

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JR
16-051





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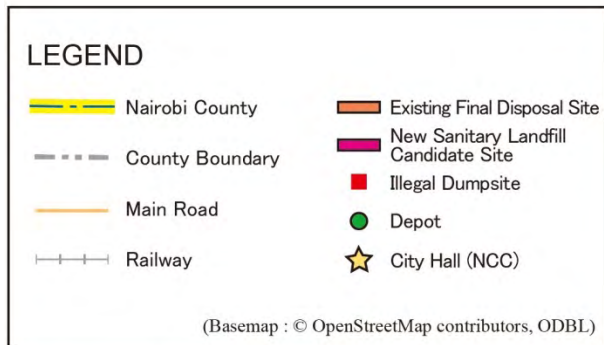
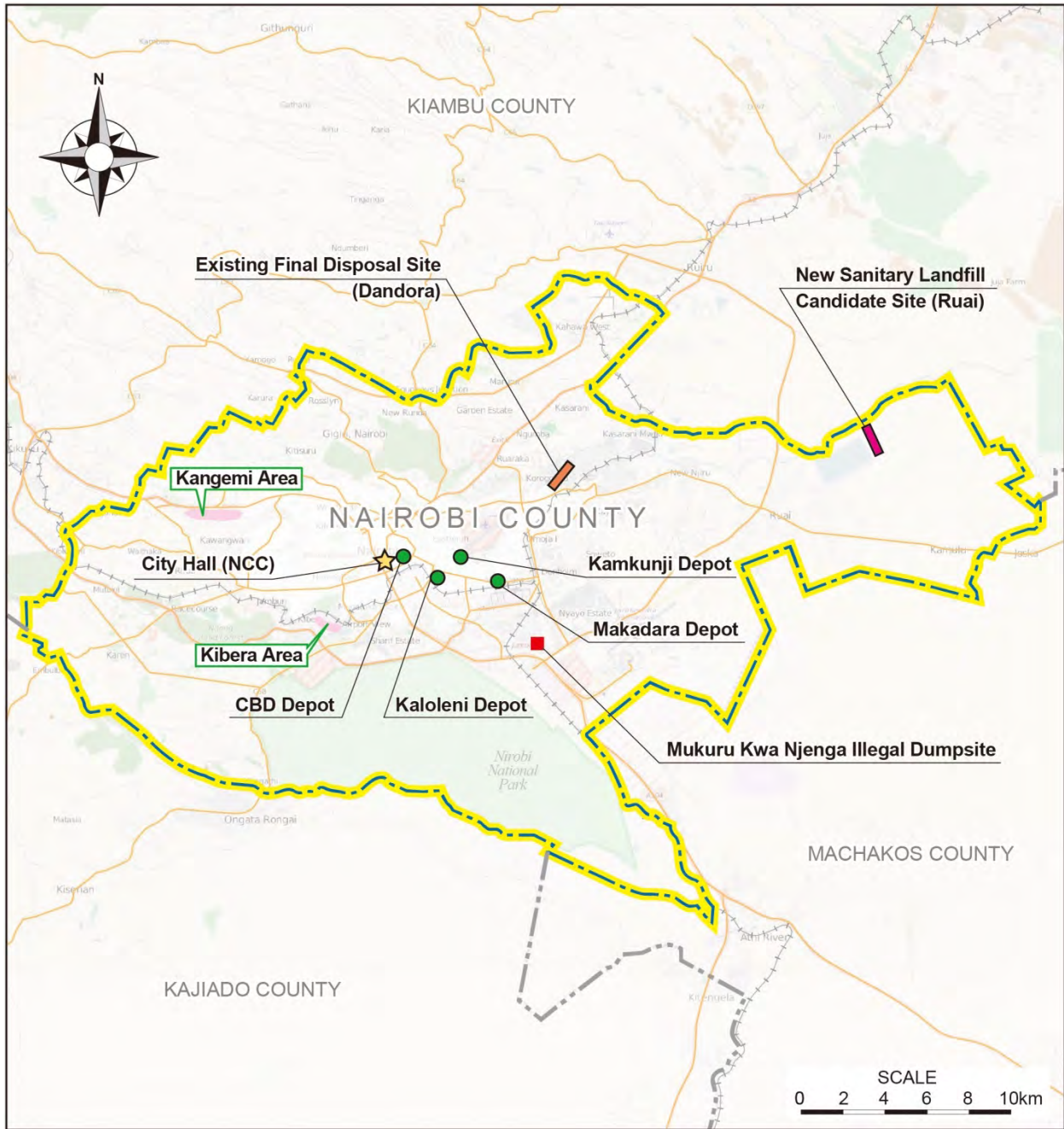
**Exchange Rate (February 15, 2016)**

1 Shilling (KSh) = 1.10 Yen (JPY)

1 JPY = 0.88849 KSh

1 US\$ = 113.19 JPY

1 US\$ = 100.660 KSh



**LOCATION MAP**



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## **ABBREVIATIONS AND ACRONYMS**

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
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
KSh	:	Kenyan Shilling
MoLG	:	Ministry of Local Government
MoLHUD	:	Ministry of Land, Housing and Urban Development
MoU	:	Memorandum of Understanding
M/P	:	Master Plan
NCC	:	Nairobi City County
NEMA	:	National Environment Management Authority
NGO	:	Non-Governmental Organisation
NITD	:	Native Industrial Training District
NT	:	National Treasury
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
SMS	:	Short Message Service
SWM	:	Solid Waste Management
WEMAK	:	Waste and Environment Management Association of Kenya



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***1. INTRODUCTION***

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## CHAPTER 1. INTRODUCTION

### 1.1 Background of the 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 urbanisation due, largely, to the migration from rural areas and the natural increase of population. The population of the city in 2009 was estimated at 3.04 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 (m<sup>3</sup>) has already received 1.8 million m<sup>3</sup> 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. 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 (hereinafter referred to as "the Master Plan"), CCN 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 (hereinafter referred to as “the 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, and then the Project started accordingly.

## **1.2 Outline of the Project**

### **1.2.1 Project Design Matrix**

The Project Design Matrix showing “Overall Goal”, “Project Purpose”, “Output”, “Activities”, and “Input” is as presented in **Table 1-1**. As a result of the Mid-Term Review conducted by JICA Headquarters in January 2014, the revision of the PDM was proposed and approved in the fourth JCC meeting in July 2014. Transition of PDM is shown in **Annex 1.1**.

### **1.2.2 Objective of the Project**

The objective of the Project is to achieve the expected “Output” and attain the “Project Purpose” with the execution of the “Activities” based on the Memorandum of Understanding on the Project executed by JICA and the Ministry of Local Government (MoLG) of the GOK and City Council of Nairobi (This name was used until the new government commenced in 2013.) in November 2011.

### **1.2.3 Project Site**

The Project covers the whole area of Nairobi City as shown in the Location Map.

### **1.2.4 Project Schedule**

The Project was carried out from March 2012 to March 2016. The total duration of the project was approximately four (4) years divided into four terms: Term 1 from March 2012 to March 2013, Term 2 from April 2013 to March 2014, Term 3 from April 2014 to March 2015, and Term 4 from April 2015 to March 2016. Reports as listed below will be submitted in the course of the Project. A seminar as the kick-off event was held in 18th of April 2012, and the final seminar was held in 1st of March 2016. The other workshops and internal meetings were held in each term of the Project.

Reports to be Submitted:

- Inception Report: to be submitted in the beginning of the Project
- Progress Report: to be submitted once for every Term
- Project Completion Report: to be submitted at the termination of the Project

**Table 1-1 Project Design Matrix: PDM (PDM ver. 2.0)**

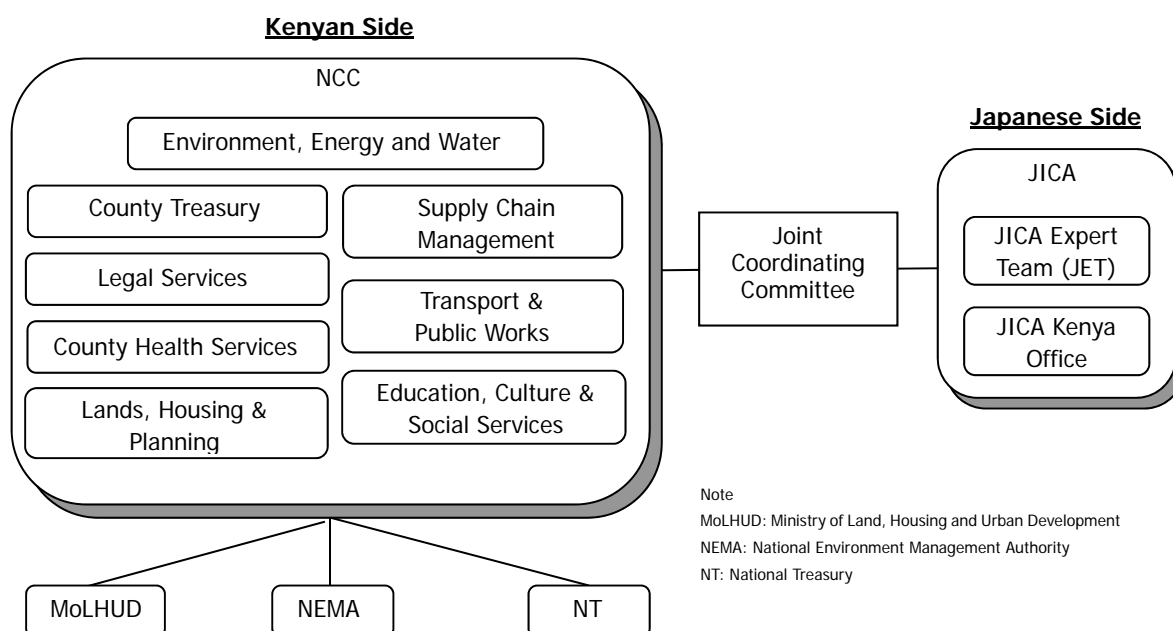
Name of Project: Project for Capacity Development of Solid Waste Management of Nairobi City Implementation Agency: Department of Environment (DoE), <u>Nairobi City County (NCC)</u> Target Group: Department of Environment (DoE), <u>Nairobi City County (NCC)</u>		Duration of Project: 4 years Target Area: Nairobi City Date: July 16, 2014	
Narrative Summary	Objectively Verifiable Indicators	Means of Verification	Important Assumptions
<b>Overall Goal</b> Waste collection and transportation services in Nairobi City <b>are</b> expanded by <b>NCC</b> .	<ol style="list-style-type: none"> <li>1 Increase in waste collection coverage area</li> <li>2 Expansion of franchised collection zones</li> <li>3 Expansion of CBOs collection zones</li> <li>4 Increase in public participation</li> </ol>		
<b>Project Purpose</b> Capacity of <b>NCC</b> on solid waste management is strengthened.	<ol style="list-style-type: none"> <li>1 <b>C/Ps get the ability to expand pilot project activity to other area.</b></li> <li>2 <b>NCC can grasp the data about the amount of collected waste in Pilot project area.</b></li> </ol>	<ol style="list-style-type: none"> <li>1 Progress Report</li> <li>2 Project Completion Report</li> <li>3 Operation report of DoE</li> <li>4 <b>Interview sheet</b></li> </ol>	<ul style="list-style-type: none"> <li>- Institutional framework will not change greatly under the county system after the devolution</li> <li>- Policy of Kenyan Government on SWM will not charge</li> </ul>
<b>Output 1</b> Capacity of <b>NCC</b> on solid waste collection and transportation is strengthened.	<ol style="list-style-type: none"> <li>1-1 Increase in waste collection amount by <b>NCC's</b> direct operation and subcontractors' operation</li> <li>1-2 Guideline of waste collection and transportation</li> <li>1-3 Reduced number of illegal solid waste dumpsite</li> </ol>	<ol style="list-style-type: none"> <li>1 Progress Report</li> <li>2 Project Completion Report</li> <li>3 Operation report of DoE</li> </ol>	<ul style="list-style-type: none"> <li>- <b>NCC</b> will continue to allocate enough budget for SWM activities</li> </ul>
<b>Output 2</b> <b>NCC's</b> capacity is strengthened in terms of involvement of private sector for solid waste collection and transportation.	<ol style="list-style-type: none"> <li>2-1 Guideline for introduction of franchise system for solid waste collection and transportation</li> <li>2-2 Increase in waste collection amount in franchise zones</li> </ol>	<ol style="list-style-type: none"> <li>1 Progress Report</li> <li>2 Project Completion Report</li> <li>3 Operation report of DoE</li> </ol>	
<b>Output 3</b> <b>NCC's</b> capacity is strengthened in terms of involvement of CBOs for solid waste collection and transportation.	<ol style="list-style-type: none"> <li>3-1 Guideline for CBOs involvement in waste collection</li> <li>3-2 <b>Increase in number of customer served by CBOs</b></li> </ol>	<ol style="list-style-type: none"> <li>1 Progress Report</li> <li>2 Project Completion Report</li> <li>3 Operation report of DoE</li> </ol>	
<b>Output 4</b> Capacity of DoE on financial management is strengthened.	<ol style="list-style-type: none"> <li>4-1 Financial statement on SWM Special Account</li> <li>4-2 Recommendation on better financial management</li> </ol>	<ol style="list-style-type: none"> <li>1 Progress Report</li> <li>2 Project Completion Report</li> <li>3 Operation report of DoE</li> </ol>	
<b>Output 5</b> Challenges and roadmaps of DoE <b>are</b> clarified.	<ol style="list-style-type: none"> <li>5-1 Revised roadmap for improvement of SWM</li> </ol>	<ol style="list-style-type: none"> <li>1 Progress Report</li> <li>2 Project Completion Report</li> <li>3 Operation report of DoE</li> </ol>	

<p><b>Activity</b></p> <p>1 Collection and Transportation Capacity of <b>NCC</b></p> <p>1-1 To confirm the current waste collection and transportation system operated by <b>NCC</b></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><b>1-5 To advise on the improvement of the Dandora disposal site</b></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><b>2-4 To conduct activities of awareness raising on solid waste management in the pilot area</b></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 analyse the report and to make recommendation for improvement of financial status</p> <p><b>5-1 To establish Preparatory Unit for SWM Public Corporation and make organisational chart and job descriptions.</b></p> <p>5-2 To review collection and transportation activities implemented under the Project</p> <p>5-3 To re-design a roadmap of <b>NCC</b> and to make recommendations for better solid waste management</p>	<p><b>Input</b></p> <p><b>1. Japanese side</b></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><b>6) Final Disposal</b></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><b>2. Kenyan side</b></p> <p>(1) Counterpart personnel including administrators</p> <p>1) Counterpart personnel of DoE and Department of County Treasury</p> <p><b>2) Counterpart personnel (5 Staffs of Preparatory Unit for SWM Public Corporation)</b></p> <p>(2) Office space, meeting room</p> <p>1) Office space, meeting room for Japanese experts</p> <p><b>2) Office space, meeting room for staff of Preparatory Unit for SWM Public Corporation</b></p> <p>(3) Local Cost</p> <p>1) Local cost for activities of counterpart personnel of DoE and Department of County Treasury</p> <p><b>2) Local cost for Preparatory Unit of SWM Public Corporation</b></p> <p><b>3) Special allowances for counterpart personnel until the commencement of operations of Preparatory Unit for SWM Public Corporation</b></p>	<p><b>Preconditions</b></p> <p>- Private sectors and CBOs will cooperate with <b>NCC</b> on waste collection</p> <p>- Adequate number of counterpart personnel is appropriately assigned.</p> <p>- <b>NCC</b> allocates project activity cost.</p>

### 1.3 Administration of the Project

The Project was administered as mentioned in the following manner:

- The Department of Environment (DoE), Nairobi City County (NCC) was the main counterpart agency of JICA for project implementation. The Project's organisation chart is as shown in **Figure 1-1**.
- Director of Environment, as the Project Director, exercised overall responsibility for the administration, coordination and implementation of the Project.
- Deputy Director of Environment (Operations) worked as the Project Manager and was responsible for the implementation of the Project, including managerial and technical matters.
- The Joint Coordinating Committee (hereinafter referred to as "JCC") was established to facilitate inter-organisational coordination and to analyse technical issues. The JCC should be convened at the request of any of its members. The JCC prepared the annual work plan, review progress, conduct monitoring and evaluation of the Project, and discuss problems. Functions and members of proposed JCC are as shown in **Section 1.4**.



**Figure 1-1 Organisational Chart of the Project**

### 1.4 Joint Coordinating Committee (JCC)

#### 1.4.1 Functions of the Committee

The JCC, composed of members listed below, met at least once a year or term and whenever the necessity arises. The main functions of JCC should be as follows:

- To formulate the annual operational work plan of the Project based on the tentative schedule of implementation within the framework of the Memorandum of Understanding;
- To review the overall progress and achievements of the Project;
- To examine major issues arising from or in connection with the Project;
- To work out the modification of activities depending on the necessity;

- To ensure the smooth implementation of the Project and to secure the concerned Ministry's coordination, guidance and supervision; and
- To draw expertise from other ministries/departments/organisations.

#### 1.4.2 Composition of the Committee

The members of the Committee are shown in **Table 1-2**.

**Table 1-2 Members of JCC (as of 16th of February, 2016)**

No.	Name	Organisation (Position)
Kenyan Side		
1	Mr. Tom Odongo	Ag. County Executive Committee Member for Environment, Energy and Water, NCC
2	Mr. Solomon Obiero	Director Supply Chain Management, NCC
3	Ms. Immaculate Simiyu	National Environment Management Authority (NEMA)
4	Ms. Dorothy N. Kimeu	National Treasury/Ministry of Finance
5	Mr. Morris Okere	County Treasurer, NCC
6	Mr. Robert K. Ayisi	County Secretary, NCC
7	Ms. Jane Wamuguru	Department of Social Services, NCC
8	Mr. Victor Ogutu	Ministry of Land, Housing and Urban Development (MoLHUD)
9	Mr. John Ojwang	Department of City Planning, NCC
10	Mr. N.S. Ogola	Department of Legal Affairs, NCC
11	Eng. Christine A. Ogut	Department of Civil Engineer's, NCC
12	Mr. Peter Bundi	MoLHUD
13	Eng. Nicholas Nyariki	MoLHUD
Observers		
1	Ms. Keiko Sano	JICA Kenya Office (Chief Representative)
2	Mr. Kazuhiro Tambara	JICA Kenya Office (Deputy Chief Representative)
2	Mr. Masahito Miyagawa	JICA Kenya Office (Representative)
3	Mr. John Ngugi	JICA Kenya Office (Senior Programme Officer)

#### 1.5 Staffing Schedule

The members of the JICA Expert Team are as listed in the following table.

**Table 1-3 Members of the JICA Expert Team**

Name	Designation or Field of Expertise
Masakazu MAEDA	Chief Adviser / Solid Waste Management
Shinsuke TAKEUCHI	Waste Collection & Transportation 1
Azuma KIDO	Waste Collection & Transportation 2
Shinsuke OKAMOTO	CBOs Coordination / Public Participation
Takehiko OGAWA	Financial Management / Institutional Restructuring
Hiroshi MEKARU	Administrative Coordinator 1 / Waste Collection & Transportation (Term 1 and Term 2)
Dickella Gamaralalage Jagath Premakumara	Administrative Coordinator 1 / Waste Collection & Transportation (Term 3 and Term 4)
Keiko TSUJI	Administrative Coordinator 2 / CBOs Coordination / Public Participation

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**2.    *CONTENTS OF ACTIVITIES***

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## CHAPTER 2. CONTENTS OF ACTIVITIES

The Overall Flowchart of the Project is given in **Annex 1.2**, and the Plan of Operation is shown in **Annex 1.3**. The contents of activities covering from Term 1 to Term 4 are described in the following while detailed activities of each output from Term 1 to Term 3 are included in the Progress Report (1), (2) and (3), respectively.

### Common Contents of All Outputs

#### **[A01] Examination of Principal Approach, Methodology, Schedule and Procedure of the Project [Term 1]**

The outline of the Project through the review on the report of the survey mission in August 2011 and the Memorandum of Understanding was examined as a whole and the approach, methodology, and procedure of the Project were considered. Based on the result of the examination, the Inception Report (IC/R) was drafted and submitted to the MoLG on 4<sup>th</sup> of April, 2012.

#### **[A02] Presentation of the Inception Report and Consultation with the Kenyan Side [Term 1]**

The draft of the Inception Report (IC/R) prepared in the above Item [A01] was explained and discussed with the Kenyan side and finally finalised after the approval of JICA and the Government of Kenya. The finalised IC/R was submitted to MoLG on 19<sup>th</sup> of April, 2012.

#### **[A03] Assistance in the Establishment of the Joint Coordinating Committee and in Periodical Meetings [Term 1]**

The JICA Expert Team assisted the Kenyan side in establishing, operating and convening the Joint Coordinating Committee (JCC). The first JCC was convened in MoLG on 11<sup>th</sup> of April, 2012. The Inception Report (IC/R) in the above item [A02] was approved by the JCC.

#### **[A04] Assistance in Holding the Kick-Off Event [Term 1]**

A seminar was carried out as the kick-off event after the approval of the IC/R, to disseminate the contents and work items under the JICA assistance for SWM in the City of Nairobi on 18<sup>th</sup> of April, 2012. More than hundred participants attended the seminar not only from relevant government institutions but also from international organisations, universities, NGOs/CBOs, Private Service Providers and the mass media. The seminar including Handed-Over Ceremony was successfully enough to be covered by TV news and newspapers. Equipment and materials procured by the JICA Expert Team under the Project are listed in **Annex 1.6**.

In order to effectively carry out the event, a local company specializing public relations was contracted to conduct decoration of the venue, preparation of banners, a master of ceremony and media management. (See the detail in **Annex 4.10**.)

#### **[A05] Implementation of Capacity Assessment and Collection of Baseline Data [Term 1]**

The capacity of NCC concerning SWM was assessed. Baseline data, such as indicators of PDM, demonstrating the current capacity at the beginning of the Project was collected to compare with the capacity at the time of implementation of the mid-term evaluation and the terminal evaluation. The result of capacity assessment through Term 1 to Term 4 and baseline data are presented in the item [D03] later.

**【A06】 Public Awareness Raising [Term 1]**

To conduct the waste collection and transportation work in Output 1 to 3 more effectively with the support from residents, public awareness raising activities were planned and implemented. Originally the activities were supposed to target both 1) ordinary residents of the City of Nairobi and 2) residents in the PP area for Output 2 and 3. However, due to budgetary constraints, C/P and JET equally agreed to focus its resources on the two PP areas only -- Franchising PP area: Zone 7 and Waste collection and transportation services in Slum areas in cooperation with CBOs: Soweto West, Kibera and Sinai, Mukuru -- for more effective public awareness raising campaigns.

Furthermore, a Clean-up Campaign was carried out in Output 3 area -- waste collection and transportation services in slum areas in cooperation with CBOs -- to entail the community members to the waste management efforts.

In order to effectively carry out the public awareness raising campaign, local companies specializing public relations and environmental consultancy were contracted to create a campaign slogan, design and produce campaign materials, and distribute the materials. (See the detail in **Annex 4.10.**)

**【A07】 Submission of Progress Report (1) [Term 1]**

Progress Report (1) containing the progress of the Project in Term 1 and issues for Term 2 was submitted to the JICA Tokyo Headquarters by the JICA Expert Team and the Kenyan counterpart.

**【B01】 Examination of the Work Plan for Term 2 and Participation in Related Meetings [Term 2]**

The Progress Report (PR/R) I, which summarised the result of activities in the first project year, was drafted and submitted to NCC on 6<sup>th</sup> of June, 2013.

**【B02】 Assistance in Periodical Meetings of the Joint Coordinating Committee [Term 2]**

The second and third Joint Coordinating Committee (JCC) was held on 6<sup>th</sup> of June, 2013 and 30<sup>th</sup> of January, 2014, respectively. The general election in the Republic of Kenya was conducted after the presidential election on March 2013. The organisation of the city government was changed from city to county after the election and so JCC members were also reshuffled in the third JCC.

**【B03】 Implementation of Capacity Assessment [Term 2]**

The results of capacity assessment are presented in the item [D03] later.

**【B04】 Public Awareness Raising [Term 2]****【B04-1】 Distribution of the Campaign Materials**

The PR materials produced in the last project year were distributed to the institutions / areas concerned and in seminars / workshops in order to raise awareness of the stakeholders.

**【B04-2】 Implementation of School Competition**

In addition, as a bottom-up approach, a school competition was held for schools in the PP area for CBO coordination. The participating schools are selected according to student grades (age) / class size, and/or existence of environmental club. Explanation of the Project and PP was given to teachers as well as the school children. In this competition, each participating school worked on environmental education related to solid waste management as extracurricular activity. In the final day of activity, competition was held where each group made a presentation on what they have learnt. Each group was judged from the aspect of understanding, self-motivation, sustainability and creativity and the top three groups were awarded. The purpose of this competition was to let children understand the importance of proper solid waste management through daily issues concerning solid waste e.g. measurement of the volume of the waste from each household and

research on the current conditions of solid waste in their neighbourhood. This competition, furthermore, intended to affect the whole community at the end. For this project year, the four schools are selected from Kibera, one of the PP areas, and the competition was started from the first week of September 2013. The commendation ceremony was held on 11<sup>th</sup> of October 2013. (See the detail in **Annex 4.10.**)

#### **【B05】 Preparation of the Progress Report (2) [Term 2]**

Progress Report (2) containing the progress of the Project in Term 2 and issues for Term 3 was submitted to the JICA Tokyo Headquarters by the JICA Expert Team and the Kenyan counterpart on 17<sup>th</sup> of March, 2014.

#### **【C01】 Examination of the Work Plan for Term 3 and Participation in Related Meetings [Term 3]**

The Progress Report (PR/R) II, which summarised the result of activities in the second project year, was drafted and submitted to NCC on 16<sup>th</sup> of July, 2014.

#### **【C02】 Assistance in Periodical Meetings of the Joint Coordinating Committee [Term 3]**

The fourth and fifth Joint Coordinating Committee (JCC) was held on 16<sup>th</sup> of July, 2014 and 27<sup>th</sup> of January, 2015, respectively.

#### **【C03】 Implementation of Capacity Assessment [Term 3]**

The results of capacity assessment are presented in the item **【D03】** later.

#### **【C04】 Public Awareness Raising [Term 3]**

##### **【C04-1】 Distribution of the Campaign Materials**

As part of the public awareness raising activities related to the franchise PP, Information Desks at churches and commercial establishments has set up. However, many of those activities were done in the weekend, and thus the burden on the counterpart has grown. In addition, there are many cases, depending on the churches, where information can effectively disseminated using a video clip. Therefore, PR video was created for the project.

The video is in final editing and the content is as follows:

- Condition of SWM in Nairobi
- Introduction of the Franchise System
- Introduction of waste separation

##### **【C04-2】 Creation of Leaflet**

Number of households subscribing the waste collection service in the Franchise system is very limited, and the waste separation was not well performed for those household subscribing the service. PR leaflets were therefore additionally created.

##### **【C04-2-1】 Promoting Franchise PP Service Subscription**

In order to publicise the Franchise PP, information desks will be continued to be set up in the churches and commercial establishments. PR leaflets were created to be distributed during these excises.

##### **【C04-2-2】 Waste Separation**

It was commonly observed where mixed waste were discharged from households who subscribe to the Franchise waste collection service since the instruction on how to separate waste had not sufficiently given. Therefore, leaflets on waste separation were created.

<b>【C05】 Technical Assistance for Management of Dandora Dumpsite [Term 3]</b>
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**【C05-1】 Current Conditions of the Existing Waste Dumpsite (Dandora)**
**【C05-1-1】 Current Conditions of Operation and Maintenance Works at the Existing Dumpsite**

Dandora Dumpsite is the only final disposal site for NCC until the new landfill site is built. The dumpsite currently accepts approximately 1,000 tons of waste a day, although it sometimes increases up to 1,500 tons. Thus, it is expected that all the waste should be properly accepted and disposed. Issues of operation and maintenance at the existing dumpsite are identified as follows:

- Accessibility improvement to waste dumping areas  
Road improvement needs to be conducted for easy access to waste dumping areas without any delay even in rainy days.
- Expansion of waste dumping areas  
Dumping areas needs to be expanded to meet the amount of incoming waste.
- Securing the maintenance space for vehicles and heavy equipment  
Maintenance space should be secured and well- furnished for long-term use.
- Supervision of the contractors' works  
Contractors of heavy equipment works at the dump site should be continuously supervised to ensure their compliance with the contract conditions.
- Isolation of leachate collection system from surroundings  
Leachate collection system should be installed without exposure of leachate to the surrounding environment.
- Appointment of dumpsite operation supervisors  
Dumpsite operation supervisors need to be assigned to each of the critical locations of landfill operations including the access road so that they can give proper advice and instructions to waste haulage truck drivers.
- Appointment of supervisors for incoming/outgoing trucks  
Illegal personnel and trucks should be properly controlled in front of the compound.
- Progress management  
For improvement works and daily works, periodical progress management needs to be conducted to ensure the works as originally planned.
- Environmental control (e.g. Dust and smoke prevention arising from intentional/unintentional burning of waste.)  
Intentional/unintentional burning of waste should be prevented to avoid emissions of harmful smoke.

**【C05-1-2】 Review of the Improvement Plan on the Existing Dumpsite**

The revised M/P and the following feasibility study proposed that Dandora Dumpsite should be closed. The outline of the dumpsite closure plan is shown in **Table 2-1** below.

**Table 2-1 Outline of Dandora Dumpsite Closure Plan**

Category	Subject		Actions
Principal facilities	Landfill	Waste disposal area	Disposal area should be limited and controlled in accordance with the closure plan. And waste quantity to be continuously disposed of at the site until the Ruai site becomes operational.
		Leachate collection	Construction of concrete ditch with collection pipes along the boundary facing Nairobi River.
	Storm water drainage		Prevention of rainwater from flowing into the closed dumpsite
	Landfill gas ventilation		Installation of landfill gas ventilation network
	Leachate treatment		Construction of leachate storage pond and depuration of leachate circulation by pumping system
Administration	Monitoring		Installation of monitoring wells
Others	Perimeter		Construction of perimeter wall, gate, etc.

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

In case that Dandora Dumpsite is to be used for another 5 years and over, it should be considered and incorporated into the current closure plan. The factors to be considered are shown as below.

- It is necessary to install a storage structure for leachate from the waste layer not in the existing dumping area but near the boundary.
- It should be considered to conduct daily soil cover during the period of dumpsite operations for a certain moment, not final soil cover.
- Since the Dandora Dumpsite is the only dumpsite in the county, it is difficult to control the incoming waste amount to accept. Therefore, there should be a condition that the site receives the whole incoming waste as projected in the revised M/P.

### **[C05-1-3] Review of the Existing Dumpsite Improvement Plan**

NCC prepared an action plan for improvement of the Dandora Dumpsite in 2013. The Action Plan was composed of the plan for three (3) terms, namely short-term (1 year and a half), middle-term (4 years) and long-term. The outline of the Action Plan is described in **Table 2-2** and **Figure 2-1**.

**Table 2-2 Action Plan for Dandora Dumpsite by NCC**

Period	Content	
Short term	Monitoring the on-going road improvement Securing dumping area and perimeter fencing Topographic survey for 10ha Fukuoka landfill site installation	
Mid term	Ground levelling for leachate collection network Installation of landfill gas ventilation network Leachate pond construction Installation of circulation pumps and filters	
Long term	Leachate treatment plant construction Incineration plant installation Water analysis lab construction	PPP implementation and Public awareness Acquisition of a new landfill site Purchase of heavy equipment

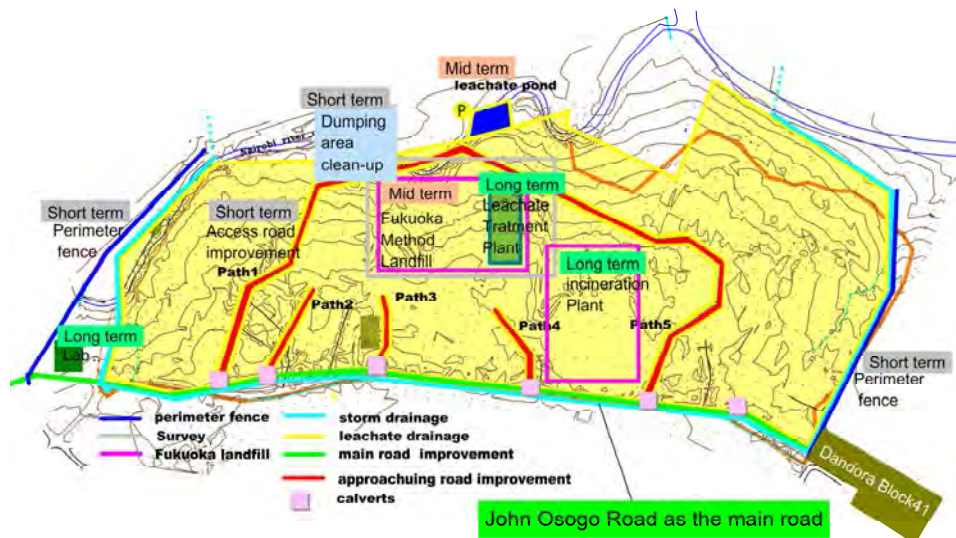


Figure 2-1 Action Plan for Dandora Improvement by NCC (Shown in map)

## 【C05-2】 Progress of the Action Plan

### 【C05-2-1】 Major Issues on Operation and Maintenance of the Existing Dumpsite

JICA Expert has implemented 2 series of site visits to Dandora Dumpsite in the 3<sup>rd</sup> term to assess its operation and maintenance works. The Expert found that the existing dumpsite was not properly operated as the final disposal landfill of solid waste. The issues to be solved for further improvement of the dumpsite are identified as described below.

#### (1) Weighing System

The existing weighing system belongs to NCC. However, there are no manual about the weighing device and the weighing system. It was also often malfunctioned while the device itself was partially left broken for years, so that some trucks could not pass through the weighing point (currently it is fixed). In the field studies, it was also found that the weighing officer sometimes recorded the weight of waste and tipping fees manually in accordance with the capacity of trucks without weighing the trucks with the device.

#### (2) Administration Office

There is no administration office in the dumpsite. The only office there is waste weighing office, which has a room capacity of only 3 persons. There is also a small office with 4 square metre, but no water supply and electricity in the office. Moreover, there is no lavatory with hand-washing place as well as the space for meals in a sanitary condition.

#### (3) Storage for Heavy Equipment in Site

As mentioned above, there is neither space for storage of heavy equipment like bulldozers and backhoes, for consumables. Therefore, once failure of heavy equipment occurs, it will take several days for recovery of ordinary performance of the equipment.

#### (4) Communication with the Headquarter

Dandora Dumpsite is located in the distance of 30 - 40 minutes by car from DoE in the City Hall Annex. The site is operational for 24 hours for 7 days a week, Therefore, communication with headquarter is only made through sending daily reports periodically.

(5) Instruction to the Incoming Trucks for Proper Driving and Waste Dumping

There are 14 workers in the dumpsite since the beginning of the 3<sup>rd</sup> term. Then JICA Expert suggested in the first field survey that NCC was in short of supervisors for instructing truck drivers. NCC increased its worker to 19 by the time of the second field survey.

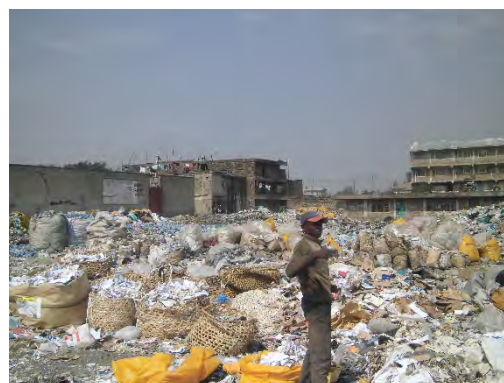
(6) Attendance Management and Staff Assignment

Although the number of workers increased, there were no documents or boards showing the schedule of works with who does what tasks in which locations at this time. It was only informed orally in the morning meeting from 8 a.m. to 9 a.m. under the sun by the site manager.

JICA Expert provided a template for work assignment plan, and NCC applied it to prepare the standard work shift table.

(7) Possession of Private Land by Middle Men and Dealers of Recyclables

Adjacent to the south-west part of the site, there are private plots occupied by waste middlemen and waste valuables dealers. The plots are used for temporary storage of valuables (see **Photo 2-1**). They sorted out incoming waste to collect valuables to sell them to recycling industries.



**Photo 2-1** Storage Area Adjacent to the Site (Private Property)

(8) Insufficient Storm Water Drainage System

In rainy seasons, after rainfall, water pools can be seen at many places on access roads, and the pools prevent waste vehicles from smooth passage. In case that rain water stays still on the road, compacted surface layers of roads expands with moisture, then the road will be further damaged by vehicle's passage. JICA

Expert suggested that storm water drainage improvement was to be prioritised, compared to road improvement itself. JICA Expert suggested the prioritisation for a couple of roads to be improved among 6 access roads as shown in **Photo 2-2** and **Photo 2-3**.



**Photo 2-2** Bumpy and Muddy Access Road Caused by Rainfall



**Photo 2-3** Road Improved by Compaction with Hard Core

In the field visits, since there was a certain period of time between the visits of JICA Expert, there were points that NCC stopped their improvement works.

Here, JICA Expert and C/P shared the aim of improvement as “proper disposal of daily incoming waste,” and then shared the importance keeping the road in good condition by preventing spillover of storm water and leachate.

After sharing this with NCC, the first drainage installation was found during JICA’s field visit. The drainage can keep low water spillover on the road, whereby it can be a lot easier to maintain. (see **Photo 2-4**)



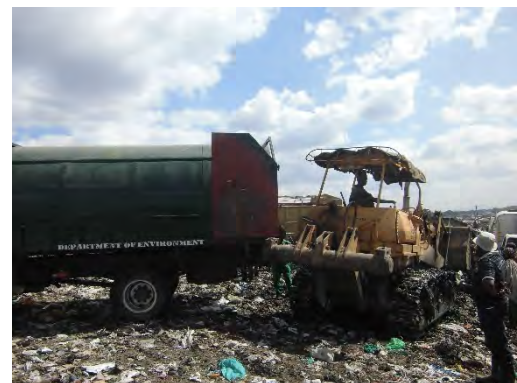
**Photo 2-4** Implementation of Drain Installation and Draining off of the Water in the Foundation

(9) Perimeter Wall Installation

Based on the budget secured in 2013, perimeter installation on the west side of the boundary is in process. As planned initially, waste abandoned outside the boundary will be moved to the designated dumping area (almost completed in the final term).

(10) Securing enough Dumping Areas

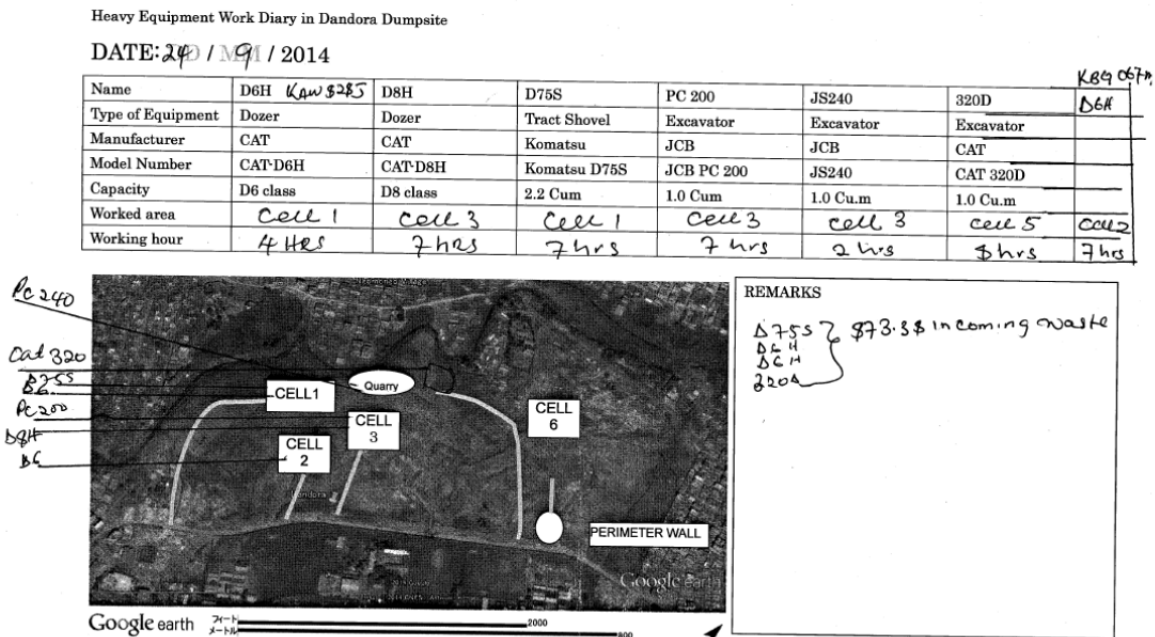
Dumping area is too limited, that often confused truck drivers about where to dump their waste and let them take dangerous passage of the area. Since bulldozers compacted the dumping area just after waste disposal, compaction was not enough to firm the surface of the land, whereby trucks were stuck in the middle of dumping area. (see **Photo 2-5**). JICA expert suggested that NCC should keep enough space for the truck to return by strictly locating the dumping area. Then, NCC improved location of dumping area, taking into account the space for the trucks to make a U-turn after dumping the waste.



**Photo 2-5** Vehicles Stuck by Bumpy Roads (A Dozer Push the Vehicle)

(11) Issuance of the Site Log Book

JICA Expert suggested that NCC should record the instructions of works in writing and record the works on daily basis. With the help of JICA Expert, daily reports were started to be submitted in the form as shown below (see **Figure 2-2**).



**Figure 2-2** Site Log Book (Example)



### **【C05-2-2】 Issues in Implementing the Improvement Plan on the Existing Dumpsite**

The improvement plan was formulated in 2013. By comparing to the timeline from the state in 2014 (Term 3), there are issues clarified as below.

- The total budget of 200KSh million allocated for improvement of the existing dumpsite was curtailed to 104,783,000KSh according to the progress report in Term 2. The budget was used mainly for the perimeter fence installation with the amount 24,000,000KSh while the allocation of the remaining budget is not clear.
- A reason for unclear budget allocation comes from complicated procurement procedures in NCC as described below.
  - a) Request Engineering Department to design
  - b) Site survey and investigation , design implementation by Engineering Department
  - c) Estimate cost and prepare design documentation and drawings. Then confirmation of the contents by DoE
  - d) Request Treasure Department for procurement
  - e) Public tender (Supply Chain Management Department)
  - f) Awarding and make contracts by Treasure Department (Supply Chain Management Department)
  - g) Fulfilment of the contract (Supply Chain Management Department)

DOE is only in charge of a) and c) above while procurement price and contents of the contract are not disclosed to DoE. It might cause DoE not to control the budget allocation process. Furthermore, the site manager is responsible for supervising the contracted works, but most of the instructions to the contractors are not based on the contract. Finally the contract works are not properly managed due to such instruction of the site manager with no basis.

- There is a priority of using the gravels for general and public road construction. Reception of the hard core is implemented by Engineering Department, which is responsible for the road maintenance. Even though DoE requested again and again Engineering Department to transfer the hard core, they have not yet procured all of the amount of hardcore (20t-gravel into 200 trucks).
- DoE staff members usually have expertise in pollution control and environment management while their expertise in civil works, civil engineering and design is limited. Therefore, they have no choice but do their works without minimum skills about civil works. Moreover, since they have no sense of quantity control for civil works, it is difficult to manage the construction works mainly due to no transfer of the contract amount from Engineering Department and no control of incoming material amount.
- In the end, NCC has never amended the improvement plan so far.

### **【C05-2-3】 Review of Operation and Maintenance System in Dandora Dumpsite**

#### **(1) Estimation of Amount in Each Task**

NCC staff members tend to take haphazard decisions on the implement works without any plan based on the estimation of the volume of required landfill operation works including moving (pushing) of waste, compaction, access road improvement and so forth. JICA Expert instructed NCC again to identify and carefully estimate the work volume on site before mobilisation of heavy equipment. In the 3<sup>rd</sup> field investigation (from 16 February, 2015 to 17 March, 2015), Access-4 improvement was chosen as a model case and NCC tried to do it as instructed (see **Figure 2-3**).

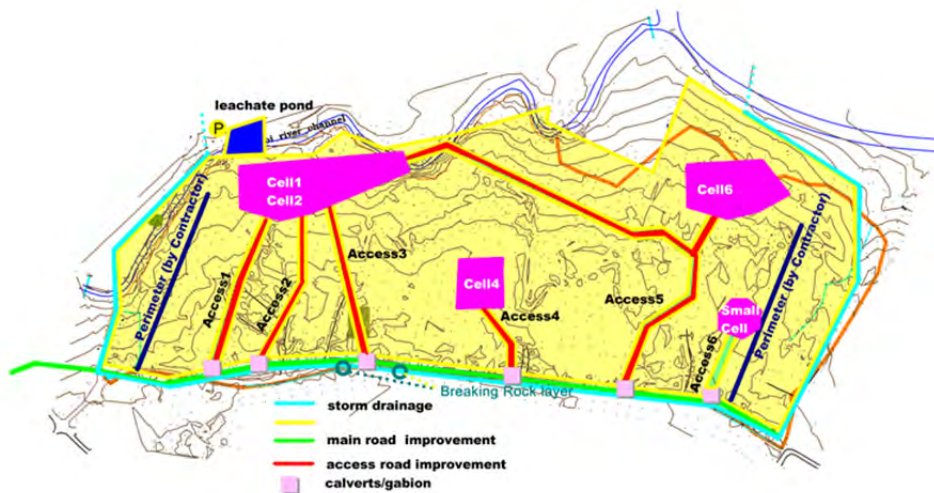


Figure 2-3 Amended Improvement Plan (Focusing on Access-4)

(2) Detailed Scheduling of Improvement Works

JICA Expert also instructed NCC to make a small timeline of works by weeks and days for proper assignment of heavy equipment as well as for everyday daily supervision of the works. Finally, NCC estimated 9 days for the improvement of Access-4, thus JICA Expert witnessed those 9 days progress.

(3) Pollution Control and Environment Management

The temperature at the dumpsite sometimes increased up to 30 degrees Celsius. Such increase in temperature may accelerate fermentation of the dumped waste and eventually cause fire all around the site. Since the fire may have serious environmental impacts upon the surrounding area, it should be treated and considered as the priority issue to be properly handled. JICA Expert and the C/P discussed about the possible response measures and as one of the standard contents, they were included in the operation and maintenance manuals formulated in the final term.

**[C06] Preparation of the Progress Report (3) [Term 3]**

Progress Report (3) containing the progress of the Project in Term 3 and issues for Term 4 was submitted to the JICA Tokyo Headquarters by the JICA Expert Team and the Kenyan counterpart on 31st of March, 2015.

**[D01] Examination of the Work Plan for Term 4 and Participation in Related Meetings [Term 4]**

The Progress Report (PR/R) III, which summarised the result of activities in the second project year, was drafted and submitted to NCC.

**[D02] Assistance in Periodical Meetings of the Joint Coordinating Committee [Term 4]**

The sixth and seventh Joint Coordinating Committee (JCC) was held on 2<sup>nd</sup> of July, 2015 and 30<sup>th</sup> of September, 2015, respectively. The last JCC was held after the final seminar at Sarova Panafric Hotel on 1<sup>st</sup> of March, 2016. The minutes of these meetings are presented in **Annex 1.7**.



Sixth (2015.7.2)



Seventh (2015.9.30)



Eighth (2016.3.1)

**Photo 2-6 Joint Coordination Committee Meeting (From Sixth to Eighth)**

### **[D03] Implementation of Capacity Assessment [Term 4]**

The individual capacity of NCC concerning SWM was assessed jointly by JET and C/P. The result of capacity assessment is presented in **Table 2-4**. (See **Annex 1.8** for the transition of counterparts).

A head of C/P, i.e., County Chief Officer was transferred to the other sector and her boss, County Executive Committee Member for environment and forestry was resigned simultaneously.

**Table 2-3 List of Counterparts (as of 16th of February, 2016)**

No.	Name	Affiliation
[Management Counterparts]		
1	Eng. Christine A. Ogut	County Chief Officer (CCO) - Environment, Energy and Water
2	Mr. Isaac Muraya	Director of Environment, DoE
3	Mr. Samuel Mwangi	Project Manager/SWM, Assistant Director of Environment, DoE
[Technical Counterparts]		
4	Ms. Patricia Akinyi	Project Coordinator, DoE
5	Ms. Margaret Kariuki	CBO Involvement/ Public Participation, DoE
6	Mr. Duncan Miheso	Collection and Transport, DoE
7	Mr. James Otiende	Collection and Transport, DoE
8	Mr. Moses Kamau	CBO Involvement/ Public Participation, DoE
9	Mr. Jane Kamau	Financial Management, DoE
10	Ms. Esther Ndegwa	Financial Management, Department of County Treasury, NCC
11	Ms. Nancy Mutai	Institutional Restructuring, Department of Human Resources Management, NCC
12	Mr. Richard Masinde	Environmental Planning and Management, Ag. Assistant Director, DoE
13	Mr. Roy Onyango	Final Disposal, Assistant Director, DoE
14	Mr. Lawrence Mwangi	Dumpsite Management, DoE
15	Mr. Edwin Murimi	SWM Operations, DoE

The current organisational structure reflecting the latest list of counterparts is illustrated in **Figure 2-4** as the organigram.

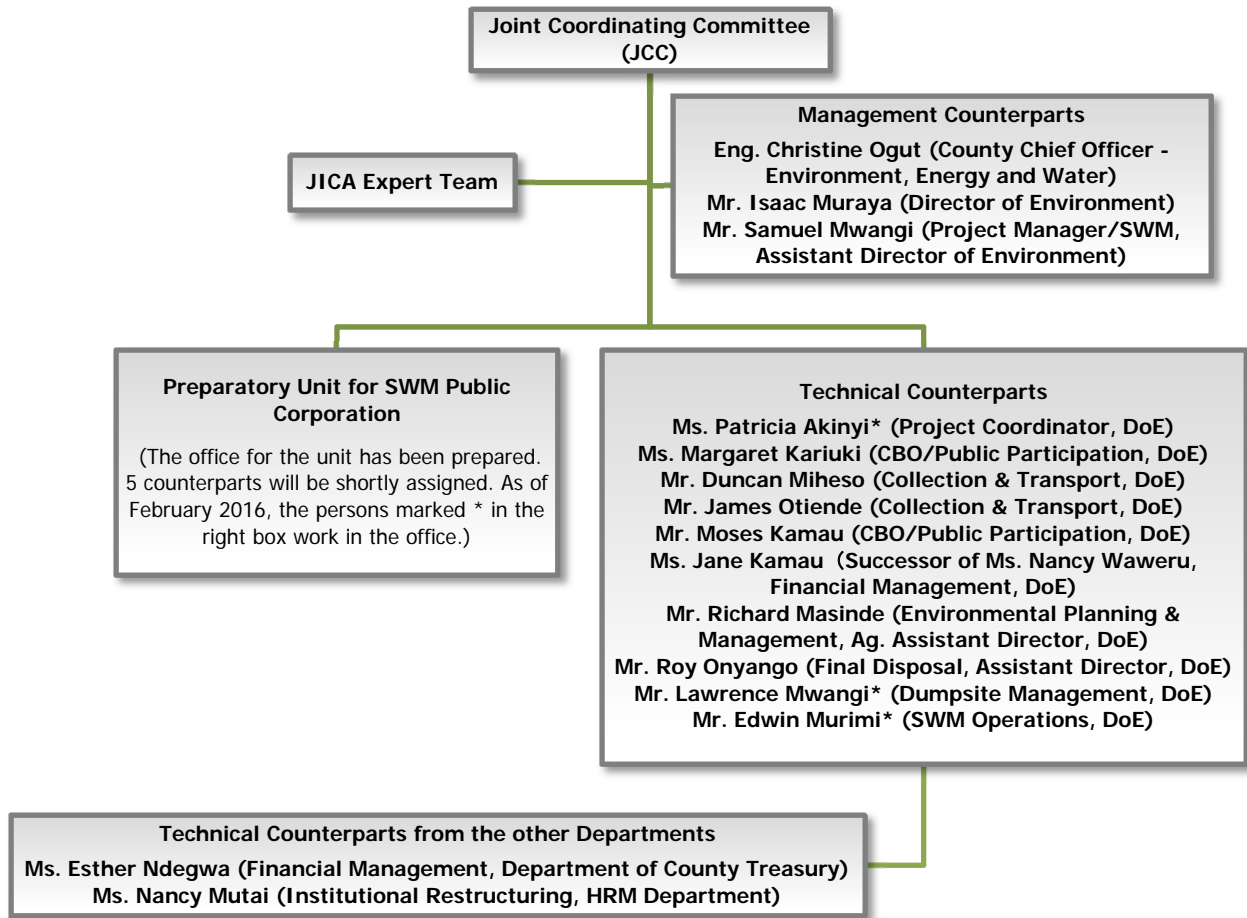


Figure 2-4 Organisational Structure of the Counterpart Members (as of 16th of February 2016)

**Table 2-4 Result of Capacity Assessment (Persons) (Fourth Term)**

Area	Evaluation Items	5 Grade Score					Summary of Evaluation
		Low 1	2	3	4	High 5	
Individual Capacity of Staff of the Department of Environment (DoE)	<b>[Samuel Mwangi] Project Manager/SWM</b>					●	A level of knowledge of general subjects on SWM is being graded up (75-100%). Regarding the environmental and social considerations, all subjects are 100%. Skills for survey related to SWM have been improved to conduct planning and supervision of the work (75%). All subjects in terms of attitude towards improvement of SWM, responsibility of work and etc. are 100%.
	● Knowledge (Basic Subjects regarding SWM, Knowledge of Each SWM Technical Components, such as Waste Discharge, Storage and Collection etc.)					●	
	● Skills (Capability of the Tasks, etc.)				●		
	● Attitude (Awareness, Responsibility of Staff, etc.)					●	
	<b>[Margaret Karinki] CBO Involvement/Public Participation</b>						A level of knowledge of general subjects on SWM is being graded up (50-75%). In particular, technical aspects of waste collection and transportation are improved (75%). Skills of preparation for specifications of social survey and implementation of the supervision have been obtained (75%). All subjects in terms of attitude towards improvement of SWM, responsibility of work and etc. are 100%.
	● Knowledge (Basic Subjects regarding SWM, Knowledge of Each SWM Technical Components, such as Waste Discharge, Storage and Collection etc.)				●		
	● Skills (Capability of the Tasks, etc.)				●		
	● Attitude (Awareness, Responsibility of Staff, etc.)					●	
	<b>[Dancun Miheso] Waste Collection and Transportation</b>						Knowledge on mechanism of composting and initial environmental examination is insufficient (25-50%). Most subjects are estimated at 75% to 100%. All subjects are 100%.
	● Knowledge (Basic Subjects regarding SWM, Knowledge of Each SWM Technical Components, such as Waste Discharge, Storage and Collection etc.)				●		
	● Skills (Capability of the Tasks, etc.)				●		
	● Attitude (Awareness, Responsibility of Staff, etc.)					●	
<b>[James Otiende] Waste Collection and Transportation</b>						Most subjects are estimated at 75% to 100%. Most subjects are estimated at 75% to 100%. All subjects are 100%.	
● Knowledge (Basic Subjects regarding SWM, Knowledge of Each SWM Technical Components, such as Waste Discharge, Storage and Collection etc.)					●		
● Skills (Capability of the Tasks, etc.)					●		
● Attitude (Awareness, Responsibility of Staff, etc.)					●		

Area	Evaluation Items	5 Grade Score					Summary of Evaluation
		Low	1	2	3	4	
Individual Capacity of Staff of the Department of Environment (DoE)	<b>[Moses Kamau] CBO Involvement/Public Participation</b>						
	● Knowledge (Basic Subjects regarding SWM, Knowledge of Each SWM Technical Components, such as Waste Discharge, Storage and Collection etc.)				●		Knowledge of general of subjects on SWM including method of waste composition survey is being graded up (approximately 75%).
	● Skills (Capability of the Tasks, etc.)			●			Skills of public participation and preparation for specifications of subcontract are being improved by actual job (50%).
	● Attitude (Awareness, Responsibility of Staff, etc.)			●			Most subjects are estimated at 50%.
	<b>[Jane Kamau / Esther Ndegwa] Financial Management</b>						
	● Knowledge (Basic Subjects regarding SWM, Knowledge of Financial Planning/Management, Special Account, PPP Contract and Collection of Charges, etc.)				●		Knowledge of special account is being enhanced (50%-75%). The remaining subjects are mostly ranked at 50% to 75% as well.
	● Skills (Capability of the Tasks, etc.)				●		Skills for special account are being improved (50%), although the remaining subjects are mostly ranked at 50% to 75%.
	● Attitude (Awareness, Responsibility of Staff, etc.)					●	Attitude of dealing with problems is being enhanced.
	<b>[Nancy Mutai] Institutional Restructuring</b>						
	● Knowledge (Basic Subjects regarding SWM, Knowledge of Institutional Issues, Establishment of Preparatory Unit for SWM Public Corporation, etc.)				●		Knowledge of SWM Public Corporation is being enhanced, and a level of knowledge of all subjects is being graded up around at 75%.
	● Skills (Capability of the Tasks, etc.)				●		Most subjects are estimated at 75% to 100%.
	● Attitude (Awareness, Responsibility of Staff, etc.)					●	Communication with the other organisations is improved and most subjects are estimated at 75% to 100%.
<b>[Mr. Roy Onyango] Final Disposal, Assistant Director</b>							
● Knowledge (Basic Subjects regarding SWM, Knowledge of Institutional Issues, Establishment of Preparatory Unit for SWM Public Corporation, etc.)					●	Most subjects are estimated at 100%.	
● Skills (Capability of the Tasks, etc.)					●	Most subjects are estimated 100% except for the waste discharge rate survey and financial issues.	
● Attitude (Awareness, Responsibility of Staff, etc.)					●	All subjects are estimated 100%.	

The change of the result of capacity assessment from the first to the fourth project year is shown in **Table 2-5** and **Figure 2-5**. The average score for each category, namely A. Knowledge, B. Skills and C. Attitude, for each individual counterpart is calculated and compared to the result of the first project year. In general, all counterparts improved their capacity in all categories.

**Table 2-5 Change of the Result of Capacity Assessment (Persons)**

	Category	2012/2013	2013/2014	2014/2015	2015/2016	Change
Samuel Mwangi (Solid Waste Management)	Knowledge	61.6	64.8	N/A	84.7	23.1
	Skills	38.9	58.3	N/A	70.8	31.2
	Attitude	85.7	75.0	N/A	100.0	14.3
James Otiende (Waste Collection and Transportation)	Knowledge	34.4	47.8	61.0	68.4	34.0
	Skills	31.0	38.0	61.0	62.7	31.7
	Attitude	72.5	70.0	70.0	90.9	18.4
Duncan Miheso (Waste Collection and Transportation)	Knowledge	51.5	73.1	86.5	84.6	33.1
	Skills	64.7	72.1	79.4	83.8	19.1
	Attitude	71.9	93.8	87.5	100.0	28.1
Margaret Kariuki (CBO involvement / Public Participation)	Knowledge	67.3	91.5	98.1	96.6	29.3
	Skills	58.8	91.2	98.5	89.7	30.9
	Attitude	68.8	93.8	100.0	100.0	31.2
Moses Kamau (CBO involvement / Public Participation)	Knowledge	34.3	52.2	58.7	68.2	33.9
	Skills	30.0	38.0	49.0	60.0	30.0
	Attitude	50.0	52.5	59.1	70.0	20.0
Jane Kamau / Esther Ndegwa** (Financial Management)	Knowledge	33.8	48.0	55.4	71.6	37.8
	Skills	36.4	48.9	52.3	67.4	31.0
	Attitude	65.8	70.8	75.0	87.5	21.7
Nancy Mutai (Institutional Restructuring)	Knowledge	36.8	50.0	57.9	72.4	35.6
	Skills	34.0	45.0	51.7	66.7	32.7
	Attitude	70.8	75.0	79.2	87.5	16.7
Roy Onyango (Final Disposal)	Knowledge	N/A	N/A	83.3	98.2	14.9
	Skills	N/A	N/A	79.2	98.5	19.3
	Attitude	N/A	N/A	100.0	100.0	0.0

Note 1\* : Since M. Samuel Mwangi was on a long-term leave from the middle of January 2015 to the end of February 2015, his capacity assessment has not yet been completed.

Note 2\*\* : Ms. Nancy Waweru and Ms. Esther Ndegwa have been jointly working as counterparts in the field of financial management. In September 2014, the position of Ms. Nancy Waweru was replaced by Ms. Jane Kamau. Since they have working together for the smooth transfer of responsibilities, the average points of the capacities of these 2 officials are calculated for the 3rd term, considering the consistency of the capacity assessment.

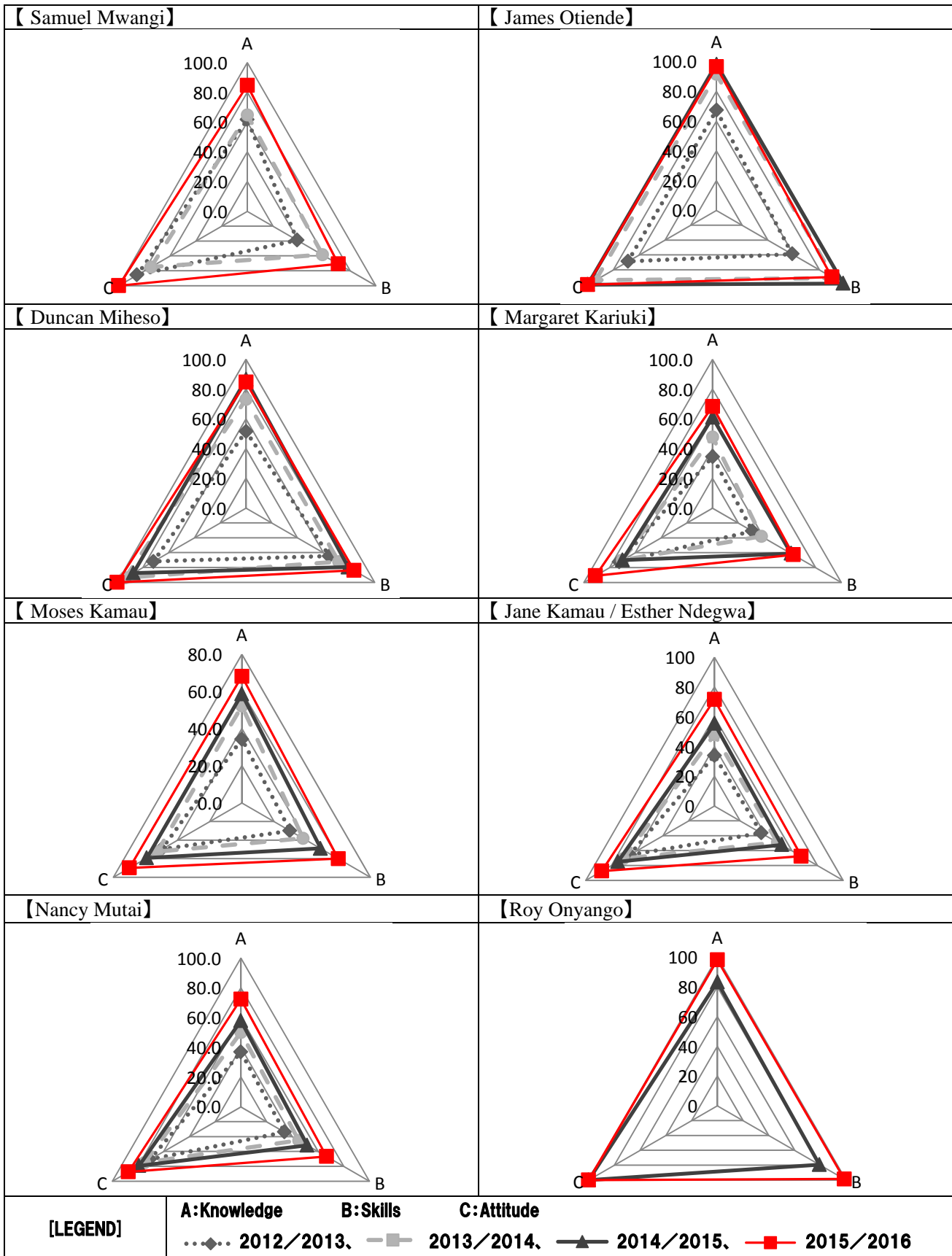


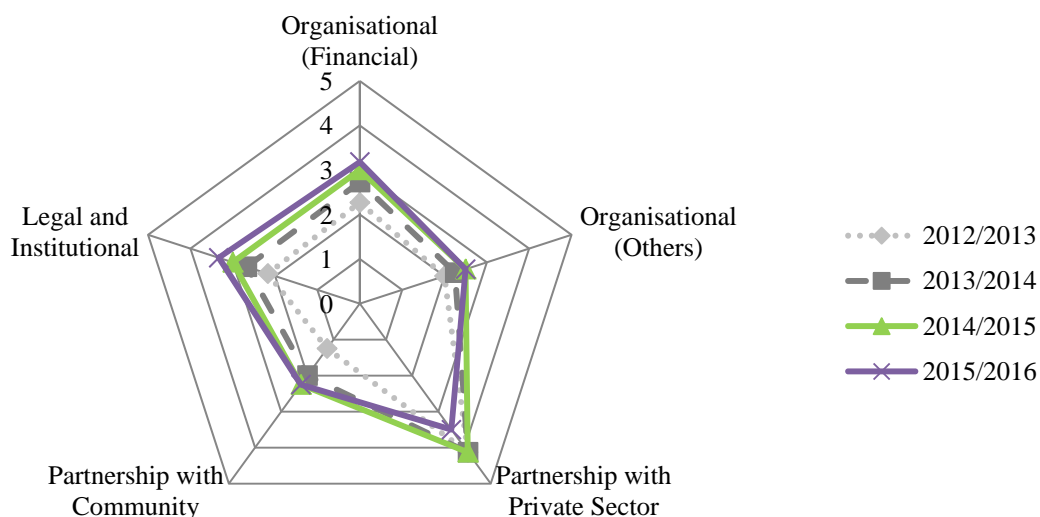
Figure 2-5 Cobweb Chart of Capacity Assessment (Persons)



**Table 2-7** shows the result of capacity assessment in the fourth project year (Term 4). **Table 2-6** and **Figure 2-6** show the changes of average scores of evaluation from the first project year. Though the average score of the category of “Partnership with Private Sector” did not change from the first to the third term, the score of this category in the last term recorded lower figures compared the previous one because the franchise pilot project is not going well. On the other hand, the average scores of all the rest of categories increased, indicating that organisational capacity has developed steadily.

**Table 2-6 Change of the Result of Baseline Survey (Organisation)**

Category	2012/2013	2013/2014	2014/2015	2015/2016	Change
Organisational (Financial)	2.27	2.73	3.00	3.18	0.91
Organisational (Others)	2.00	2.25	2.50	2.50	0.50
Partnership with Private Sector	4.13	4.13	4.13	3.50	-0.63
Partnership with Community	1.25	2.00	2.25	2.25	1.00
Legal and Institutional	2.17	2.67	3.00	3.33	1.17



**Figure 2-6 Cobweb Chart of Capacity Assessment (Organisation)**

**Table 2-7 Result of Capacity Assessment (Organisation) (Fourth Project Year: Term 4)**

Area	Evaluation Items	5 Grade Score					Summary of Evaluation
		Low 1	2	3	4	High 5	
<p>Organisational Capacity of the DoE*</p> <p>*Items of "Financial Affairs" and "Financing Capacity for Facilities and Equipment" are related to the Department of Treasurers in addition to the DoE.</p>	<ul style="list-style-type: none"> <li>Organisational Structure (Organisation Chart, Decision-making Mechanism, Coordination Capacity, Number and Category of Staff, Personnel Management)</li> </ul>			●			<ul style="list-style-type: none"> <li><b><u>Over staffing and overlapping under vertical structure associated with duplicated responsibilities of staff</u></b> In the same manner as NCC's overall organisational problem, there is a considerable overlapping of responsibilities to make daily operations and performances inefficient. These organisational problems make the personnel management ineffective and the decision-making extremely slow. However, the assignment of 5 staff who will exclusively work in the preparatory unit for the SWM public corporation from the financial year 2015/2016 made it possible to improve the efficiency for the solid waste management services.</li> <li><b><u>Poor intra-departmental and inter-departmental coordination and communication</u></b> Although there are departmental performance contracts, there are no clear-cut individual mandates or job descriptions. However, through the establishment of the preparatory unit for the SWM public corporation, the mandates and job descriptions for the counterparts will be more clearly defined.</li> <li><b><u>Unclear Individual Mandates and Job Descriptions</u></b> Although there are departmental performance contracts, there are no clear-cut individual mandates or job descriptions. Tasks are set but there are no formal procedures to monitor individual performance. Mandates and responsibilities are not clearly assigned, thereby making the organisation more inefficient. However, through the establishment of the preparatory unit for the solid waste management public corporation, the mandates and job descriptions for the counterparts will be more clearly defined.</li> </ul>

Area	Evaluation Items	5 Grade Score					Summary of Evaluation
		Low	2	3	4	High	
Organisational Capacity of the DoE	<ul style="list-style-type: none"> <li>Financial Affairs (Level of Financial Management, Cost Structure, Revenue Structure, etc.)*</li> </ul>			●			<ul style="list-style-type: none"> <li>The special bank account for the solid waste management was officially opened in January 2014, thereby making it possible to transparently manage the revenue and the expenditure for the solid waste management. Nevertheless, due to the lack of cash flow, the improvement of the financial situation for the SWM special account has been delayed.</li> </ul>
	<ul style="list-style-type: none"> <li>Financing Capacity for Facilities and Equipment *</li> </ul>						<ul style="list-style-type: none"> <li>Although the budget for the preparatory unit for the SWM public corporation was secured in the budget of the financial year 2015/2016, the implementation of the said budget has been delayed due to the lack of cash flow.</li> <li>The main reason why the budget for the solid waste management is not being timely executed is that the monthly incoming revenues do not cover the expenditures in association with the insufficient annual cash flow projection, thereby frequently causing the lack of cash flow.</li> </ul>
Organisational Capacity of the DoE							<ul style="list-style-type: none"> <li>Due to the fact that the complicated procurement procedures of NCC have not yet been solved, it takes longer time to repair the grounded vehicles. Therefore, the insufficient and complicated procedures for procuring spare parts are critical institutional barriers for sustainable provision of solid waste management services. Through the proposed simplification of the complicated procurement procedures, it can be expected that the procurement of facilities and equipment will be more speeded up.</li> </ul>
							<ul style="list-style-type: none"> <li>The commencement of the franchise pilot project makes it possible to efficiently utilise facilities and equipment of the awarded franchisee.</li> </ul>

Area	Evaluation Items	5 Grade Score					Summary of Evaluation
		Low	1	2	3	4	
Organisational Capacity of the DoE	<ul style="list-style-type: none"> <li>● Appropriateness on Current Tariff System and Fee Collection System</li> </ul>		●				<ul style="list-style-type: none"> <li>● Targeted average collection fee from a plot is 200KSh. The current collection fee from a plot is 62KSh. →31%</li> <li>● Total annual tipping fee that supposed to collect at the Dandora dump site is 94.9 million KSh (2,600t/day×365day×100KSh). Actual tipping fee is 31.8 million KSh. (31.8/94.9= 34%)</li> <li>● The reason why the total amount of actual tipping fee is much lower than the expected amount is that most PSPs do not want to carry the waste into Dandora but the other sites illegally due to the terrible conditions of the access road. Because of the same reason, the figures in the fourth year are lower than that of the third.</li> <li>● 4th year is (31%+ 34%)/2= 32%. (3rd year: 51%)</li> </ul>
	<ul style="list-style-type: none"> <li>● Physical Assets (Landfill Sites, Equipment, Materials, etc.)</li> </ul>			●			<ul style="list-style-type: none"> <li>● 31 trucks which are purchased by the NCC in 2014 are in operation. →100%</li> <li>● Currently, NCC handles 650t/day of waste at the Dandora dumpsite with 7 heavy machines. NCC needs another 8 bulldozers to handle total 2,600t/day of waste which is actually generated per day. →88%</li> <li>● There are on average 6 trucks without fuel during a period of 6 operation days. (1-6 truck/6days)%=0%</li> <li>● 90 days will be required for the procurement of maintenance parts. The ideal period is 7 days. →8%</li> <li>● 4th year is (100%+88%+0%+8%)/4=49%. (same as the 3rd year)</li> </ul>
	<ul style="list-style-type: none"> <li>● Intellectual Assets (Maintenance and Management Manuals, Database, etc.)</li> </ul>					●	<ul style="list-style-type: none"> <li>● Maintenance operation is managed by paper documents. →100%</li> <li>● Data such as weighing amount at Dandora dump site, accounting, truck maintenance, truck operation and labour attendance are managed. Data such as loading efficiency, operation rate of truck and PSP operation status are not properly managed. →50%</li> <li>● The guide book for waste collection and transportation was established. →100%</li> <li>● 4th year is (100%+50%+100%)/3=83% (3rd year: 50%)</li> </ul>
	<ul style="list-style-type: none"> <li>● Level of Computerised Management</li> </ul>			●			<ul style="list-style-type: none"> <li>● Weighing data and accounting data are managed by computer as digital data. →100%</li> <li>● Truck operation data and labour attendance data are not computerised. →0%</li> <li>● 4th year is (100%+100%)/2=50% and it is same as 3rd year.</li> </ul>

Area	Evaluation Items	5 Grade Score					Summary of Evaluation
		Low 1	2	3	4	High 5	
Organisational Capacity of the DoE	<ul style="list-style-type: none"> <li>Level of Information Sharing and Cooperation among Organisations</li> </ul>					●	<ul style="list-style-type: none"> <li>Communication occurs through phone and meetings. →100%</li> <li>To improve awareness of the c/p of the project, coordination of the business began to take enough→90%</li> <li>The cooperation with other departments is improvement. →70%</li> <li>4th year is <math>(100\%+90\%+70\%)/3=87\%</math> (3rd year: 63%)</li> </ul>
	<ul style="list-style-type: none"> <li>Level of Labour Management for Workers</li> </ul>				●		<ul style="list-style-type: none"> <li>Labour attendance is managed. →75%</li> <li>Work status is not properly managed. →50%</li> <li>4th year is <math>(75\%+50\%)/2=62.5\%</math> and it has not changed since 2nd year.</li> </ul>
	<ul style="list-style-type: none"> <li>Level of Management, Disposal Capacities and Methods etc. of Transported Solid Wastes</li> </ul>			●			<ul style="list-style-type: none"> <li>The first guide book for waste collection was established. →50%</li> <li>Regarding construction of access road and drainage ditch. →75%</li> <li>Regarding physical wall around dumping site. →75%</li> <li>Disposal capacity is increased. →25%</li> <li>Regarding method, planning of sanitary landfill. →50%</li> <li>4th year is <math>(50\%+75\%+75\%+25\%+50\%)/5=55\%</math> (3rd year: 40%)</li> </ul>
Other Organisational Issues of DoE	<ul style="list-style-type: none"> <li>Current Status on Improvement of Collection Efficiency of Solid Wastes</li> </ul>			●			<ul style="list-style-type: none"> <li>Operation rate in the day time is 40%. (from the data between 2014 Nov. to 2015 Oct.) Due to procurement of new vehicles, the rate was increased from 22% in the third year.</li> <li>Loading efficiency in the day time is 51%. Although that of the third year was relatively high at 92%, it was resulted from overloading because of the small number of operating vehicles in the year.</li> <li>4th year is <math>(40\%+51\%)/2=46\%</math> (3rd year: 57%)</li> </ul>
	<ul style="list-style-type: none"> <li>Level of Know-how of Solid Waste Management System</li> </ul>			●			<ul style="list-style-type: none"> <li>Through the on-the-job training of the technical cooperation project during the last 4 years, the practical know-how on the solid waste management has been significantly improved.</li> </ul>
	<ul style="list-style-type: none"> <li>Arrangement of Statistics on Solid Waste Management</li> </ul>		●				<ul style="list-style-type: none"> <li>The statistics on solid wastes are not well utilised except for the daily data on the disposed volume of wastes at Dandora dumping site. It is expected that thanks to the establishment of the preparatory unit for the SWM public corporation after the financial year 2015/2016, the arrangement of statistics for the solid waste management will be improved.</li> </ul>
	<ul style="list-style-type: none"> <li>Arrangement of Manuals for Operational Efficiency</li> </ul>			●			<ul style="list-style-type: none"> <li>The manual for the operation of waste collection and transporting of wastes was drafted by JET and finalised through discussion with C/P. The manual will be utilised for NCC.</li> </ul>

Area	Evaluation Items	5 Grade Score					Summary of Evaluation	
		Low	1	2	3	4		High
Organisational Capacity of the DoE	<ul style="list-style-type: none"> <li>Level of Document Filing System</li> <li>Current Function of PPP (Public-Private Partnership)</li> <li>Efficiency of Licensing Procedures for Private Companies</li> <li>Efficiency of Contract Procedures for Private Companies</li> <li>Appropriateness of Methodologies for Estimating Costs for Contracting-out</li> <li>Openness of Tender System to the Private Sector</li> <li>Appropriateness of Management Indicators for Contracting-out</li> <li>Supervising and Monitoring Measures on Contracting-out</li> </ul>			●				<ul style="list-style-type: none"> <li>Although there is still no systematic document filing system, the filing system will be arranged in the preparatory unit of the SWM public corporation.</li> <li>The rate of contractor waste collection →66%</li> <li>Final disposal operation is done by NCC. →0%</li> <li>Maintenance operation is done by NCC. →0%</li> <li>Road sweeping operation at CBD is done by NCC. →30%</li> <li>4th year is (66%+0%+0%+30%)/4=23% (3rd year: 16%)</li> <li>Operation of issuing authority letter is 100%.</li> <li>Monitoring operation after issuing authority letter is 30%. 4th year is (100%+50%)/2=65%. (3rd year: 50%)</li> <li>Efficiency of contract procedure is 70%. (same as the 3rd year)</li> <li>The collection of the weighing data of Dandora dump site and heavy machinery fees are appropriate. →100%</li> <li>PSP measures have not been well incorporated into the competitive bidding specifications. Also the start of the PP took more than time that has been assumed in the bidding result examination was delayed. →30%</li> <li>After the implementation of new franchise system for private consignment in PP, the franchise system was further introduced in three more zones based on the experience of PP. →80%</li> <li>Monitoring of violation of operations by PSPs in PP zone was started effectively in the beginning but the progress of monitoring is insufficient at present due to the court case. →20%</li> <li>The collection vehicles of the contractor are properly monitored and supervised by the supervisor of the NCC sub-county. →80%</li> <li>4th year is (20% + 80%) / 2 = 50%. (3rd year: 100%)</li> <li>The reason why the 4<sup>th</sup> year's evaluation becomes worse than that of the 3<sup>rd</sup> year is that the monitoring in the 4<sup>th</sup> year is insufficient compared to the 3<sup>rd</sup> year.</li> </ul>
				●				
						●		
						●		
							●	
								●

Area	Evaluation Items	5 Grade Score					Summary of Evaluation
		Low	1	2	3	4	
Organisational Capacity of the DoE Partnership with Private Sector	<ul style="list-style-type: none"> <li>Legal Regulatory Measures on Illegal and Open Dumping</li> </ul>					●	<ul style="list-style-type: none"> <li>Although a large amount of illegal dumping has been reduced due to application of legal regulatory measures (City By-Law: General Nuisance &amp; SWM), there is further effort to continue to prevent illegal dumping in the future. ➔70%</li> </ul>
	<ul style="list-style-type: none"> <li>Activities for Awareness Raising of the public on Solid Waste Management Issues</li> </ul>				●		<ul style="list-style-type: none"> <li>During the status-quo that is ordered not to enforce the present PSPs' operations by the court as a result of WEMAK lawsuit, meetings with WEMAK and large commercial entities such as apartments, hotels and offices have been held to make the concept of franchise system understood them.</li> <li>Management of PR materials</li> <li>Besides brochures, T-shirts and caps to be used during the clean-up campaign were produced. Few samples are saved.</li> <li>Number of PR campaigns</li> <li>Public awareness raising campaigns were held 39 times in total.</li> <li>Number of Clean-up activities</li> <li>Clean-up activities were held 80 times at sub-counties, 6 monthly clean-ups, and 3 clean-ups in PP area.</li> </ul>
	<ul style="list-style-type: none"> <li>Current State of Partnership with NGOs/CBOs</li> </ul>		●				<ul style="list-style-type: none"> <li>CBO list management</li> <li>The list of CBO is updated as ad hoc bases, and not in periodical manner.</li> </ul>
	<ul style="list-style-type: none"> <li>Assistance to NGOs/CBOs to Promote Waste Sorting and 3R</li> </ul>		●				<ul style="list-style-type: none"> <li>List Management of recycling companies by type of recyclable</li> <li>The list of recycling companies by types have been updated.</li> <li>Number of agreement between recycling companies and NGOs/CBOs facilitated by NCC</li> <li>Two deals have been concluded.</li> </ul>
	<ul style="list-style-type: none"> <li>Management of Claims from the public on SWM</li> </ul>		●				<ul style="list-style-type: none"> <li>Claim management from the public</li> <li>No clear record has been made.</li> </ul>

Area	Evaluation Items	5 Grade Score					Summary of Evaluation
		Low	1	2	3	4	
Legal and Other Institutional Issues of the DoE	<ul style="list-style-type: none"> <li>Level of Current Legal and Institutional Status (Law, By-law, Regulation and Standard on Solid Waste Management)</li> </ul>				●		<ul style="list-style-type: none"> <li>Since the basic law on the solid waste management had not existed, the Solid Waste Management Act was officially legislated in November 2015 based on the recognition that it is necessary to arrange the legal and institutional framework for the comprehensive solid waste management services including collection and transport services such as the franchise system. Although the current franchise project is a pilot project, the legislated Solid Waste Management Act will be the basic legal framework to support the franchise system in case of the implementation of the city-wide system.</li> </ul>
	<ul style="list-style-type: none"> <li>Culture and value concerning SWM (customs, tribes, social strata)</li> </ul>			●			<ul style="list-style-type: none"> <li>The culture and value are being enhanced through the implementation of the community-based pilot project of the technical cooperation project.</li> </ul>
	<ul style="list-style-type: none"> <li>Appropriateness of Definition on Solid Wastes</li> </ul>				●		<ul style="list-style-type: none"> <li>In the framework of the enacted Solid Waste Management Law, the definition of solid wastes was clarified.</li> </ul>
	<ul style="list-style-type: none"> <li>Degree of Clarification of Administrative Responsibilities</li> </ul>				●		<ul style="list-style-type: none"> <li>Although, in the framework of the Solid Waste Management Law, the administrative responsibilities for the solid waste management were clarified, the operational aspect of the solid waste management service will be defined by the NCC regulation in response to the Solid Waste Management Law.</li> </ul>
	<ul style="list-style-type: none"> <li>Categorisation and Coding of Solid Wastes</li> </ul>			●			<ul style="list-style-type: none"> <li>Through the NCC regulation in response to the Solid Waste Management Law, the categorisation and the coding system will be accordingly arranged.</li> </ul>
	<ul style="list-style-type: none"> <li>Formulation of Database on Solid Wastes</li> </ul>		●				<ul style="list-style-type: none"> <li>The database on solid wastes is not effectively utilised except for the daily data on the disposed volume of wastes at Dandora dumping site. However, the database will be improved through the activities of the preparatory unit for the SWM public corporation.</li> </ul>

Note: Grade 1 (Achievement Level: 0%-20%), Grade 2 (Achievement Level: 20%-40%), Grade 3 (Achievement Level: 40%-60%), Grade 4 (Achievement Level: 60%-80%), Grade 5 (Achievement Level: 80%-100%)



**[D04] Public Awareness Raising [Term 4]**

Following the third year activities, public awareness raising activities were carried out.

In order to publicise the franchise system, it had planned to set up an information desk at religious institutions or commercial establishments. Leaflets were also produced to distribute in such public awareness raising activities.

Based on the experiences gained before, two approaches were considered, i.e. 1) NCC staff visits target institutions/establishments individually and give out messages, and 2) message send out to all residents in Nairobi through mass medias.

As for the first approach, various targets, including volume waste dischargers, governmental institutions, local administrators, and other organisations were listed. Levels of NCC staff who visit the institutions/establishments were to be matched with the recipient(s). For example, executive officer(s) of NCC were to make the visits if he/she was supposed to meet cooperate executives. Unfortunately, however, scheduling was not successful, and therefore, only a handful of volume waste dischargers were visited. Continuous efforts were possible for churches only, same as before. Nonetheless, this church visits become more successful than before since there were not only leaflet to distribute, but also was a video clip to show the message visually.



**Figure 2-7 Leaflet Distributed at Churches and a 3-min. Promotional Video Clip**

In addition, various advertising channels like newspapers, radio program, and television commercials were considered as a way to reach Nairobi citizen as a whole. Due to the budget constraints, newspaper advertisement and radio program were to be handled by NCC while TV commercials were to be handled by JET. In order to maximise the effectiveness of the campaign, those ads were planned to be published / broadcasted simultaneously. Unfortunately, NCC was not able to execute the budget and therefore, only TV commercials shown below were broadcasted for a period of two weeks. Incidentally, TV commercials can only be broadcasted nationwide, while newspaper advertisement or radio program could be used in more geographically specific area, like within Nairobi County or even in smaller locality.

**Table 2-8 Summary of the Aired TV Commercials**

Station	Citizen TV		
Coverage	Nationwide	Estimated viewers (Nairobi)	Approx. 1 million
Contents:	Appropriate solid waste management Introducing new waste management system (franchise system)		
Dates/ duration	From 26th October 2 weeks to 8th November		
Frequency	3 min. versions	2 times (1 type)	
	30 sec. version	19 times (1 types)	
	15 sec. version	48 times (3 types)	



15 seconds version (3 types)



3 minutes version

**Figure 2-8** Snapshots of TV Commercials**[D05] Technical Assistance for Management of Dandora Dumpsite [Term 4]**

In the last 12 months, the situation related to Dandora Dumpsite was changed as explained below.

## (1) Low Security at Route 41, Dandora

At the eastern edge of Dandora Dumpsite, Route 41 is located. In the last couple of years, the eastern entrance of the dumpsite was used by handcart waste collectors and trucks operated by NCC. The NCC trucks had mainly organic waste to be transferred in the dumpsite. However, illegal waste dumping adjacent to the dumpsite entrance has increased since 2014. In this regard, the illegally dumped waste was cleared up once by heavy equipment works. Nevertheless, whenever the vehicle passage got worse by rainfall, illegal dumping occurred again near the entrance, thus accumulation of the waste cannot be cleaned up due to increase of the illegal dumping. Moreover in this district security has got worse, and it could not be controlled incoming waste. Both the breakable access roads by rainfall and the poor security caused the illegal dumping.

## (2) Press Reports on the Situation in Dandora Dumpsite

Kenyan leading press companies such as Daily Nation, during the end of 2015 and the beginning of 2016, reported the serious situation in Dandora Dumpsite as described below. Although people know well that Dandora Dumpsite is the only dumpsite in Nairobi, the dumpsite has little space for dumping and the environmental impact to the surroundings might often be fearful, and the series of the reports were serious.

- Recently, Dandora Dumpsite is no longer accessible.
- “When a vehicle comes for waste dumping, the vehicle would be in the garage.” This business would not be sustainable.
- Transport chief officer told that the budget for improvement of John Osogo Road has been allocated at 180 million KSh.
- NCC will embark a five-year prolonging plan for Dandora Dumpsite. NYS (National Youth Service) and the army get together to implement the plan. Besides, NCC will affiliate with a German company EMC Solutions with 28 billion KSh for power generation plan.
- KCAA (Kenya Civil Aviation Authority) opposes itself to construction of a new landfill at Ruai due to hindrance by bird strikes.

Under the situation above, NCC asked NYS’s cooperation to enhance the improvement of Dandora Dumpsite urgently, and then “ACTION PLAN FOR IMPROVEMENT OF DANDORA DUMPSITE” was formulated. The plan will be implemented from February to April of 2016. The outline of this action plan is shown below.

- Improvement of access roads (Apr.)

- Reorganisation of disposal patterns (Feb. – Apr.)
- Increased funding towards maintenance of Dandora dumpsite (Feb. – Apr.)
- Optimisation of internal capacity (Feb. – Apr.)
- Optimisation of external capacities (Feb. – Apr.)
- Review of dumpsite management structure & systems (Feb. – Apr.)
- Improvement of security & enforcement arrangements (Feb. – Apr.)

As of February 2016, for improvement of access roads to the dumping area, it could be completed in a couple of weeks except procurement and installation of hard core levelling and culverts for storm drainage. However, the hard core procurement process is delayed by the City Engineers Department despite of repeating requests from DoE. As for the improvement of John Osogo Road as a main road, since NCC chose a competitive tender, the improvement work will be on a general procurement process to complete the construction until October 2016. Finally, the main road will be rehabilitated to have a general function as well as a general road. The road has been exclusively used for waste vehicles for a long time. However, with this rehabilitation work, ordinary passage for general vehicles will be available by relocating waste related facilities such as a weighbridge on the road. Recently, the incoming waste is not only received from the west entrance but also from the east entrance of the dumpsite. Therefore the reception system is functional by setting a temporary dumping area along John Osogo Road. NYS, on the contrary, is in charge of removal of the obstacle waste, and they almost accomplished the removal by using tippers. Thus, all the urgent improvement works will be accomplished in the Kenyan fiscal year 2016.

The action plan was formulated in the very short time in response to the Governor's instructions.

On the contrary, JICA Expert gave instructions on site and formulated as the guidelines for proper supervision of dumpsite operations. (see **Annex 4.5**)

In order to practically solve the issues identified in the study of the existing dumpsite in the previous year by NCC itself as planned, the following activities were implemented.

### **[D05-1] Implementation of Improvement Works Based on the Review of Operation and Maintenance for the Existing Dumpsite**

#### **(1) Improvement of the Access Road to Waste Dumping Area**

The procurement of hard cores was sufficiently made for the improvement of the access road in the second week of September 2015, and the road was improved. The improvement is really effective for enhancing the access to waste dumping area. Although the improved access road is still minimal, it will be further enhanced with additional procurement of hard cores of 2,500 tons out if the total amount of 4,000 tons requested by the City Engineers Department to DOE. The rest of the amount 2,500 tons was supposed to come to the site within the fiscal year 2015. Although a half of the amount of 2,500 tons has already arrived, the total amount will arrive in March 2016. As of February 2016, new arrival of the hard core was not recognised.

According to the calculation by JET, 3,000 tons of the hard core (specific gravity of the hard core: 1.7, thickness of a compaction layer: 60 cm, road width: 5 m, road length: 600 m) shall be used for the improvement just on the access roads to the dumping area, and another batch of the hard core would be necessary for improvement of John Osogo Road. In the meantime, since the improvement works on John Osogo Road will be out of the urgent improvement scope (on-going competitive tender process), the present request for the hard core could be enough for the rest of the improvement.

In addition, culvert structure materials or Hume concrete pipes were also scheduled to be provided for improvement of the storm water drainage system (open channel with approx. 80 cm to 1 m in depth and width); but they were not yet given with the expected quantity as of February 2016.

On the other hand, the access road improvement of John Osogo Road were also planned from the western edge to Access-3; but, it was not yet achieved due to the delay in preparing the detailed schedule of civil and construction work.

Considering the efficiency of improvement works at the dumpsite, installation of storm water drainage should be given priority to prevent the access road from being damaged by spillover of leachate and flood at the dumpsite.

Even though the materials for improvement works are provided, limited knowledge and understanding of NCC on civil and construction works may hinder efficient use of the materials. In this regard, since the repeating assistance for progress control based on the calculated quantities was done in the last two terms, the guidelines were prepared for dumpsite maintenance and operation so that NCC could properly handle the required civil and construction works.

(2) Improvement of Dandora Dumpsite

The improvement works for Dandora Dumpsite that was implemented since the 3<sup>rd</sup> year of the project (Term 3) showed the progress as described below.

1) Urgent Improvement of Dandora Dumpsite under the Cooperation of NYS and NCC

In response to the reports by the press in the end of 2015, the urgent improvement plan for Dandora Dumpsite was formulated and implemented in accordance with the instruction by the Governor. The actions identified in this plan are mainly as follows.

- Clearing, expanding and improvement of John Osogo Road
- Opening new landfill cells (Cell2 and Cell4) for dumping the waste
- Removal of illegally dumped waste at route 41
- Removal of waste from the adjacent area of Dandora Dumpsite

All of the above actions were almost completed. It is now important for NCC to keep the improved conditions of the dumpsite.

2) Increase of the Dumpsite Staff Members/Workers

In the beginning of starting technical assistance to dumpsite operations under the Project, there were 13 staff members working at the dumpsite. Now, the number was increased to 18 with clear definitions of their works, schedules and responsibilities (see **Photo 2-7**).

STAFF	ON DUTY	PHONE	ASSIGNED DUTY
1	AKHARA MURUGA	0722371624	CELL 1
2	ANANDA ENGLIN	0722371624	CELL 1
3	ANANDA MUKA	0722371624	CELL 1
4	KAMAU SIFAT	0722371624	CELL 1
5	MUSIMYA SAMIRAKI	0722371624	CELL 1
6	A. MBUGUA	0722371624	CELL 1
7	NJORGE JOHN	0722371624	CELL 1
8	JOHN GEMRAGE	0722371624	CELL 1
9	OSAL. MURUGA	0722371624	CELL 1
10	KIBUTHU DAVID	0722371624	CELL 1
11	MIMBI JOHN	0722371624	CELL 1
12	MWNYI SILAS	0722371624	CELL 1
13	MBAUGA ELIZABETH	0722371624	CELL 1
14	DAMES ONYINYI	0722371624	CELL 1
15	WILLIS MUGABHI	0722371624	CELL 1
16	OSAL. MURUGA	0722371624	CELL 1
17	OSAL. MURUGA	0722371624	CELL 1
18	OSAL. MURUGA	0722371624	CELL 1

**Photo 2-7 Attendance Table in the Dumpsite**

On the contrary, as management staffs, there are the only Dumpsite Manager and Deputy Dumpsite Manager. However they cannot be replaced in a shiftwork due to lack of substitutes.

3) Saving the Stoppage Time of Waste Haulage Trucks at the Dumping Area

In Dandora Dumpsite, some of the PSP trucks stayed at the dumping area for more than 1 hour. The reason for this long time is that these trucks often collect valuables from the waste after their dumping in order to transfer them to the valuable station next to the dumpsite. It is estimated that they take about 1 hour for unloading the waste while taking half an hour for picking up and loading the valuables. This unique practice of waste haulage trucks at the waste dumping area, however, cause heavy traffic congestion on the access road and a long cue of trucks in front of the dumping area. The Action Plan by NCC/NYS identified this issue

to be urgently solved. Thus an effective improvement like introduction of dedicated trucks for valuable transfer in common is expected.

#### 4) Improvement in Fire Prevention and Extinction

In Dandora Dumpsite, incidental fire often occurs at the dumpsite mainly due to ignition of landfill gas (methane) arising from decomposition of organic waste under anaerobic condition. Such fire is more frequent in dry season ranging from July to September. Extinction of such fire is currently carried out by using the remaining water (e.g. rainwater in the drainage) in the dumpsite and or compaction of the areas on fire (see **Photo 2-8.**). Although there was the only chance to stop the fire with a fire-fighter last year, there is neither fire-fighter preparation in the dumpsite nor water pumps for fire-fighting at present. Once the access road is improved, however, the other measures such as the use of fire engines, road sprinklers, and drain pumps may also be applied as alternatives.

On the other hand, although there are no procurements for the required equipment and materials, it is necessary to consider installation of landfill gas ventilation system and installation of stockyards for cover soil on the landfill to prevent the incidental fire at the dumpsite.



**Photo 2-8 Fire-Fighting Works**

#### 5) Monthly Monitoring

In the terminal evaluation of the project conducted by JICA, it was decided that progress of the project activities would be monitored monthly. The monitoring of the project activities on final disposal improvement focused on the items below.

- Preparation of Fukuoka method introduction (Pilot operations)
- Preparation of the Proposal for Dandora Dumpsite improvement
- Formulation of the final disposal manuals

The 2<sup>nd</sup> and the 3<sup>rd</sup> items above are expected to be implemented as a counter proposal to the proposal from JET. Since the project covers formulation of 4 kinds of guidelines, NCC will finalise the guidelines so as to make them more practical in the dumpsite.

#### 6) Completion of the Improvement Works of Dandora Dumpsite under the Project

It is noted that the Dandora Dumpsite had been significantly improved.

Improvement works of Dandora Dumpsite is, although some of them are on-going, about to be

completed as shown below.

- Concrete perimeter fencing on the border between the dumpsite and surrounding private plots.
- Rehabilitation of access road to dumping area through placing of hard cores
- Introduction of one way passage by trucks within the site
- Installation of floodlights (installation is fixed)
- New weighbridges installation (installation is fixed)
- New heavy equipment purchase (KOMATSU D85EX)
- Increase of staff members for dumpsite operations
- Implementation of dumpsite operations based on the detailed planning of operation works under the initiative NCC itself
- Control and management of dumpsite operations based on daily recording of works.

To keep the improved operations at the dumpsite, the following issues needs to be solved.

- Simplification of procurement process by DoE  
In case that DoE procures materials and machinery for Dandora Dumpsite, it arranges the procurement via City Engineer Department and Department of County Treasury. This process is often too complicated to response to the emergency situation at the dumpsite. The budget for ordinary dumpsite operations needs to be secured and smoothly allocated under the management of DOE.
- Proper budget distribution and securing of budget allocation  
Although there is a chronic shortage of the County's total budget, progress control of solid waste management is not sufficient because the budget request and security are not based on the planned quantity and planned workforce. Confirming the increasing quantity of waste and the expanding collection area in a quantitative way, it is necessary to consider the arrangement of the personnel distribution, the material, the machinery and the facility based on the plan with confirmed quantity.

Technical issues in the dumpsite operations are considered and addressed in the guidelines.

### **【D05-2】 Formulation of Guidelines for Operation and Maintenance of the Existing Dumpsite**

Guidelines for the operation and maintenance of the existing dumpsite were formulated for the purpose of acceptance of incoming waste properly without traffic, and they also cover preservation of the environment enough to maintain the ordinary state.

Besides, they covers some proposals how to review these guidelines themselves to have experiences of their capacity development. (see **Annex 4.4 to 4.7.**)

In order to formulate the guidelines, it was necessary to cooperate with other related departments apart from DoE. Therefore through the activities for getting the cooperation with the other departments in terms of the formulation and for self-arrangement of C/Ps on the cooperation, C/P has developed their capacity.

- Annex 4.4: Dandora Dumpsite Landfilling Work Plan
- Annex 4.5: Guideline for Dandora Dumpsite Operation
- Annex 4.6: Guideline for Dandora Dumpsite Maintenance
- Annex 4.7: Guideline for Dandora Dumpsite Heavy Equipment

#### (1) Outline of Each Guideline

In the guidelines, some points were considered shown in the table below in order to manage all the items related to the dumpsite operations and maintenance as planned.

**Table 2-9 Outline of the Guidelines**

Guideline	Description	Remarks
i) Landfilling Work Plan for Dandora Dumpsite in Nairobi City County	This work plan is a plan to dispose of incoming waste in Dandora Dumpsite for the usage in future. Also this plan is to control the shape of the site over time and hence also covers improvements which have never previously been accomplished to carry out the operation as planned. Total of 5 phases are defined to use each dumping area continuously.	The first phase aims the minimum process for proper disposal under the consideration of the current disposal practice without appropriateness. Timeline is shown for process management.
ii) Guideline for Dandora Dumpsite Operation in Nairobi City County	This guideline aims to improve the operation by confirming the basic points for a series of practices in Dandora Dumpsite, such as appropriate reception of incoming waste, appropriate off-loading of waste, levelling of waste dumped, etc.	For methods of levelling and compaction of waste, all the procedures are shown in figures. By making demonstrations for the procedures, NCC has practiced how to make it.
iii) Guideline for Dandora Dumpsite Maintenance in Nairobi City County	The features of the basic structures, such as the main road, access roads, storm water drainage system and the dumping areas, are defined and how to maintain their facility is formulated.	It covers all the contents JET provide as technical assistance. It includes practical examples in each task.
iv) Guideline Dandora Dumpsite heavy Equipment in Nairobi City County	The guideline covers a scope from contract contents for heavy equipment works to maintenance of heavy equipment on site showing practical procedures, in order to facilitate economical and effective dumpsite operation.	This guideline covers the proposals on the issues on the current contracts with heavy equipment works (i.e. No substitute, No work until 10a.m., etc.). Target is to improve their poor maintenance and poor handling.

### **[D05-Supplement] Consideration of a New Landfill Site Construction**

Although it is outside the scope of the Project, construction of a new final disposal landfill is inevitable to ensure and sustain proper solid waste management for the future. Since it also draws much attention among the people in Nairobi, NCC cannot ignore it without providing any solution to this issue.

Taking the above situation into account, the Project suggested NCC to conduct a pilot/demonstration project at Dandora Dumpsite to make sure to the people that all the issues and concerns that are currently arising about new landfill will be properly handled by NCC. Considering that there is a great concern about the bird strikes within and around the new landfill due to the concentration of organic waste, the pilot/demonstration project was suggested to include the following project components.

- Segregation of organic waste for landfilled volume reduction or separate landfilling of organic waste
- Segregation of recyclable materials for recycling to reduce the quantity of landfilled waste.
- Structure design of sanitary landfill
- Sanitary landfill operations (Regular levelling, compaction, soil cover, and leachate treatment)
- Environment control measures

#### **(1) Consideration of a New Landfill Site**

Although the construction of a new landfill at Ruai is clearly mentioned in the revised M/P, it is still in the process of legal procedure for securing of the land and no policy decision has not been

made on its construction. It is mainly due to raising of the concern about bird strikes by marabou storks indicated by KCAA with no reply from NCC on possible solutions to it.

Under the situation mentioned above, JET presented 2 options of new landfill namely Ruai, the current candidate location, and Kiambu County, which is located next to Nairobi County for examination by NCC.

As a result, it was found difficult to construct a new landfill in other counties; therefore, decided to consider the integrated treatment of solid waste between the existing Dandora Dumpsite and the planned new landfill at Ruai.

The outlines of 2 options discussed above are described below respectively.

Plan 1: Construction of a new sanitary landfill site in Ruai (as proposed in 2015)

- Pre-conditions: Implementation of the pilot project (P/P) of introducing Fukuoka Method to demonstrate that no bird strike will occur even with the presence of organic wastes if sanitary landfill operations are properly made with daily soil cover of waste.
- Construction of a sanitary landfill in accordance with the operations made in the pilot project. (F/S already been conducted.)

Partial closure of Dandora Dumpsite and installation of intermediate treatment facilities (sorting and recycling).

Management model: Plan1

State at Ruai since September, 2015

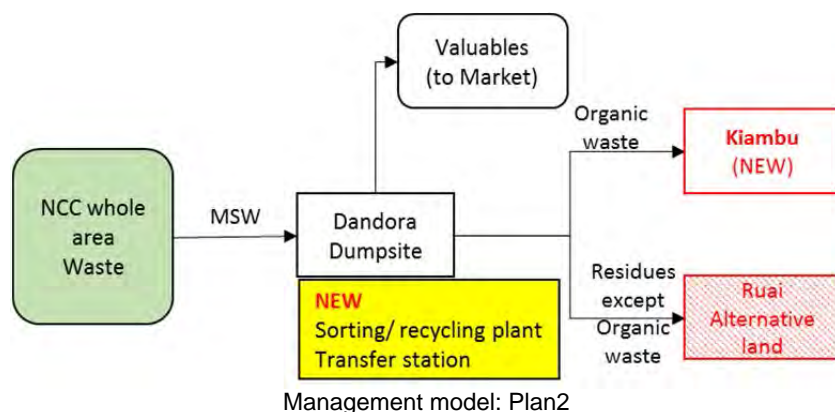
- 1) Illegal residents inside the property
- 2) NAA agrees to construct the dumping site if it does not accept organic wastes.
- 3) It is estimated to take a longer time than expected to build consensus among the peoples to be potentially affected by the new landfill if the project is in compliance with the JICA Guidelines for Environmental and Social Consideration.

Plan2: : Construction of a new sanitary landfill site in Thika (Kiambu County) and Ruai

- Since it is 50km far from Nairobi City Centre, construction of a transfer station is required for efficient transportation of solid waste. (Generally MSW transport over 20-30km distance requires a transfer station.)
- After the closure of Dandora Dumpsite, a transfer station and an intermediate treatment facility will be constructed whereby the waste will be sorted into recyclables and organic/inorganic residues. Only the inorganic residues will be transported to the planned new landfill in Ruai while the organic one will go to the new landfill in Thika.
- Necessary actions to be taken
  - i) Agreement with Kiambu County
  - ii) F/S on a new sanitary landfill in Thika
  - iii) F/S on partial closure of Dandora Dumpsite and construction of a transfer station and



- intermediate treatment facilities
- iv) Technical transfer of sanitary landfill operations in Fukuoka Method (Co-working with Kiambu County)
  - v) Construction of a full-scale sorting facility
  - vi) Construction of a waste transfer station
  - vii) Procurement of transfer trucks
  - viii) Construction of a new sanitary landfill site (Thika)
  - ix) Construction of a new sanitary landfill site (partial area of Ruai property) (Phase I)
  - x) Partial closure of Dandora Dumpsite and construction of an intermediate treatment plant



Legend   :Original site   : Alternative site   : Potential site (under registration)

Afterward, in the terminal evaluation for the project, the title of the original potential site (approx. 80 ha) has been transferred to the other entity. Then NCC proposed to prepare the land in the north side of a sewage treatment plant. NCC is applying to National Land Commission, which is a competent authority of land management, for the registration the land.

(2) Implementation of the Pilot Project on Small Scale Sanitary Landfill Operations at Dandora Dumpsite

In the final year of the Project, the pilot project on small scale landfill operations was conducted with the application of Fukuoka Method. The outline of the project is as described below.

(The outline of the small project)

- Area: 30ft x 60ft ≈ 160m<sup>2</sup>
- Target landfilled waste: Organic waste collected by NCC trucks
- Duration of construction: 5days in between September and October 2015
- Landfill structure: Semi-aerobic landfill structure (Fukuoka method)

- Landfilled waste amount: 320 m<sup>3</sup>
- Operation duration: March 2016 – August 2016 (6 months)
- Cost: 70,000KSh
- Expected achievements
  - (i) The concept of design and civil/construction works of semi-aerobic landfill is clearly understood by NCC.
  - (ii) Daily soil cover of waste is properly conducted based on complete understanding of its effect.
  - (iii) Leachate control works are understood and experienced by NCC.
  - (iv) Sanitary landfill operation in Fukuoka Method is experienced by NCC.

Currently as of March 2016, NCC is preparing for the pilot project, including procurement of waste collection/haulage vehicles and development of the access road for heavy equipment to build semi-aerobic structure of landfill under Fukuoka Method. As of February 2016, resettlement of illegal habitants in the experiment site is in process, and the experiment is supposed to start in March 2016 after the resettlement is completed.

### (3) Environment Control

In recent years, in the surroundings of Dandora Dumpsite, the people around the site complained in terms of their health such as respiratory difficulty, skin disorder, and abdominal problems. Another threat is that some experts were afraid of diseases such as chronic bronchitis, tuberculosis, allergic dermatitis, fungal infection and so on.

These threats can be avoided by proper final disposal, thus it is necessary to implement the improved landfilling in a proper manner.

In the last term of the project, cooperating with C/Ps, technical assistance has been conducted in order to grasp the issues in site, consider the practical solution for them and implement the solution schematically. The items instructed and the items with improvement have not only been accomplished partially but also unsecured to continue the practices due to the reasons unrelated to C/P's activities. Even though, basic practices for the improvement are supposed to have shared with each other.

#### **【D06】 Holding the Final Seminar [Term 4]**

The final seminar was held at Sarova Panafric Hotel on 1st of March, 2016. The agenda were achievements of the outputs and the way forward on each output, and the Kenyan counterparts presented these issues and answered questions and comments from the attendants.



**Photo 2-9 Final Seminar**

#### **【D07】 Preparation of the Project Completion Report [Term 4]**

Project Completion Report containing the progress of the Project in Term 4 and issues for the future program was prepared.

**Output 1: Activities for Increasing the NCC's Capacity of Collecting and Transporting Waste**

**[A08] Investigation and Analysis of Waste Collection and Transportation Situation by NCC  
[Term 1]**

**[A08-1] Nairobi City Census**

The population growth rate of Zone 7 which includes the areas of Kilimani, Kileleshwa and Kangemi was determined by considering data from the Kenya Census of 1999 and 2009 to arrive at an estimate for the year 2013. The results are shown in **Table 2-10** below.

**Table 2-10 Estimated Population of Zone 7 in 2013**

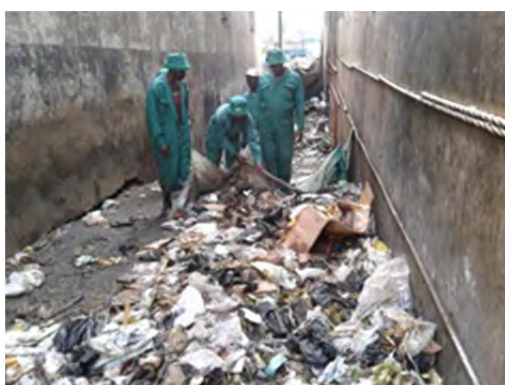
	1999	2009	Population growth rate	Estimate for 2013
Kilimani	41,597	43,122	0.4%	44,000
Kileleshwa	21,168	27,202	2.6%	31,000
Kangemi	59,288	80,699	3.1%	92,000
Total	122,053	151,023	-	167,000

**[A08-2] Collection and Transportation Situation of the Waste by the NCC**

NCC had placed a waste collection point in the CBD (Central Business District) shopping area. However, it is common for people to dump their waste at the collection points without paying the necessary fees in the night. People engaging in this illegal dumping activity are subject to stiff fines if caught (see details for example, the department in charge of enforcement of illegal dumping in page 61.), but the threat has not stopped the dumping.

NCC operates a waste collection and transportation in the public markets. But, there are some leftover waste materials from the dump truck due to inefficient hand-loading. This has badly damaged the public image of the food areas of the market.

**Photo 2-10** shows the method of collection at CBD shopping centre, and **Photo 2-11** shows the method of collection at the public market.



**Photo 2-10 Waste Collection at the CBD Shopping Centre**



**Photo 2-11 Collection at the Public Market**

**[A08-3] Operational Status of the Collection and Transportation Vehicle of the NCC**

NCC owns the following types of waste collection vehicles: four (4) numbers of 10-ton loading capacity dump trucks (Tippers); six (6) numbers of 7-ton loading capacity dump trucks (Side loaders); and two (2) numbers of seven-ton loading capacity skip loaders for a total of twelve (12) vehicles. At the time of the investigation carried out in April 13, 2012, four of those vehicles had broken down and were awaiting repair, and two were waiting to be refueled, putting half of the fleet out of operation.

**[A08-4] Development Status of the Collection Vehicle**

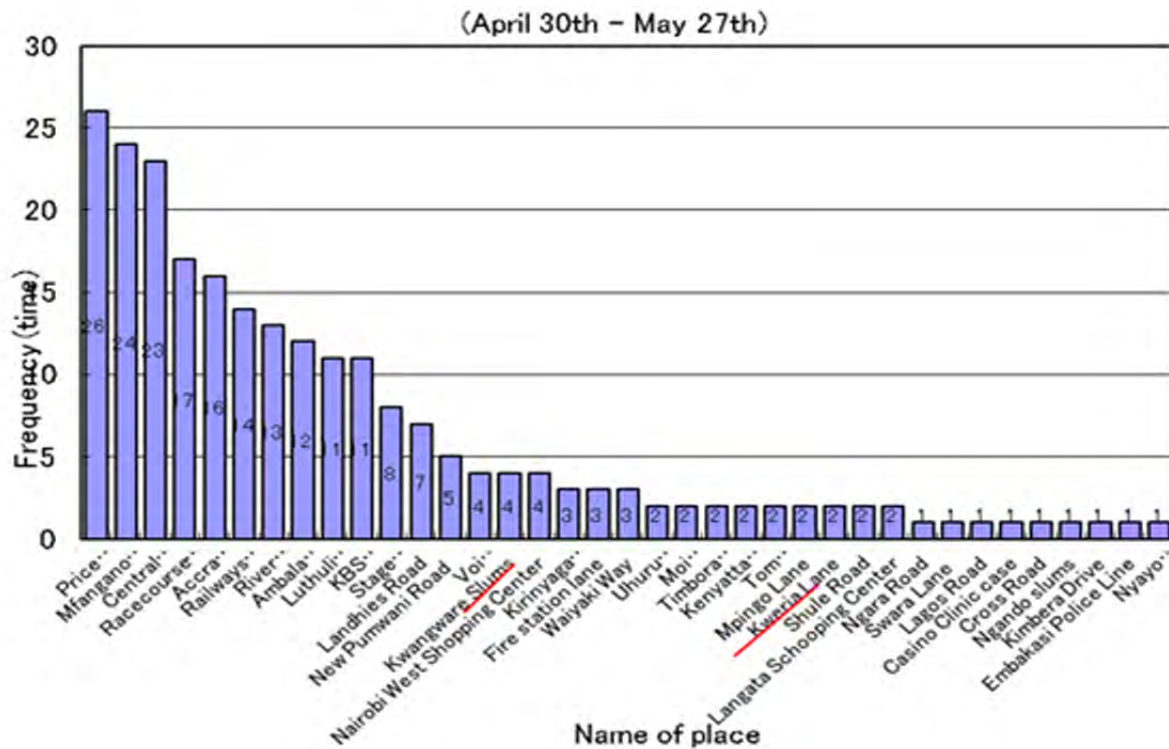
The Transport Depot carries out the maintenance of all waste collection vehicles owned by the NCC. Out of 70 staff members in total, about 30 of them are mechanics who carry out repairs. At the time of the investigation, there were 110 items investigated per month, and on average there are 13 repairs made per month. Most common repairs in order of frequency are made to 1) brakes, 2) coolant systems, 3) tires (punctures, etc.) and 4) clutch. The root cause of the maintenance issues is usually due to deterioration of the chassis caused by excess mud on the access road to the Dandora disposal site, or to bits of trash getting into the engine and causing damage to the cooling system. To some extent, parts and supplies (filters, brake shoes, bulbs, oil, etc.) are stored in warehouses, but there are also some cases where they are not usable in the long term. The first problem is that the span of time between request for supplies and their arrival can take months, and therefore repairs cannot be performed in a timely manner.

**[A08-5] Status of Work Start Time of Collection Workers**

There is a large variation in waste collection start and finish times. NCC’s waste collection operations are started from 7:00AM to 8:00AM, but operations have been known to be carried out sporadically until as late as 4:00PM. Reasons for this irregular nature of collection times include a lack of fuel, breakdowns of the vehicles, and traffic on the service road to the Dandora landfill.

**[A08-6] Situation of Illegal Dumping**

It was found that NCC collected waste from a number of illegally dumped waste collection points between 30<sup>th</sup> of April and 27<sup>th</sup> of May in 2012. **Figure 2-9** is given the results of 37 points where illegal dumping is known to be common practice in the city. Although DoE enforces prohibition of illegal dumping, the enforcement team is not organized exclusively for SWM and the prohibition has not been enforced systematically. They go and see the site on an ad hoc basis.



**Figure 2-9 Illegal Dumping Locations and Collection Frequency**

**[A09] Creation of Waste Collection and Transportation Improvement Plan by NCC [Term 1]**

**[A09-1] Collection and Transportation of Waste by NCC**

(1) Illegal Dumping in CBD Shopping Street District

A sample survey of the illegal dumping at the CBD shopping areas is carried out at the designated places. Based on the sample survey, the following points were identified as potential solutions to this problem: (1) sufficient awareness on the part of the stakeholders operating the shopping center that waste collection is, in essence, a paid service, (2) introduction of priced trash bags to prevent illegal dumping as well as encourage waste separation and volume reduction, (3) effective collection of waste, and (4) measures for the strict control of illegal dumping.

(2) Waste Collection at CBD Areas

A hexagonal skip is utilised for waste collection at the CBD area, but the transport capacity of this skip is not as high in comparison to that of a rectangular container, thus decreasing transport efficiency. In this regard, it is recommended that NCC purchases a new skip loader for use with a rectangular container. **Photo 2-12** and **Photo 2-13** show the situation of waste collection in using both situations.



**Photo 2-12** Collection at the CBD Area



**Photo 2-13** Rectangular Container

(3) Waste Collection at the Public Market

For improving waste collection and the state of hygiene at the public market, one recommendation would be to stop the uptake of waste with a dump truck, and use a rectangular container and arm roll vehicle instead. If tenants can directly throw waste into the rectangular container placed in the public market, the time frame between disposal and collection is reduced, and the surrounding environment is improved by design. The loading process of an arm roll truck and rectangular container is depicted in **Figure 2-10**.



**Figure 2-10** Loading a Rectangular Container with an Arm Roll Truck

**[A09-2] Utilisation Rate of Waste Collection and Transportation Vehicle of the NCC**

The potential operation rate of the collection vehicles owned by NCC is commonly running under capacity. This is due to the deterioration of the vehicles, as well as the insufficient maintenance of

the road to the Dandora landfill. It is recommended to ensure that fuel, as well as the spare parts needed to make prompt repairs on the vehicles, can be obtained.

#### **【A09-3】 Work Start Time of Collection Workers**

In regard to the standardisation of NCC's operation times, the management of time-shift and time of work should be coordinated with planned maintenance and refueling.

#### **【A09-4】 Illegal Dumping Prevention**

It is necessary to implement activities aimed at public awareness of illegal dumping prevention, and strict enforcement against illegal dumping is needed.

### **【A10】 Implementation Based on the Improvement Plan Activities [Term 1]**

#### **【A10-1】 Improving Waste Collection Efficiency of NCC**

To replace the hexagonal skip loaders with rectangular containers, a hearing was held in which information about general waste collectors and transporters in Kitakyushu City, vehicle frame makers, accessory makers, vehicle frame constructors, and vehicle prices were reported to NCC.

#### **【A10-2】 Improvement of Waste Collection and Transportation Vehicle of the Operating Rate of the NCC**

To address the root issue of insufficient fuel, suitable budget allocation was submitted to NCC according to necessary fuel costs onsite.

#### **【A10-3】 Rapid Development of Waste Collection and Transportation Vehicle of the NCC**

Delays in vehicle repair are caused due to insufficient budget allocation for spare parts necessary to perform maintenance. The request for an allocation of annual repair budget has been submitted to NCC.

#### **【A10-4】 Illegal Dumping Prevention**

Activities aimed at public awareness of illegal dumping prevention, and a request for complete prohibition and enforcement team against illegal dumping was submitted to NCC.

### **【B06】 Feedback on the Value of Waste Collection and Transport Improvement Activities Conducted by NCC [Term 2]**

#### **【B06-1】 Improvement of the Collection and Transportation of Waste by NCC**

To improve the efficiency rate of waste collection, 270 million KSh were allocated by the NCC to the county budget in order to purchase nineteen (19) Side Loaders with 7-ton capacity, five (5) Skip Loaders with 9-ton capacity, and one (1) Wheel Loader for a total of 31 items in 2013.

#### **【B06-2】 Improvement of Waste Collection and Transportation Vehicle of the Operating Rate of the NCC**

A request has been made to the Procurement Department for a prepaid card to be used when the waste collection vehicles need to be refueled.

#### **【B06-3】 Rapid Development of Waste Collection and Transportation Vehicle of the NCC**

To address the root cause of waste collection vehicle breakdowns, 200 million KSh was allocated to the 2013 and 2014 budget for the repair of the access roads to the Dandora landfill.

#### **【B06-4】 Ordinary of the Work Start Time of Collection Workers**

Because laborers' shifts are not adequately confirmed by supervisors, a timecard system is proposed to ensure the proper time management and a proposal to quickly make the payment to the prepaid card that garbage trucks are using.

#### **【B06-5】 Illegal Dumping Prevention**

Citizen awareness activities aimed at the prevention and prohibition of illegal dumping was submitted to the NCC. As an additional prevention measure, CBO was instructed to designate a particular person to serve as a supervisor at the Kangemi collection point.

#### **【B06-6】 Implementation of Regular Health Checks and Vaccinations**

The Department of Environment (DoE) addressed a letter to the Medical Officer of Health, requesting that waste collection workers have access to medical examinations and vaccinations at no cost. The Medical Officer of Health then submitted the budget request to the Procurement Department to be implemented beginning in 2014 or 2015.

#### **【B06-7】 Lending of Work Protective Equipment (Mask, Gloves, Work Shoes, Hats, goggles, etc.)**

It was recommended to DoE that waste collection and transport laborers, street sweeping crews, as well as supervisors be supplied with boots, work shoes, overalls, and hats once per year.

#### **【B06-8】 The Development of Welfare Facilities**

The C/P (Counterpart) members that had received a training course in Kitakyushu, Japan have submitted a request to the Environment Bureau for the improvement of facilities at the Kaloleni Depot.

### **【B07】 Implementation of Improvement Activities Based on Feedback [Term 2]**

#### **【B07-1】 Improvement of the Collection and Transportation of Waste by NCC**

Nineteen (19) Side Loaders, six (6) Tippers, five (5) Skip Loaders, and one (1) Wheel Loader have been ordered, and currently already five (5) Side Loaders and six (6) Tippers have been supplied and are operational at NCC for waste collection.

#### **【B07-2】 Improvement of Waste Collection and Transportation Vehicle of the Operating Rate of the NCC**

A prepaid card was requested for the purpose of refueling the waste collection vehicles, but there is not yet any procedure for handling this. Implementation of the recommendation is suggested to the service improvement.

#### **【B07-3】 Rapid Development of Waste Collection and Transportation Vehicle of the NCC**

In order to reduce the instance of waste collection vehicle breakdown due to the poor condition of Dandora road, 200 million KSh was added to the budget for the purpose of renovating the roadbed of the John Osogo Road with drainage equipment.

#### **【B07-4】 Ordinary of the Work Start Time of Collection Workers**

Due to the lack of confirmation regarding laborers' shifts on the part of the supervisors, more consistent management of timecards and improvements to be made for the fuel deficiency.

#### **【B07-5】 Illegal Dumping Prevention**

There has been no significant improvement in the illegal dumping situation at the CBD shopping district area. However, the situation has improved in Kangemi area due to the increase of the

number of households who became a member of the CBO programme in collecting waste from households.

#### **【B07-6】 Implementation of Regular Health Checks and Vaccinations**

Funding for free health examinations and vaccinations for waste collection and transport employees has been requested from the budget.

#### **【B07-7】 Lending of Work Protective Equipment (Mask, Gloves, Work Shoes, Hats, Goggles, etc.)**

The recommendation that waste collection and transport workers, street cleaners, and supervisors shall be provided with long rubber boots, work shoes, work trousers, and hats once per year has been recognised by the NCC.

#### **【B07-8】 Development of Welfare Facilities**

Major repairs were done in Kaloleni Depot, such as painting internal and external buildings, replacing roof materials, replacing doors and windows, repairing bathrooms, repairing vehicle wash stations, etc.

### **【C07】 Evaluation and Feedback of the Improvement Activities of Waste Collection and Transportation by NCC [Term 3]**

#### **【C07-1】 Improvement of the Collection and Transportation of Waste by NCC**

Nineteen (19) Side Loaders, six (6) Tippers, five (5) Skip Loaders, one (1) Wheel Loader totaling thirty-one (31) collection vehicles have been supplied and have begun operation at NCC. Because of this, the daily average collection capacity has increased from 24.3 tons in 2012 to 48.1 tons in 2014. Furthermore, trucks that had been newly equipped with shielding plates (undercarriage guards) had a similar operational efficiency increase from 54% to 92%.

#### **【C07-2】 Improvement of Waste Collection and Transportation Vehicle of the Operating Rate of the NCC**

It was suggested to the Procurement Department that a prepaid card be used for the prompt refueling of vehicles, however no improvements have been made to the official procedure so far.

#### **【C07-3】 Rapid Development of Waste Collection and Transportation Vehicle of the NCC**

In regard to construction of Dandora landfill as a countermeasure against damage to waste collecting vehicles, roadbed and water drain of the main road (John Osogo Rd.) had been improved in 2013. Currently, construction activities are ongoing in other access roads.

#### **【C07-4】 Ordinary of the Work Start Time of Collection Workers**

Waste collection laborers' shifts are still insufficiently confirmed by supervisors, and therefore more thorough management is suggested to implement.

#### **【C07-5】 Illegal Dumping Prevention**

Because of the franchise waste collection system in Kangemi areas, the plans carried out have almost completely eliminated illegal dumping.

#### **【C07-6】 Implementation of Regular Health Checks and Vaccinations**

Regular health examinations and vaccinations for waste collection workers continue to be recommended.



**[C07-7] Lending of Work Protective Equipment (Mask, Gloves, Work Shoes, Hats, Goggles, etc.)**

The supplying of long rubber boots, work shoes, hats, and so on has been changed from once per year to once every two years.

**[C07-8] Development of Welfare Facilities**

Repair work in Kaloleni Depot was already done in 2013. Repair works in Kamkunji Depot and Makarada Depot have begun in 2014.

**[C08] Creating a Guideline in Accordance with the Waste Collection and Transportation by NCC [Term 3]**

There have been no guidelines applied in the city of Nairobi on the safe operation and management of municipal waste collection and transport vehicles or waste collection planning. In this regard, a “Waste Collection and Transport Guideline” has been drafted using a general Japanese manual as a reference, and including opinions of those in charge of waste collection in Nairobi. This guideline has been distributed to members of DoE concerned with waste collection, as well as officials at waste collection depots.

**[D08] Ongoing monitoring of the Improvement Activities of Waste Collection and Transportation by NCC [Term 4]**

**[D08-1] Improvement of the Collection and Transportation of Waste by NCC**

Nineteen (19) Side Loaders (7-ton capacity), five (5) Skip Loaders (9-ton capacity), six (6) Tippers (14-ton capacity), and one (1) Wheel Loader totaling 31 vehicles were procured and have begun operation at NCC. To compare with before, there had been thirteen (31) Side Loaders, seven (7) Skip Loaders, and six (6) Tippers. **Table 2-11** shows the vehicles owned by NCC, and the trucks are depicted in **Photo 2-14** and **Photo 2-15**.

**Table 2-11 NCC Waste Collection and Transport Vehicles by 2015**

	2013	2014	Total
Side Loaders (7-ton capacity)	12	19	31
Skip Loaders (9-ton capacity)	2	5	7
Tippers (14-ton capacity)	0	6	6
Wheel Loader	0	1	1
Total	14	31	45



**Photo 2-14 Side Loader (7-ton capacity)**



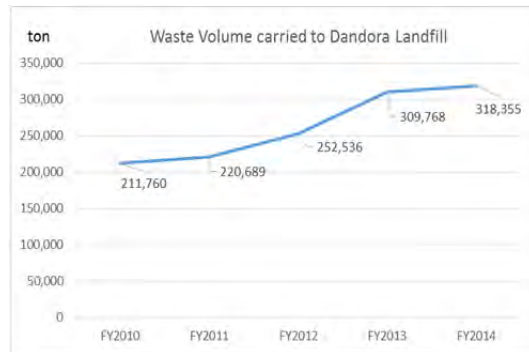
**Photo 2-15 Tippers (14-ton capacity)**

Because of the procurement of these trucks, the waste collection volume has rapidly increased from 15,903 to 44,598 tons by 2014. The change from 2010 is depicted in **Figure 2-11**. Furthermore, the

waste volume received at the Dandora landfill also increased from 309,768 in 2013 to 318,355 in 2014. The change compared to 2010 is presented in **Figure 2-12**.

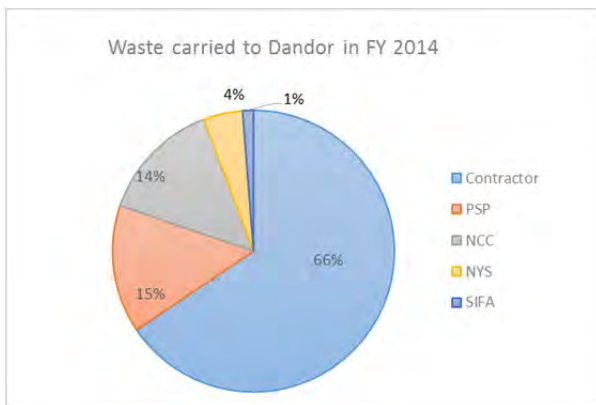


**Figure 2-11** Change in Waste Collection Volume

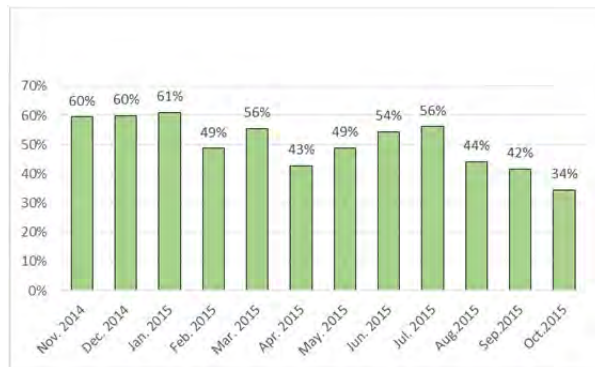


**Figure 2-12** Change in Waste Transported to Dandora Landfill

The people hired to carry waste to the Dandora landfill include contractors hired by NCC, PSPs permitted by NCC to collect waste, the National Youth Service (NYS) that collects waste in Kibera area, SIFA which is doing waste collection in franchise Zone 7, as well as NCC itself; of these contractors make up 66% of the volume and NCC makes up 14%. This is shown in **Figure 2-13**.



**Figure 2-13** Waste carried to Dandora by Each Group of Collector



**Figure 2-14** NCC Truck Operation Rate

**Figure 2-15** shows the operation rate of the waste collection trucks owned by NCC (waste volume/waste volume collected by NCC which is 364 tons @ number of operation days per month which is 20). With the lowest operation rate at 34% (October) and the highest rate at 61% (January 2015), the average operation rate of these trucks is shown to be 51%.

Annual rainfall in Nairobi is, on average, an extremely high 191mm in April and 14mm at its lowest point in July (Climate-Data.org). As shown in **Figure 2-15**, it is clear that the operation rate of 43% in April and improvement of 56% in July is likely related to precipitation and vehicle breakdowns. This difference should be kept in mind.

A survey on the operation situation of NCC trucks was carried out over two weeks in 2015 between October 5th and October 18th. The results are shown in **Figure 2-15**, and it can be understood that, in spite of NCC owning 41 trucks, but only 17 trucks were operational. Additionally, the 17 trucks were broken down at times and they were never utilised fully.

No	Type	Capacity ton	October																Operation days
			5 Mon	6 Tue	7 Wed	8 Thu	9 Fri	10 Sat	11 Sun	12 Mon	13 Tue	14 Wed	15 Thu	16 Fri	17 Sat	18 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 59	7							○		○							2	
14	RV 58	7							○									1	
15	RV 60	7	○	○	○	○	○	○				○	○	○				9	
16	T104	14							○				○	○	○			4	
17	T105	14					○											1	
Total																		82	

BC - Skip loader type truck RV - Side loader type truck

Figure 2-15 Operational Status of the NCC Vehicles

Mainly the breakdowns were caused by dust deposits and submerging of the brake system from driving on the Dandora landfill access road. Others are caused by damage to the cooling fan and the radiator after being struck by bits of trash, and the damage to parts on the undercarriage. The vehicles can also become overheated when the wheels get stuck at the dumping site. Also, the bumper and frames break due to trailering and being pushed by bulldozers. It can also be surmised that if NCC has the issues described above, other private companies must have same troubles, and they also require the improvement of Dandora disposal site.

(Refer to Annex 2.1 Waste carried to Dandora) (Refer to Annex 2.2 Waste carried to Dandora [FY2010~FY2014])

**[D08-2] Illegal Dumping Prevention**

At the same time as the surveys mentioned above, NCC conducted an investigation on places and number of times illegal dumping occurred from October 5th to October 18th, 2015. The record shows that illegal dumping was occurring at 40 locations, whereas the 2012 survey showed that it was happening at 37 locations. Although there was almost no change, at the time of this survey new dumping locations had not come up, and locations that had been used for illegal dumping in 2012 were eliminated. Furthermore, instances of illegal dumping were almost halved in comparison with 2012, and it should be considered that this comes as a result of NCC guidance. The result of the 2015 survey is shown in Figure 2-16.

A fine imposed on illegal dumping is to be set at varying from 2,000 to 100,000KSh; however, a few people have been punished with the fine so far. The enforcement and instruction to the punishers should be strongly made, and regular waste collection should also be required for avoiding the illegal dumping.



Figure 2-16 Collection Status of Illegal Dumping by NCC

Regarding illegal dumping in the Kangemi area, there are almost no places to dump illegally since the start of the franchise system and following the waste collection plan. For further details, refer to the D10 evaluation of PP introducing franchise system/feedback.

(Refer to **Annex 2.3 Waste collection data 2015**)

### **【D08-3】 Other (Improvement of the Working Environment and Welfare of the Staff)**

(1) Implementation of Regular Medical Examination and Vaccinations

Medical checks and vaccinations for waste collection and transport laborers have not been implemented. It continues to be a recommendation.

(2) Allocation of Safety Equipment (Masks, Gloves, Work Shoes, Hats, Goggles, etc.)

The supplying of safety equipment such as long rubber boots, work shoes, work overalls, hats, and so on to waste collection and transport laborers, street cleaners, and supervisors every year was implemented, but the once per year equipment handover was changed to once every two years.

(3) Facilities for Workers' Welfare

Kaloleni Depot was repaired in 2013 and Makadara Depo was repaired in 2014. The construction for Kamukunji Depot and Dagoretti Depot began in 2014, but completion of the construction work is delayed due to a lack of funds. However, DoE is in a process of securing budget and continue the implementation work. There is also an idea to move the CBD Depot which is located in the central part of the city near to the bus terminal because of aging. The current situation of improvement of welfare facilities is shown in **Table 2-12**.

**Table 2-12 State of Worker's Welfare Facilities**

	State of Repair	Current Status as of 2015
Kaloleni Depot	Painting inside and outside, changing roof material, changing doors and windows, repair of lavatory facilities, truck washing and maintenance station	Repairs completed in 2013
Makadara Depot	Construction of partitions, repairing the ceiling, and repairing shower rooms and lavatories	Repairs completed in 2014
Kamkunji Depot	Finished roof and walls outside, lavatory facility	The repair work for roof and outside walls started in 2014 and was completed except for lavatory. The budget for FY2015/16 is secured and the construction will be done.
Dagoretti Depot	Repairing partitions inside rooms, shower in lavatory	The budget for FY2015/16 is secured and the construction will be done.
CBD Depot	Roofs, lavatory repairs	The repair work is pending due to movement of the location of the depot.

### **【D08-4】 Training in Japan**

Ms. Margaret Kariuki and Ms. Patricia Akinyi were two participants of a practical training that took place in Kitakyushu in 2015, the details of which are shown in **Table 2-13**. As shown on **Table 2-13**, the content of the training dealt with waste collection, transportation, and treatment; participants also received training in the implementation of recycling and waste management. In the four years since the training session took place, there have been improvements in Nairobi in the areas of waste collection and transport, recycling, data management, environmental project improvements, and citizens' actions that display that the training session was meaningful and valuable.

**Table 2-13 Participants of the Japan Training**

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

**Table 2-14 Programme of the Japan Training in 2015**

Purpose: General Training in Waste Management				
Attendants: Margaret Kariuki and Patricia Akinyi, Officer of the Department of Environment, Nairobi City County				
Training location: Kitakyushu and Tokyo				
Training dates: Monday, October 19 <sup>th</sup> ~ Friday, November 30 <sup>th</sup> 2015				
Training Programme: Detailed below				
	Morning	Instructor	Afternoon	Instructor
Day 1	Arrival in Kitakyushu			
Day 2	JICA Orientation and Briefing	JICA Staff	Lecture on Environmental administration in Kitakyushu	Kitakyushu Environment Bureau
Day 3	Kitakyushu Municipal Waste Collection	Site staff	Kogasaki incineration facility	Site staff
Day 4	Visits recycling of bottles by private company	Site staff	Nishihara Inc. (Collection and Transport, waste separation and recycling)	Site staff
Day 5	Can and Glass resource center visit in Honjo	Site staff	Hita Biomass Resource Centre	Site staff
Day 6	Sanitary landfill site in Fukuoka City	Site staff	Ooki Circulation Centre	Site staff
Day 7	Takakura Compost Lecture and Practice	Site staff	Takakura Compost Lecture and Practice	Site staff
Day 8	Kitakyushu City Eco Town visit	Kitakyushu City Environment Bureau	Comparison of the challenges for the master plan planning and implementation	Kitakyushu City Environment Bureau
Day 9	Hibikinada End Treatment Plant	Site staff	Kitakyushu Environment Museum visit	Site staff
Day 10	Lecture on waste treatment in Kitakyushu City	Kitakyushu City Environment Bureau	Transport to Tokyo	
Day 11	Case study of citizen consensus	JET	Course evaluation and summary	JICA Staff
Day 12	Depart for Kenya			
Expected result: Project implementers and decision-makers in Nairobi can learn about waste management in Japan, and compare issues to those in Kenya, compare them, and make a commitment to advancing improvement.				

## **Output 2: NCC's Capacity is Strengthened in Terms of Involvement of Private Sector for Waste Collection and Transportation**

### **【A11】 Investigation and Analysis of Waste Collection and Transportation Situation by the Private License Trader [Term 1]**

In Nairobi, waste collection and transport by private contractors takes two forms. In the first, a PSP receives permission from NCC to collect and transport waste, and the PSP carries out waste collection (while) customer acquisition; as of 2015, 69 companies were authorised to collect and transport waste. The areas from which waste is collected mainly are areas in which middle- to high-income earners are found and are able to pay the fees. Another way this is done is that the NCC outsources waste collection to a contractor. As of 2015, 13 companies were tied to NCC in this way, collecting waste in collaboration with CBOs in city-managed public markets and low-income earning areas.

### **【A12】 Design Development of the Franchise System Introduced Pilot Project [Term 1]**

The structure of PSPs ranges from small-scale PSPs owning one vehicle to large scale PSPs owning 24 vehicles depending on the project scale, operating waste collection over the whole area of Nairobi. In installing the franchise PP, the large-scale PSP is sure to have/tries to have its bid accepted to participate, whereas the small-scale PSPs are excluded. When the excluded small scale PSPs are unable to engage in collection and transport, it is anticipated that they will raise a strong opposition. Consequently, it is necessary for several small companies to come together in a joint venture, or for PSPs to enter the market as subcontractors. Furthermore, CBOs in the low-income areas are charging waste collection fees and brings the waste to collection points designated by NCC, who then levy a transport fee to take the waste to the Dandora landfill. In the franchise PP, the contractor who won the bid is the one who delivers to the Dandora landfill for the same amount of transport fee paid by CBO to NCC, and any shortage is the responsibility of the contractor (internal assistance).

### **【A13】 Summary of Issues towards PP Implementation [Term 1]**

For managing issues with implementing the PP, the following several actions were taken, as described below.

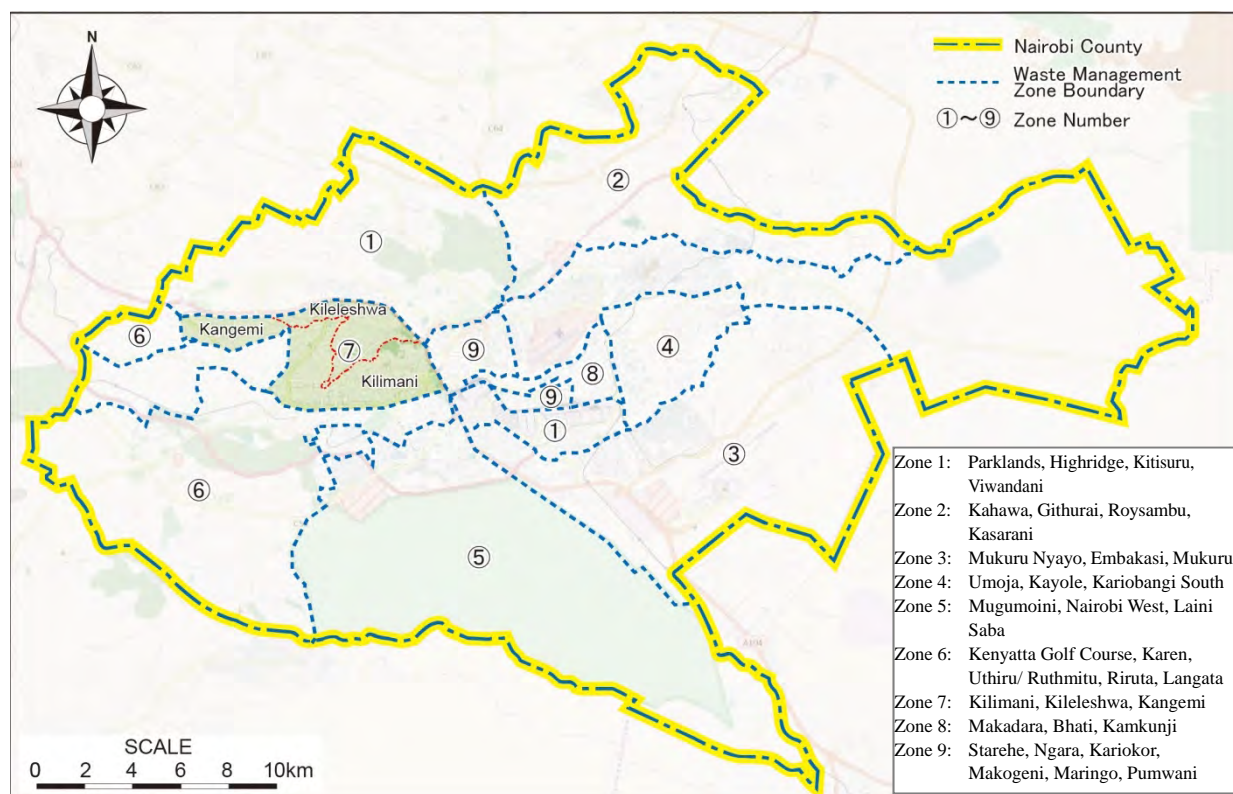
#### **【A13-1】 Selection of the Pilot Project Zone**

In order to select one pilot project are from the nine franchise system zones, ten indicators were established to evaluate the franchise system pilot project zone.

- |             |  |
|-------------|--|
| Standard 1: | Degree of proximity between high and low income areas (Neighbouring: 10 point, Not neighbouring: 5 points)   |
| Standard 2: | Population ratios of high, middle, and low income populations (Both income population ratios are between 40% and 60%: 10 points, The others: 5 points) |
| Standard 3: | Presence or absence of low income areas (Presence: 10 points, Absence: 5 points)   |
| Standard 4: | Area size (Small: 10 points, Middle: 7.5 points, Large or Very small: 5 points)  |
| Standard 5: | Quality of the PSP in its respective zone: the number of waste collection vehicles (Many: 5 points, Middle: 2.5 points, Small: 1 point)                |
| Standard 6: | Quality of the PSP in its respective zone: Landscape and cleanliness of the zone (Good: 5 points, Middle: 2.5 points, Bad: 1 point)                    |
| Standard 7: | Quality of the PSP in its respective zone: The frequency of waste collection (Many: 5 points, Middle: 2.5 points, Small: 1 point)                      |
| Standard 8: | Number of PSPs versus contractors: Number of PSP divided into number of contractors (Many: 1 point, Middle: 2.5 points, Small: 5 points)               |
| Standard 9: | Level of cooperation with NCC (High: 20 points, Middle: 10 points, Low: 0  |

point)  
Standard 10: Relationship between PSP and contractors (Good: 20 points, Middle: 15 points, Bad: 10 points)

As Zone 7 scored the highest at 86 points, it was chosen to be the franchise system introduction pilot project. (Refer to **Annex 3.1 Comparison Characteristic in Each Zone**) The location of each zone is illustrated in **Figure 2-17** below.



**Figure 2-17 Location of Each Zone**

### **[A13-2] Consensus of the City for the PSP Franchise System Introduced PP**

- 1) A hearing was held with 3 large scale PSPs on a particular franchise system introduction PP. There, opinions were exchanged on the necessity of displays of leadership from NCC, PP zone size, fee structure (i.e., fixed rate or per-volume), the need for maintenance of the Dandora landfill, and the method of collecting waste in low-income zones.
- 2) Of the 69 PSP that had participated in the franchise system briefings, 60 had implemented the system. After the franchise system introduction pilot project informational sessions, NCC staff answered questions on how the PSP should handle the contracts with the waste collection customers, collect information on customer details within the PP zone, how to make citizens aware of new waste collection fees, how to stamp out illegal PSP activities after the implementation of a franchise system, as well as answered questions about maintenance of the Dandora landfill.

### **[A13-3] Understanding of the Collection and Transportation Situation by PSPs Collecting Waste in the PP zone**

Questionnaire sheets about collection price, number of families, amount of collection, income and so on were distributed to 36 PSPs, and got answers from 17 PSPs. The average of collection fee has

a wide range that is from 150 to 900KSh, and the investigation revealed that that frequency of collection and the quality of the service are different.

#### **【A13-4】 Franchise System Cash Flow**

- 1) We investigated the current management situation of CBO for collection fee. We considered how much CBO can pay and how much should be paid for the shortage so that franchise operators to transport the waste collected by CBO to the Dandora disposal site.
- 2) The estimated amount (15% of income) which PSP pays to NCC can be estimated at approximately 1.5 million KSh per month if there are 14,000 families in high and middle income areas, and a household pays 700KSh per month as a waste collection fee.
- 3) It was estimated that the waste processing fee collected from customers by PSP in high and middle income areas was approximately 700KSh per month per family. CBO currently sets the price of waste collection in low-income areas from 10 to 50KSh per month per family.

### **【A14】 Adjustment of Action Aimed at Solving Problems [Term 1]**

#### **【A14-1】 Organisation of Bidding Conditions for the Franchise System Introduced**

- 1) Regarding the remaining time left on the PSP license when introducing franchise system, it will be specified on the Authority Letter published by NCC which is a license for collection and transfer as below to start of PP. It will be not able to collected and transferred in Kilimani, Kileleshwa and Kangemi when PP begins. Expiry date for PSP license in PP zone is on 31<sup>st</sup> of December, 2013. (Anticipated start time was 1st of January, 2014.)
- 2) Franchise bids are determined by screening for collection effectiveness, area of service, track record, operational details, and so on. In regard to waste collection effectiveness, a company that is lacking in certain areas may join another PSP in a joint venture and work in cooperation with a subcontractor in order to meet the bidding criteria.
- 3) It is compelling that other PSPs are excluded from introducing PP, because the objective of franchise system is to have a lean waste collection and structural internal support system for the high, middle, and low income ranges. However, it is a critical issue that the operators have been excluded. In this case, the establishment of JV or allowing the PSP to continue as subcontractors will be considered.

#### **【A14-2】 The Formation of the Citizen Agreement on the Franchise System Introduced PP**

Bidding PSP with franchise system introducing PP can reduce their cost through collection efficiency improvements. However, people in high and middle income areas additionally have to pay an internal support fee to low income areas, and a franchise fee to NCC, and therefore increased waste collection fees are unavoidable. Therefore, citizens could be reluctant to make a new contract. Therefore, successful bidders must explain the contents of franchise system thoroughly to make customers understand the reason for the fee increases.

### **【B08】 Adjustment of Action Aimed at Solving Problems [Term 2]**

#### **【B08-1】 Description of the Citizens towards the Franchise System Introduced PP**

- 1) PSP briefing - When required
- 2) Briefing in Kilimani and Kileleshwa area - Once per month
- 3) Briefing in Kangemi area - Once per month
- 4) Briefing at churches and mosques - every Sunday
- 5) Briefing in cooperation with Kilimani Project - As needed
- 6) Briefing at shopping centers - As needed
- 7) Briefing at Market association, Hotel association and Restaurant association - As needed



Because the briefing is held every Sunday and it is too hard for C/P, an informational video is shown to churches instead of having C/P attend the briefing.

### **【B08-2】 Franchise Operators and CBO of Cooperation**

Coordination with CBO is not done because PSP does not collect waste in Kangemi area at this time. However, it will be important to coordinate with franchise business operators and CBO when PP starts, because CBO has to collect waste from all households and carry it to a collection point. Then, the franchise PSP has to carry the wastes to the Dandora landfill. NCC, CBO and franchise PSP hold meetings regularly to coordinate with each other.

## **【B09】 Implementation of the Franchise System Introduced PP [Term 2]**

### **【B09-1】 Population and the Amount of Waste Generated Survey**

Population in 2013 was estimated by using the 2009 population as a reference of **Table 2-15**. Volume of waste in 2013 was estimated by referencing a survey done by JICA in 2009.

**Table 2-15 Population and Waste Volume (2013)**

Area	Population	Household Waste (t/d)	Commercial Waste (t/d)	Market Waste (t/d)	Total (t/d)
Kilimani	44,000	27	34	0	61
Kileleshwa	31,000	17	8	0	25
Kangemi	92,000	30	-	10	40
<b>Total</b>	<b>167,000</b>	<b>74</b>	<b>42</b>	<b>10</b>	<b>126</b>

### **【B09-2】 Pre-Qualification (PQ) Introduction of Screening**

To finish the bidding process quickly, PQ is screened. Then, PSP who passes the PQ can take part in the actual bidding. Although this was supposed to start PP, the PQ was announced on 1<sup>st</sup> of January, 2014 due to the time it took to get agreements internally. Then, 11 companies bid by the PQ submission due date on 23<sup>rd</sup> of January and, 5 companies passed the PQ probation held on Jan 24<sup>th</sup> of January and 31<sup>st</sup> of January, 2014. The schedule is shown on **Table 2-16** below.

**Table 2-16 Actions from NCC's PQ Screening to Pilot Project Start**

Details	Time Frame
PQ Completion	End of December 2013
PQ Publication	January 9, 2014
PQ submission deadline	January 23, 2014
PQ examination	January 24-31, 2014
Bidding documents distributed	March 25, 2014
Bidding	April 15, 2014
Bidding document check	April 15-May 20, 2014
Contract	June 5, 2014
Pilot project start date	August 1, 2014

### **【B09-3】 PQ Overview**

As a result of discussions between NCC and JET, conditions of prequalification are set out as follows:

- 1) The waste generation route as follows:
  - i. Household waste
  - ii. Waste from restaurants
  - iii. Waste from hotels
  - iv. Waste from shops and shopping centres
  - v. Waste from offices

- vi. Waste from public schools and private schools
  - vii. Waste from public market (Kangemi area)
  - viii. Waste from public establishments (parks, citizen halls, churches, road services, rivers)
  - ix. Waste from cleaning road
  - x. Animal carcasses
- 2) Waste is collected from 6AM to 6PM more than twice per week
  - 3) The colour for each plastic bag is as follows: green for food waste, blue for plastic and paper, and brown for other waste, for a total of 3 colours. Name of PSP and logo, address and phone number are printed on the plastic bag. The size is 70cm by 100cm and the thickness is more than 80um. If a high volume of waste is produced, as in the case of hotels, containers are acceptable.
  - 4) The collection charge is decided by franchise business operators according to the cost of collecting, quality of service, cost of collecting in low income areas, and franchise fees.
  - 5) Franchise business operators pay NCC 15% of total income quarterly as a franchise fee.
  - 6) Possession of collections belongs to the franchise business operator.
  - 7) NCC prohibits unlicensed operators from collecting waste on PP.
  - 8) NCC makes efforts to get citizens improve their awareness about waste processing.
  - 9) Franchise business operators collaborate with CBO continuously.

#### **【B09-4】 Implementation of the Briefings of Franchise System Introduced PP**

Briefings were conducted 4 times in 2013 to deepen understanding about PSP (Venue: City Hall, Total number of attended PSPs: 152). The particular case of the PSP was explained to 5 companies (Venue: JET office, Name of PSPs: Bins Nairobi Services, Colnet Limited, Garbage Dot Com Ltd., Vijana Kwa Mazingira, Nairobi Collectors & Consultant); briefings for citizens were held in Kilimani and Kileleshwa 6 times (Venue: Hall in Kilimani Makini School and Kileleshwa Lavington School, Total number of participants: 172); 4 briefings were held for citizens in Kangemi (Venue: Kangemi Social Hall, World Wide Church, House of Hope Church, Chief's Camp Gichangi, Total number of participants: 257); and 6 briefings were done in churches (Total number of distributed leaflets: 2,500). The number of briefings to be actually implemented was less than that of planned ones since holding these kinds of briefing needed some time to arrange C/P's other job and the local communities. Feedback items from PSP are as follows:

- 1) Prompt consolidation (of waste) bound for Dandora
- 2) Countermeasures against PSP are removed by PP performance
- 3) Consider JV on PP
- 4) Adopt waste separation to decrease waste

Feedback from citizens is as follows:

- 1) More explanation about separate collection (is required)
- 2) More explanation about price increase (is required)
- 3) Dandora rubbish disposal site consolidation, as well as streamlined collection and transport (is required)
- 4) Tighter NCC surveillance of unauthorised dumping (is required)

Drawing participants to the briefings proved difficult. Therefore, we will instead come to them, and it is better to make people to better understand the PP. We plan to put an information desk at big shopping centers, and to distribute materials to schools and kindergartens in PP areas.



(1) Collection of Clients' Data in Zone 7

At first, 20 people were hired to carry out the beginning of the survey, but by the 1<sup>st</sup> of November starting day the number of personnel was increased to 80. Survey items included number of apartments and residences, number of households, waste collection fees, frequency of waste collection.

(2) Making the Waste Collection Route Map

Zone 7 was divided into 12 areas, and in each zone one truck made two trips per day starting at 6:00AM and collecting until 6:00PM with a collection frequency of twice per week, making a Monday and Thursday course, a Tuesday and Friday course, and a Wednesday and Saturday course for the route map.

(3) Street Cleaning

A street cleaning plan was made with street cleaning, clearing weeds, and cleaning public parks, targeting streets and parks.

(4) Guarantee of Waste Collection Truck Supply and Personnel

A guarantee of the necessary availability of waste collection trucks and personnel is carried out.

(5) Preparing Waste Bags and Containers

There are three types of waste collection bags distributed. Blue bags are intended for plastic recyclables, green bags are for organic waste, and brown bags are for other types of waste. The bags are 70cm by 100cm, and they are 80 $\mu$  thick. Additionally, customers discarding a large volume of waste can choose from four different container sizes of 70L, 120L, 240L, 360L. These containers are also to be installed by three different colours as same as that of the bags.

(6) Settlement of Waste Collection Fees (Amount Registered in SIFA Bidding Documents. NCC and JET set at 700KSh per household per month as the household waste charges in the tender documents.)

- i. Household waste (Kilimani and Kileleshwa): 800KSh per household per month
- ii. Household waste (Kangemi): 300KSh/ton (Taken from 4 collection points to the Dandora landfill with transport fees settled by CBO)
- iii. Public agencies: 100KSh /liner bag
- iv. Kangemi Market: 300KSh/ton
- v. Project waste: 450KSh /70L container
- vi. Project waste: 600KSh /120L container
- vii. Project waste: 1,300KSh /240L container
- viii. Project waste: 1,500KSh /360L container

(7) Handling Citizen Complaints

Citizens can make complaints by calling the office of the contractor that won the bid.

(8) Waste Collection in Kangemi Area

In the Kangemi area, 4 waste collection points were designated: 1. Cemetery, 2. Rift Valley, 3. Gichagi, 4. NITD (Native Industrial Training District). CBO takes waste from each household to the collection point for a fee, and SIFA transports the waste from the collection point to the Dandora landfill at another fee (CBO pays SIFA 300KSh per ton.). Waste is collected from the four points daily without leaving any waste behind.

### **【C09-3】 Implementation of the Franchise System Introduced PP**

The Opening Ceremony of the franchise system introduction PP was held on Saturday, 1<sup>st</sup> of November, 2014 with County Executive Committee Member Mr. Ondieki, County Chief Officer Dr. Oyake, and Director of Environment Mr. Muraya in attendance. The Westland New Matatu Terminal commenced operations on the following Monday, 3<sup>rd</sup> of November 2014.

**[C10] Evaluation and Feedback of the Franchise System Introduced PP [Term 3]**

(1) State of Waste Collection in the Kilimani and Kileleshwa Areas

The state of waste collection for November and December in Kilimani and Kileleshwa areas are outlined in **Table 2-17** below.

**Table 2-17 Waste Collection Situation of Kilimani - Kileleshwa District**

November 2014	December 2014	Waste Generation Volume
9.8 tons/day (Collection rate 9.8%)	24.1 tons/day (Collection rate 28%)	86.0 tons / day

The amount of waste collected in Kilimani and Kileleshwa areas was 9.8 tons per day (collection rate 9.8%) and 24.1 tons per day (collection rate 28%) in November and December, a low rate of growth. The possible reasons behind this are detailed below.

- 1) Twenty-two existing PSPs are collecting waste within Zone 7.
- 2) Since DoE and the Enforcement Team (comprising 4 members in one team and total 4 teams) of the Department of Inspectorate is not the same department so that their line of command and management is not functioning well, and additionally the court order announced as well, it is difficult for the Enforcement Team to work at site. Consequently, the enforcement has not been made substantially.
- 3) Citizens' understanding of the PP is not sufficient and SIFA cannot make a contract. Henceforth, in order for SIFA to increase its waste collection volume, the following items were implemented.

Strengthening of the Monitoring Team and the Enforcement team was begun in addition to the strengthening of the monitoring team.

- 1) A monitoring team that is composed of Dancan and Patricia of C/P and Samson of JET started tackling new efforts with the Enforcement Team to strengthen monitoring work from January 2015.
- 2) Twenty-four PSP joined together to make Waste and Environment Management Association of Kenya (WEMAK) took NCC to court on 9<sup>th</sup> of October, 2014. NCC reiterated that the franchise system was not guilty of any wrongdoing.
- 3) Information sessions run for increasing citizen awareness were spread through the media.

(2) State of Waste Collection in Kangemi

The state of waste collection in Kangemi in November and December is outlined in **Table 2-18** below.

**Table 2-18 Waste Collection Situation in Kangemi**

November 2014	December 2014	Amount Collected
6.0 tons/day (Collection rate 15%)	8.3 tons / day (Collection rate 21%)	40.0 tons / day

Waste collection volume in Kangemi ranges from 6 tons per day in November to 8.3 tons per day in December, at a collection rate of 15% and 29%, respectively. The reason for the low collection rate is that the waste in the NCC-managed market (project waste) was collected free of charge, whereas the fee charged by the franchise introduction PP was rejected by the city market. Currently, NCC continues to collect the waste at no charge, and therefore SIFA is not doing the collection. It is necessary for NCC and the city market to reach a settlement as soon as possible.

On the other hand, four collection points that are jointly managed by SIFA and CBO are performing waste collection and transport to Dandora smoothly, and the environment surrounding the city market has improved as a result of the reduction in leftover waste in the market areas. This is a result of the PP. From now on, NCC is taking the following measures to raise the collection rates:

- 1) CBO should raise citizen awareness to reduce illegal dumping.
  - 2) Reach a cooperation agreement with the city market as soon as possible.
- (3) Delay in Procurement Procedure

After the PQ, from the bidding announcement to the bidding implementation went according to the project contract. However, due to the time it took to examine the bids, the franchise introduction PP began in November rather than in August as planned, which is a delay of 3 months. The decision was a unilateral one made by NCC, despite having informed the public about the August start time, causing a lack of trust. As a result, NCC must prevent this kind of breach of trust in the future.

### **【C11】 Implementation and Monitoring of the Franchise System Introduced PP [Term 3]**

#### **【C11-1】 Elimination of the PSP, which is Carried Out Illegally Collecting Garbage in the Zone 7**

WEMAK members that NCC announced they were unauthorised to collect waste are nevertheless operating in Zone 7, and NCC strengthened its enforcement. However, since the court order has been issued and also NCC started discussing with WEMAK to settle the court case, the enforcement of these illegal operations was not conducted.

#### **【C11-2】 Citizen Well-known Thorough Franchise System Introduced PP**

- 1) Devise stronger citizen awareness through TV, News, Posters
- 2) Target franchise system introduction PP information sessions to churches, mosques, shopping centres, etc.

#### **【C11-3】 Litigation by WEMAK**

On 9<sup>th</sup> of October, 2014, total of 24 WEMAK member PSPs went to court against NCC. In the suit, NCC began the franchise introduction PP on 1<sup>st</sup> of November 2014, but at the same time the existing PSPs were illegally collecting waste and they attempted to prohibit the PSPs from operating. However, on 20<sup>th</sup> of December 2014, the existing PSP companies won approval to continue collecting waste, rendering the NCC unable to prohibit the PSP from doing so. As such, SIFA's growth in waste collection customers was slowed, and the PP could not function properly. It is necessary that NCC reaches a court settlement with WEMAK as soon as possible.

### **【D09】 Implementation and Monitoring of the Franchise System Introduced PP [Term 4]**

#### **【D09-1】 Enforcement Survey of Franchise System Introduced PP**

##### **【D09-1-1】 Situation of TPP in the Zone 7**

The franchise system introduction PP began on 1<sup>st</sup> of November, 2014. For the first 2 months, the number of customers increased and the volume of collecting wastes increased. However, WEMAK filed a complaint to the court, and then the number of customers and the volume of collected waste have been decreasing since January 2015. As of November 2015, the volume of collecting wastes is 3.7t per day in Kilimani and Kileleshwa area. The collection efficiency rate (Volume of collection / waste generation \*100) is floundering at 4%.

Meanwhile, collecting wastes by SIFA started in Kangemi area on 1<sup>st</sup> of November 2014. The volume of collecting smoothly increased since its beginning in November 2014. The volume was 9.9t per day in February 2015 and the efficiency rate was 25%. However, the business conditions in Kilimani and Kileleshwa area were poor, and SIFA lost income. In May 2015, they stopped collecting in Kangemi area.

Waste at collection points are not carried to Dandora rubbish disposal site often enough, even though the collection at CBO in Kangemi area is more active than before. This issue is due to the poor business conditions with SIFA.

Also, the non-performed items on the agreement of franchise system are detailed below.

- 1) Street Cleaning  
SIFA plans street cleaning, mowing and cleaning parks, which is validated by NCC.
- 2) Payment to NCC as a Franchise Fee  
Paying 15% of total income to NCC quarterly as a franchise fee.
- 3) Separate Collection using 3 Colours of Bags  
The colour for each plastic bag is below. Green for food waste, blue for plastic and paper, brown is for others; for a total of 3 colours. Name of PSP and logo, address and phone number is to be printed on the bag. The size is 70cm by 100cm. The bag should be distributed to customers and collected separately; however, the bag was not distributed to the residents properly.
- 4) Collecting Waste in Kangemi Area  
To carry waste from 4 collection points (carried to the collection points by CBO) to Dandora rubbish disposal site using internal support system by franchise system. CBO pays 300KSh/t as a fee.

#### **[D09-1-2] Franchise System Citizen Described in the Zone 7**

As of the time of writing, the average collection volume is approximately 6 t/day in Kilimani and Kileleshwa area. This volume is approx. 7% of the projected waste generation. This is because the current PSP continues to collect waste after a court order to protect the current PSP, and we cannot force them to stop.

The settlement could take a long time, and the business condition of SIFA could deteriorate. Therefore, we would hold briefings to big customers who generate high volumes of waste, such as apartment complexes, shopping centres, hotels, restaurants, hospitals, offices, or schools. Then we would try to increase the number of customers.

NCC held briefings at 22 places as above and promoted to deal with SIFA. The feedback is detailed below.

- 1) Some apartment complexes made contracts with SIFA but others did not.
- 2) No answer from SIFA to the question of how to end the contract with current PSP.
- 3) A 3-year contract was made with SIFA, but the collection day has not been decided and the fee is high. The cost for 22 offices is 16,000KSh with SIFA, but it was 13,000KSh with the previous PSP. If there are several PSP in one zone, they have to compete in cost and service.
- 4) SIFA has never come to promote its activity.
- 5) Waste collection by the current PSP is satisfactory.
- 6) Under the current court settlement, a conventional PSP is acceptable.

According to the issues above, we will adopt the following countermeasures.

- 1) To improve service of SIFA
- 2) SIFA and NCC will explain the franchise system and make people understand the cost.
- 3) NCC should try to come to an understanding and get franchise system in Zone 7 on track.

(Refer to **Annex 3.2 2015.12.09 ZONE 7 Appointment Log for Waste Collection in the Franchise System**)

A booth was run at the general exhibition held by Agricultural Society of Kenya. Then, we informed citizens about waste processing and discussed it with them. Pictures of the event are shown below. The activity should be continued because this exhibition is a part of their lives and attendance is high, and attendants include government officials. (Refer to **Annex 3.3 Leaflet Franchise System**)



**Photo 2-16 Environment Bureau Booth**



**Photo 2-17 Farm Produce Stand**



**Photo 2-18 Fertilizer Company Booth**

## **[D09-2] Improvement and the Issues Survey in Waste Collection and Transportation**

### **[D09-2-1] Impact of Litigation by WEMAK**

After WEMAK filed a court case against NCC on 9<sup>th</sup> of October, 2014, JEWAKA filed a similar suit currently in the Kenyan national court. The reason for the suit is that the bidder acting in the franchise PP has a waste collection monopoly that unlawfully threatens others' ability to work. As of 20<sup>th</sup> of December, 2014, WEMAK members' right to collect waste is preserved, and NCC is prohibited from enforcing the prohibition. WEMAK continues to engage in waste collection activities at the time of writing. As a result, SIFA (the company acting under the franchise PP) is experiencing difficulties with increasing their customer base.

### **[D09-2-2] Unification of Waste Collection and Transportation Permit**

As to the matter of waste collection and transport operation in Nairobi, it is necessary to obtain permission from the National Environment Management Authority (NEMA). The terms are outlined in **Table 2-19**.

**Table 2-19 Waste Collection and Transportation Permit Contents to be Issued by the Department of Environment, NCC and the NEMA**

	Subject to Permission	Permission Criteria	Period of Validity	Terms of Withdrawal	Number of Withdrawals	Number of Registered Cs
DoE, NCC	Waste collection operation details	Conformity with the bidding documents	One year after application	In case of not fulfilling examination criteria	None	16 as of September 2015
NEMA	Waste collection vehicles	Photos, inspection reports, insurance	One year after application	None	None	128 as of 2014

The greatest difference in the terms of authorisation is that the DoE inspects the general details of waste collection, while NEMA inspects the manner of using the waste collection trucks. Primarily, it can be said that the companies holding permission from both the DoE and NEMA are suitable, but currently it is not clear which ones have permission from only NEMA. Therefore, the DoE plans to discuss with NEMA to standardise the criteria.

As of September 2015, the DoE does not grant WEMAK members' authorisation, which explains the abnormally small number of 16 PSPs who have been granted permission. In addition, many small scale PSPs in Nairobi belonging to WEMAK has been collecting waste in Zone 7, and then member companies of WEMAK have not been issued the permission accordingly. (Refer to **Annex 3.4 NEMA Permission Data of Waste Collection Company**)

### **[D09-2-3] Illegal Dumping Landfill of Waste**

The illegal dumping site of Mukuru Kwa Njenga is a quarry site used as a landfill. It is pushing the residents away, and is close to becoming overfull. The landfill receives general household waste



and leftover construction waste, and this construction waste was laid down and covered with soil to serve as an access road. Compared to the road to the Dandora Dumpsite, its quality is better. However, there are fires which cause smoke clouds around the landfill, and damage to the health of the waste pickers is a concern. Furthermore, there are prefab residential housing construction activities at the entrance which could potentially be sold, but land subsidence and gas emissions continue to be a concern. The state of illegal dumping points is shown in **Photo 2-19**, **Photo 2-20**, and **Photo 2-21**.



**Photo 2-19 State of the Landfill**



**Photo 2-20 Settlements at the Landfill**



**Photo 2-21 Panorama of the Landfill**

**[D10] Evaluation and Feedback of the Franchise System Introduced PP [Term 4]**

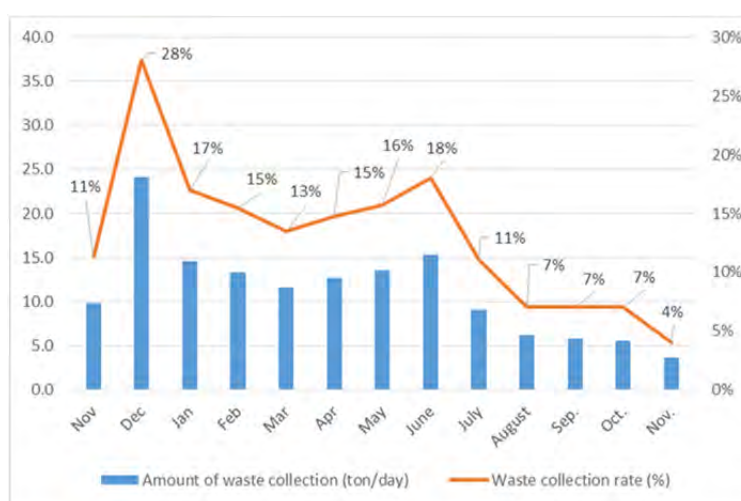
**[D10-1] Research and Implementation and Feedback of the Evaluation of the Collection and Transportation Situation of Waste after the Franchise System Introduced**

**[D-10-1-1] Collection and Transportation Situation of Waste**

SIFA began waste collection in Zone 7 in November 2014. Waste collection volume in Kilimani and Kileleshwa, as well as the change in the number of contractors is detailed below.

**(1) Conditions of Waste Collection in Kilimani and Kileleshwa**

As shown in **Figure 2-19**, waste collection volume started off well in November 2014, growing to 24.1 tons/day in December, with a collection efficiency rate of 28%. This was accomplished through

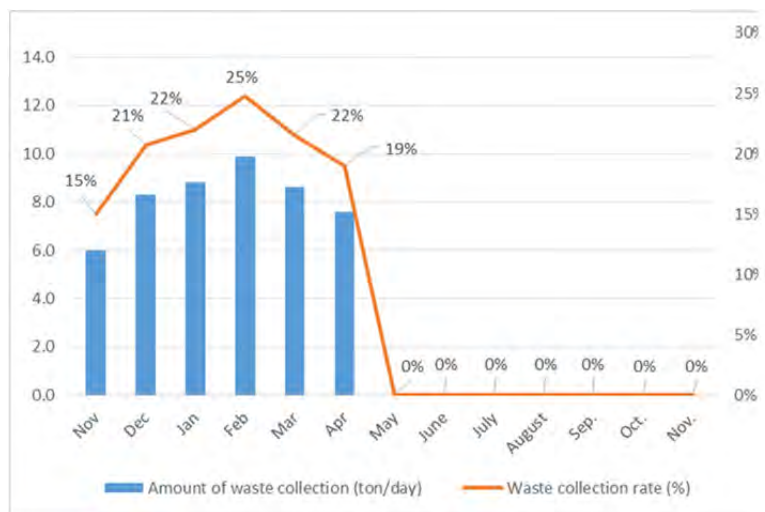


**Figure 2-19 Volume of Waste Collection in Kilimani and Kileleshwa**

customer acquisition by SIFA and NCC’s opposition to the crackdown on the PSP. After that, waste volume and collection efficiency declined from January to June to an average of 13 tons per day, at an average collection efficiency of 13-18%. This was due to NCC’s inability to continue prohibiting the existing PSP from collecting waste after PSP received protection from a court order. Waste collection volume declined further in July and August to 3.7 tons per day, and collection efficiency fell to 4%. This is rooted in stopping previous contractors from collecting waste at no charge.

(2) Conditions of Waste Collection in Kangemi

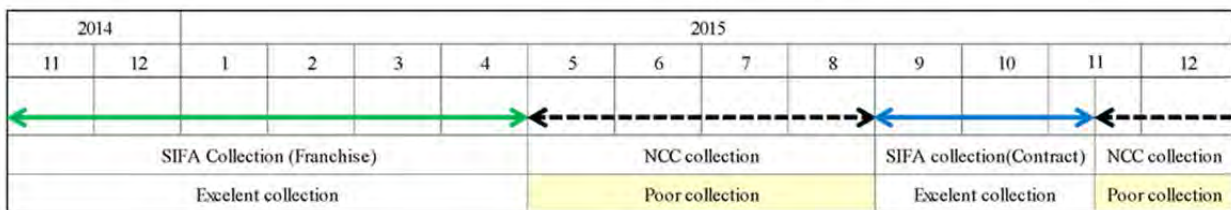
**Figure 2-20** shows waste collection volume in Kangemi starting off well in November 2014 and growing to 9.9 tons per day by February 2015, at a collection rate of 25%. However, the growth of waste collection by SIFA in Kilimani and Kileleshwa ceased by May of that year. When we look at the time frame of the state of waste collection, the CBO organisation “Clean Vision” was running adequately, collecting waste from four designated points and transporting all of it to Dandora, thus improving the state of the environment. On the other hand, waste transport by SIFA was stopped in May of the same year because the vehicles managed by NCC were insufficient for collecting from the four points. A lot of waste was left behind, and the condition of the surrounding environment suffered.



**Figure 2-20** Volume of Waste Collection in Kangemi under the Franchise System

After that, NCC began a contract with SIFA to do the transport in order to improve the situation, beginning 4<sup>th</sup> of September 2015. As a result, waste transport returned to its previous state, and the surrounding environment improved.

However, budget allotments from NCC to SIFA were insufficient, and SIFA waste collection ceased on 15<sup>th</sup> of November 2015. This is shown in **Figure 2-21**.



**Figure 2-21** Change in Waste Collection Points at Kangemi

The flow of cash between SIFA and NCC is as follows. The Green Vision CBO collects between 50 and 80KSh per month from each household and transports the waste to the collection box. SIFA carries the waste from the collection point to the Dandora disposal site, and receives a commission of 2,100KSh / ton from NCC. Green Vision then pays a transport fee of 300KSh/ton to NCC. The state of the four collection points is shown in **Photo 2-22** to **Photo 2-29**.



**Photo 2-22 Cemetery Collection Point,  
2015.06.25**



**Photo 2-23 Cemetery Collection Point,  
2015.09.24**



**Photo 2-24 Lift Valley Collection Point,  
2015.06.25**



**Photo 2-25 Lift Valley Collection Point,  
2015.09.24**



**Photo 2-26 Gichagi Collection Point,  
2015.06.25**



**Photo 2-27 Gichagi Collection Point,  
2015.09.24**



**Photo 2-28 NITD Collection Point,  
2015.06.25**



**Photo 2-29 NITD Collection Point,  
2015.09.24**

In the graph below, the blue bars represent customers in Kilimani and Kileleshwa who paid for waste collection. There was an increase until March, but after a drop in April numbers stabilised. The red bar represents non-paying customers, and it can be seen that the numbers were high from March to June, and decreased thereafter.

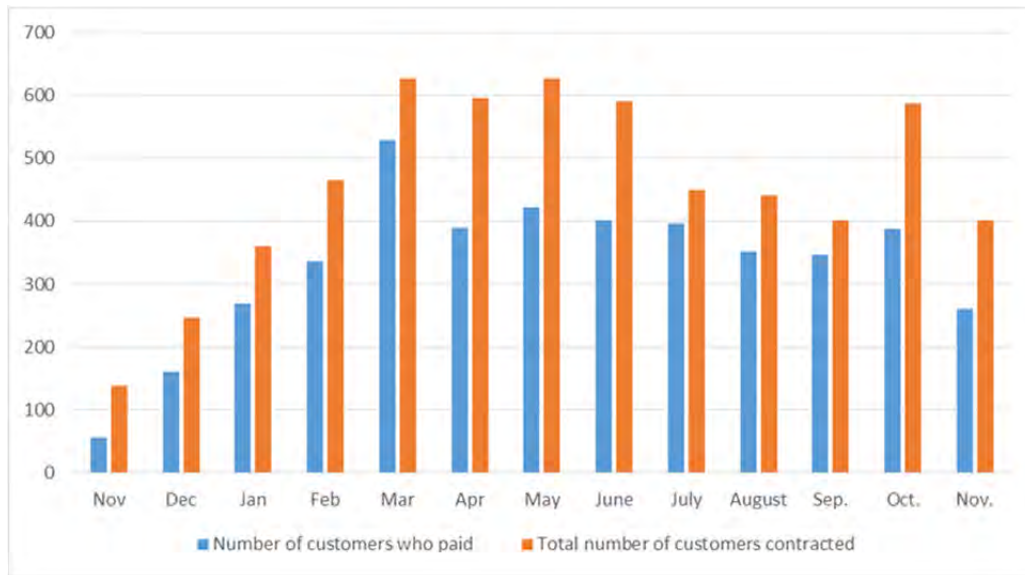


Figure 2-22 Number of Contractors in Kilimani and Kileleshwa

**[D10-2] Implementation and Feedback of the Investigation and Evaluation of Management Balance of Payments Situation of SIFA**

As shown in **Figure 2-23**, income from SIFA waste collection in Zone 7 increased until March of 2015 which saw an income of 624,000KSh. After that, a downturn in income was observed, to 351,169KSh by November.

On the other hand, income from waste collection in Zone 7 (shown in **Table 2-20**) was estimated to be 18,400,000KSh per month, of which 2,646,000KSh was to come from commercial waste. However, the total revenue for both was predicted to be 21,046,000KSh. The real income 351,169KSh as of October is very low, at about 1.7% of what was predicted.

In light of this, the franchise system seems to be in a state of dysfunction. NCC was encouraged to make a settlement with WEMAK as soon as possible; it was a necessary measure to establish the franchise system.

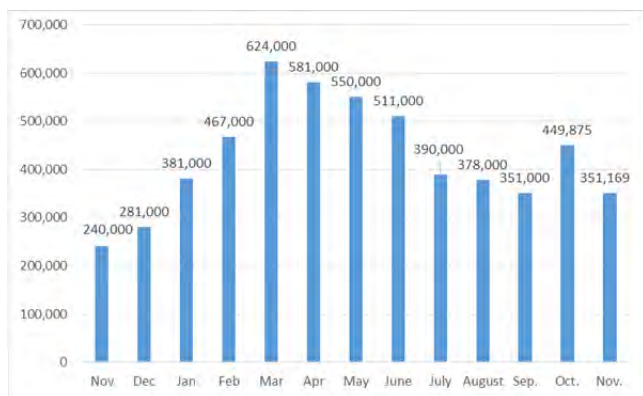


Figure 2-23 Waste Collection Revenue of SIFA (KSh)

(Refer to Annexes 3.5 - 3.15 SIFA report)

Table 2-20 Waste Collection Revenue Forecast in Zone 7

Domestic Waste Collection Fee				
		Number of household	Unit Collection Fee (KSh/Household)	Total Collection Fee (KSh/month)
1.	Kilimani	12,000	800	9,600,000
2.	Kileleshwa	11,000	800	8,800,000
3.	<b>Total</b>	-	-	<b>18,400,000</b>
Business Waste Collection Fee				
		Amount of business waste (ton/day)	Unit collection fee (KSh/ton)	Total Collection fee (KSh/month)
4.	Kilimani	34	2,100	2,142,000
5.	Kileleshwa	8	2,100	504,000
6.	Kangemi	10	300	90,000
7.	<b>Total</b>	-	-	<b>2,646,000</b>
	<b>Grand total (3+7)</b>	-	-	<b>21,046,000</b>

### **[D-10-3] Implementation of the Investigation and Measures of the Problems in the Franchise System Introduced**

#### **[D10-3-1] Improvement of the Relationship between the NCC and WIMAX**

The root cause of the franchise system introduction PP's inability to function is due to the WEMAK court settlement. Therefore, it is necessary for NCC to listen carefully to the views of the WEMAK side with the intention of coming to an agreement as soon as possible.

However, NCC believed that they discussed the franchise system introduction with the procurement department and legal affairs bureau numerous times, and there was no problem with the law. They would still dispute that, and as yet there is no settlement.

Therefore, JET had meetings with WEMAK two times and discussed how to come to a settlement. WEMAK says "the 37 PSPs collecting waste in Zone 7 will cooperate with the activity of JET" and they trust JET. To improve the relationship, JET announced the items below to NCC in consideration of the opinions of WEMAK.

- (1) Protection of Small Scale Operators
  - 1) Future bidding in Zone 1 or Zone 6 will be specifically targeted to members of WEMAK to in order to protect small PSP.
  - 2) In other zones, specific countermeasures will be considered; for example, targeted bidding invitations to small PSPs, or listing on the specifications that their reputation will improve if they are subcontracted. In this case NCC will discuss the rate of subcontracts with WEMAK.
- (2) Guaranteeing Dandora Landfill Maintenance and Security
  - 1) Implementation of Dandora access road maintenance as well as improving the dumping site throughout the year
  - 2) In regard to security protection, endeavouring to prevent theft, implementation of guarding by NCC
- (3) Recovering the Trust of NCC
  - 1) Directly after NCC began the franchise system, non-SIFA waste collection operators began illegally working. However, this activity was protected because of a court order, and it could not be exposed as illegal.
  - 2) Because of that, currently there is information gathering on companies that were not authorised to do waste collection and transport. It is also important to have a meeting with few people to come to an understanding.

## (4) Prevention of Illegal Dumping

- 1) It is important that NCC cooperates with NEMA to expose illegal waste dumpers and endeavour to stop illegal dumping.

(Refer to **Annex 3.16 Minutes of JET and WEMAK Meeting**)

(Refer to **Annex 3.17 Minutes of JET, JICA Evaluation Team and WEMAK Meeting**)

(Refer to **Annex 3.18 WEMAK Preliminary Proposal**)

(Refer to **Annex 3.19 Advice for Reconciliation of the Court Case against WEMAK**)

NCC submitted the above items to JET and, under the DoE, and on 10<sup>th</sup> of November, 2015, 3 members of the NCC side of Chief Officer Dr. Oyake, Director of Environment Mr. Muraya, and Ms. Patricia met with the WEMAK chairman Onyancha.

At that meeting, NCC wished to quickly get the franchise system introduction PP back on track. To do that, the mission of getting a contract for the franchise system zone was explained to WEMAK.

WEMAK displayed a tentative understanding the need to improve the environment around the Dandora landfill, and regret of protesting NCC's applying a firm prohibition (against inferior work), and then NCC finally explained its improvement of the Dandora landfill.

WEMAK took this understanding of NCC's proposal to its members and sent a response to NCC on 20<sup>th</sup> of November 2015. The contents are detailed below.

## (1) WEMAK Called Off 2 Judgments under the Following Conditions:

- 1) Re-examination of all franchise zones
- 2) Re-examination of CBD waste collection under Creative Consolidated contracts
- 3) Re-examination of franchise system pilot project under SIFA contract
- 4) Re-examination of Zone 9 franchise system PP under Zoa Taka contract
- 5) Re-examination of bidding from Zone 1 to Zone
- 6) Abolition of zoning in Nairobi and allowing WEMAK members to collect waste freely
- 7) NCC reimburses WEMAK for damages caused during crackdowns
- 8) NCC grants WEMAK members a license for waste collection

## (2) Proposals for the Franchise System from WEMAK as Follows:

- 1) Possibility of free competition among PSP holding licenses for waste collection in high and middle income neighbourhoods in Nairobi
- 2) Waste collection in low-income areas should be done in proportion to that of the middle and high income areas. For example, for three trucks per day, one truck should be collecting in a low-income area.
- 3) Payment of Dandora landfill site maintenance costs through a fund
- 4) Franchise system zoning based on public opinions of WEMAK and Kenya Alliance of Resident Associations (KARA)
- 5) Returning the newly established franchise zones to current establishment in a white paper

The details above were in the document submitted by WEMAK, but the process of negotiation is ongoing.

(Refer to **Annex 3.20 Minutes on Consensus in SWM**)

(Refer to **Annex 3.21 WEMAK Response to NCC Request 20th Nov 2015**)

### **[D10-3-2] Consultation with the PSP Companies with Respect to Franchise System**

(1) Discussion with Bins Nairobi Services Limited (BINS)

On 12nd of October 2015, a discussion was held in the BINS office with Maeda, Takeuchi, and Samson of JET, and General Manager Mr. Hardard Macharia on the franchise system. The details of the discussion are outlined below.

- 1) As BINS is not a member of WEMAK, it is not one of the parties taking legal action.
- 2) BINS took part in the bidding; however it did not win the bid. For that reason, it did not reply to NCC's query. It was necessary that NCC explain in detail the primary factor for (BINS) losing the bid. (Refer to **Annex 3.22 BINS notification of regret zone 9**).
- 3) It was difficult to fill out the bidding documents. Therefore, (BINS) wished to follow JET at the next time of bidding.
- 4) The support of JET and NCC is necessary to collaborate with CBO.
- 5) In starting the franchise system, the support of NCC's sub-county and ward officers is necessary.
- 6) As Zone 7 is too large, it would be better to make 6 subdivisions. A JV would be possible.
- 7) The franchise fee of 15% is too high; 5% would be more suitable.
- 8) After opening the bidding, two weeks to prepare the bidding documents is too short. A minimum of 30 days is needed.
- 9) The 3-year contract period is short. Keeping in mind the depreciation of trucks and machinery, (BINS) would prefer a 7-year contract.
- 10) BINS carries all waste to the Dandora landfill, however they wish for improvement as the access road coordination at the site is poor. As a countermeasure, transported waste could be shipped on a conveyor.

**Photo 2-30 to 32** show the transshipment facility, the workshop and the parking area of BINS, respectively.



**Photo 2-30 Waste Transfer Facility**



**Photo 2-31 Workshop of BINS**



**Photo 2-32 BINS Parking Area**

- (2) Discussion with ZOA TAKA Ltd. (ZOA TAKA)
- 1) On 13<sup>th</sup> of October 2015, a discussion was held at the TAKA office between Maeda and Takeuchi of JET and General Manager Mr. Ngugi Wanyoike of ZOA TAKA on the franchise system. The details of this conversation are outlined below.
  - 2) The contract signing for the Zone 9 franchise system was completed on 9<sup>th</sup> of October, 2015. The details of the submission documents were complicated, and therefore ZOA TAKA requested a consultation at the time of bidding.
  - 3) ZOA TAKA has more than 20 years' experience in waste collection, currently owns 7 trucks, of which 3 were compact trucks that were being phased out. In beginning the Zone 9 franchise, an additional 5 trucks would be needed.
  - 4) From now on, relying on a consultant, waste collection area maps and customer lists were drawn up, citizen awareness, etc. was planned, but 3 months would be needed to carry this out.
  - 5) PSP offering waste collection cooperation would not be refused. ZOA TAKA would like to collaborate.
  - 6) Discussion with the Provincial Administration (District Office) is necessary for waste collection in the low-income area of Mukuru. The cooperation of JET and NCC is requested.
  - 7) The main target for waste collection in Zone 9 is waste resulting from industrial activities and the like.
  - 8) Distribute 3 types of liner bags for waste collection.
  - 9) The 3-year contract period is too short. Keeping in mind the depreciation of machinery, a 5 to 10 year contract would be better.
  - 10) ZOA TAKA wants a 3-month preparation period after winning the bid.

(3) Recommendations on Improvement of Conditions of the Franchise System Introduced PP Based on Discussions with PSPs

Based on the review of the franchise system introduced PP and discussions with PSPs, the conditions of the PP should be reconsidered and revised by the following issues:

(Refer to **Annex 3.23 Advice for Improvement of Implementation of the Franchise Project**)

- 1) NCC should extend the duration between announcement and submission of PQ documents from 2 weeks to at least 30 days in the next tender.
- 2) NCC should extend the duration between announcement and submission of tender to at least 30 days in the next tender.
- 3) NCC should conduct the implementation of franchise project as scheduled in the tender documents of the next tender.
- 4) NCC and the franchisee should work together to increase the number of customers by having meetings with large commercials and real estate agencies.
- 5) Continuous explanation of necessity of the waste tariff for the customers should be conducted by NCC and the franchisee.
- 6) Continuous explanation of necessity of the franchise fee for the franchisee should be conducted by NCC.
- 7) The franchisee should submit their financial data to NCC.
- 8) NCC should consider modification of the concept of the cross subsidy system including introduction of small zoning areas.

**[D10-4] The Introduction of the New Franchise System**

NCC implemented 3 new zones for the franchise system introduction. These new zones are Zone 1, Zone 6, and Zone 9, and they were introduced on 13<sup>th</sup> of May 2015 in the Standard news publication. The bidding deadline was 28<sup>th</sup> of May, and the bids were confirmed on 10<sup>th</sup> of June.

(Refer to **Annex 3.24 Franchise Tender Document-Franchise Zone1 Westlands**)

(Refer to **Annex 3.25 Franchise Tender Document-Franchise Zone 6 Langata**)



(Refer to **Annex 3.26 Franchise Tender Document-Franchise Zone 9 Embakasi S, Part of Makadara, Starehe and Kamkunji**)

The PSP that participated in the bidding are detailed below.

- (1) Zone1
  - 1. Garbage Dot Com Ltd.
  - 2. Mesh Group Ltd.
  - 3. Usafi Solid Waste Management
  - 4. Bins Nairobi Services Ltd.
- (2) Zone6
  - 1. Beta Best Enterprises
  - 2. Garbage Dot Com
- (3) Zone 9
  - 1. Gikkor Investment
  - 2. Solid Waste Management
  - 3. Bins Nairobi Services Ltd.
  - 4. Zoa Taka Ltd.
  - 5. Garbage Dot Com

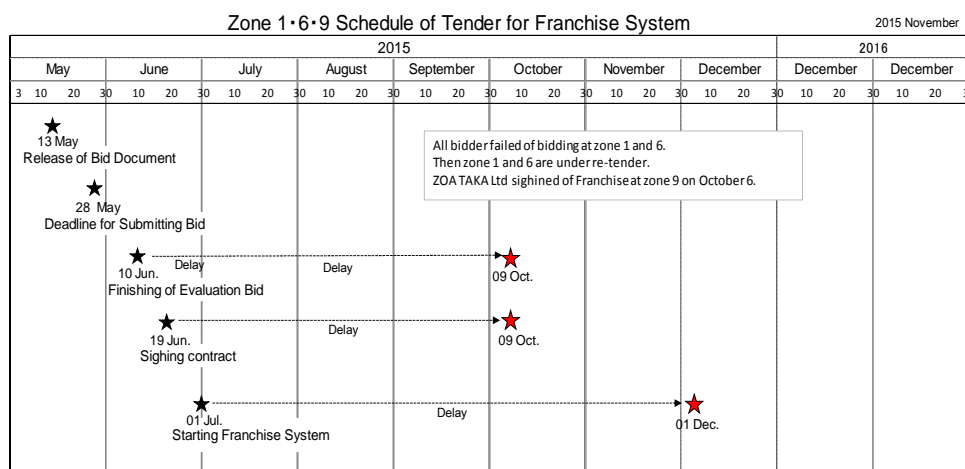
The bidding results were that the bidding documents for Zone 1 and Zone 6 were deficient, and therefore the agreement was ended. ZOA TAKA won the bid for Zone 9. The contract was scheduled to be signed on 19<sup>th</sup> of June 2015, but it was signed on 9<sup>th</sup> of October due to delays in the examination. (Refer to **Annex 3.27 Zone 9 ZOA TAKA Contract**)

From there, ZOA TAKA created a work plan, put in the request for supplies, and made contracts with customers. Finally, the Zone 9 franchise began on 1<sup>st</sup> of December 2015.

NCC’s inspection of bids takes time. In much the same way, the inspection for Zone 7 took time, and the franchise start date was also delayed. From now on, it is necessary for inspection time to be prompt.

This time, three of the zones were implemented without the PQ screening. Since the PSPs in WEMAK cannot participate in bidding, the small number of PSP can attend the bidding. Also, PQ evaluation could not be performed because sometimes there were few bidders due to the small number of PSPs because of conducting bidding in 3 zones at the same time.

The franchise system schedule for Zones 1, 6, and 9 are detailed in **Figure 2-24** below.



**Figure 2-24 Schedule of Tender for Franchise Zone 1, 6 and 9**

**[D11] Guideline for Waste Collection and Transportation by the Franchise System [Term 4]**

Currently, no guideline for waste collection and transport under a franchise system exists in Nairobi. Therefore, the details about the project implementation have been drafted in the Guideline for Franchise System Waste Management in NCC. Opinions were being collected from on the Nairobi side for the making of a practical guide, and then it was finalised.

(Refer to **Annex 4.2 Guideline for Franchise System Waste Management in Nairobi City County**)

**Output 3: NCC's Capacity is Strengthened in Terms of Involvement of CBOs for Solid Waste Collection and Transportation.****[A15] Problem Identification of Waste Collection in Slum Areas [Term 1]**

In order to successfully implement the PP for improving waste collection and transportation in the slum areas, a field survey was carried out to find problem and analyse current situation. The target slums for the field survey were carefully selected based on a) there is/are CBO(s) which is actively involved in waste management is present in the area, and b) selected area is NOT geographically biased within the City of Nairobi.

From this field survey, many issues have become evident which needs to be tackled in the pilot project. Some of the issues include, a) not all residents subscribe waste collection services provided by CBOs, and b) illegal dumping of household waste is very common.

**[A16] Designing of the Pilot Project for CBOs Involvement in Waste Collection in Slum Areas [Term 1]**

In slum areas, CBOs find their clients and collect fees by themselves. The collected waste is transported by the CBO members to NCC's designated collection points. The fee is mainly collected during the waste collection services and become a part of their operational funds. As the increase of client base means the increase of CBOs' income, client acquisition is a part of their routine task.

With the understanding of the waste management in slum areas, C/P and JET proposed two models in designing the PP.

**[A16-1] Waste Bank System**

A waste recycling system, widely adopted in other country and commonly called as Waste Bank System, was considered to be introduced in PP area. In this system, CBOs will function as a bridge between the residents and recyclers by providing collection points and hand them over to recyclers. Types of recyclables in the system include plastics, metals, and glass bottles. Clients (households) discharge those recyclables to CBO, and then CBO sells them to recycling plant. The revenue become the management funds as well as incentivise to clients (households) once some form of article is given/paid to clients (households).

**[A16-2] Tariff Discount System**

Tariff Discount System was considered as an option to a) give a clear financial incentive for the households to sort the recyclables from waste at home, and b) promote their willingness to participate in the project so that it should encourage the community involvement. The roles of clients and CBOs as well as the types of waste are similar to those of Waste Bank System, but this tariff discount system gives financial incentives directly to the residents according to their level of waste management effort.

### **【A16-3】 Baseline Survey**

It is necessary to understand the status of waste management in the target areas prior to commence the PP in order to properly evaluate the outcome of the PP. C/P and JET jointly considered the following elements as the main components necessary for the baseline survey.

- a) Understanding, behaviour and attitudes of the residents in the selected sites.
- b) Physical factors of waste issues in the selected sites.
- c) Capacity of the appointed CBOs for waste management in the selected sites.

The items a) and c) were conducted by interview survey while item b) was done by field survey including actual measurement of the waste accumulations.

### **【A16-4】 Procurement of Equipment**

The two selected CBOs which will be discussed in later section were serving approximately 300 clients in their areas, respectively. Their existing tools and equipment were not enough as the number of clients was expected to increase up to 1,000 through the PP. Therefore, equipment/tools, such as wheelbarrows, handcarts, gloves and gumboots, were procured to each CBO based upon their coverage areas, collection time, and the volume of waste that can be handled per route.

### **【A17】 Selection of Pilot Project Area and Consultation on Project Implementation**

#### **【A17-1】 Selection of PP Site**

Selection of the PP sites, in other words selecting CBOs who will become the partner in the PP implementation, is one of the most crucial steps in the PP preparation. C/P and JET as a team carefully considered the selection process and criteria.

Selection of the PP site was done in two steps. Primary step was screening through reviewing exciting documents and NCC's database. The second step was to look into more details about candidate CBOs working in the screened sites. The reviewed details include their activity areas, experiences in waste management, and current activity situations. Four important subjects in implementation of PP analysed in this step are:

- a) Size of the activity area: There are sufficient numbers of household, i.e. 1,000 households or more, in the activity area.
- b) Existence of functioning CBO: CBO has sufficient knowledge and experiences on solid waste management and is recognised by chiefs and village elders.
- c) Cooperation from local leaders: Chiefs and village elders are cooperative to the CBO.
- d) Accessibility of the site: NCC waste collection trucks can easily access the site and distance from NCC truck depot as well as Dandora landfill site are not too separated apart.

#### **【A17-2】 Consultation on Project Implementation**

Workshops targeting the CBO members who are engaged in waste collection and transportation were held in the 2 selected areas in order a) to explain the PP and b) to gain ideas and viewpoints from the CBO waste collection staff who actually work on the ground.



**Photo 2-33 Group Discussion in Soweto West**



**Photo 2-34 Presentation of the Result of Group Discussion with Other**

Although the implementation of the PP was originally planned during the first term of the project, it was unanimously agreed among relevant bodies that the implementation should be postponed until May or June, 2013 since general election was planned to be held on 4<sup>th</sup> of March, 2013.

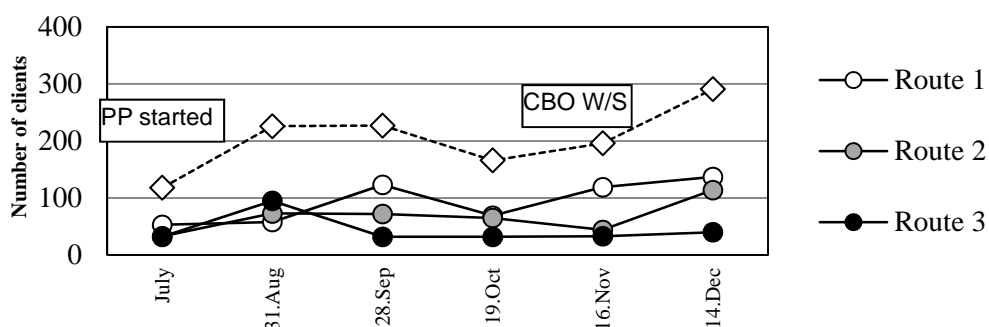
**[B10] Public Explanatory Meetings Targeted at Residents in PP Area [Term 2]**

Public explanatory meetings targeted at residents living in the PP area were aiming to a) sensitise and explain the PP implemented by NCC and JICA, and b) mark as a kick-off event to engage as many residents as possible in the PP. Prior to the explanatory meeting, several steps were taken as it makes the effort more fruitful. The steps started from workshops targeting the CBO members, and then local leaders, and finally area residents.

**Table 2-21 Types and Content of Meeting for PP Promotion**

	Type of meeting	Target	Content of the Meeting
1.	Workshop	CBO members	Purpose of the PP, introduction of the tariff discount system, waste collection procedures, and waste segregation/recycling
2.	Leaders meeting	Local leaders	Purpose of the PP, implementation mechanisms of PP, and discussions
3.	Public consultation meeting	Area residents	Purpose of the PP, explanation of tariff discount system, waste collection procedures, waste collection sheet, waste segregation/recycling.

Through these activities, the number of clients CBO provided service steadily increased after the commencement of the PP. The changes of the number of clients in Kibera are shown in **Figure 2-25**. This also explains dramatic increase of the number of clients in each route from July to August 2013. The number once decreased from September to October 2013; however it was steadily increasing since November 2013. The total number of households in the target area is estimated at approximately 2,400.



**Figure 2-25 Changes in Number of Clients in Kibera after the PP Commencement**

**[B11] Implementation of Clean-up Campaigns in PP Area [Term 2]**

**[B011-1] Clean-up Campaigns at the Time of PP Commencement**

Clean-up campaigns were carried out in both PP areas (Mukuru and Kibera) before the commencement of the PP in order to remove waste scattered around the area and to keep the area clean through the PP activity. In clean-up campaigns, CBO was in charge of mobilisation of the general public and NCC was in charge of arrangement of collection trucks and provision of necessary equipment such as spades and liner bags. On the day of the events, CBO members together with the general public cleared the waste from waterways and ditches in order to clean the environment and to improve the hygienic condition.

**[B011-2] Clean-up Campaign after the Commencement of the PP**

After 6 months from the PP commencement, the accumulation of the illegally dumped waste in the PP area inevitably accumulated to the extent that it could no longer be overlooked. Furthermore, the

number of clients CBO serves has not increased as expected. Thus, second clean-up campaign was carried out to a) sensitise the public and improve the environment again and to b) gain more attention to the PP and thus increase the number of clients.

## **[B12] Implementation of PP [Term 2]**

### **[B12-1] CBO Member Exchange Program**

In general, CBO members were familiar with their own activity and condition of their locality; however, they know very little about other slum area or CBO activity in the other slum even though both are engaging in the same waste collection activity. For this reason CBO Member Exchange Program was carried out for the two CBOs (Mukuru: VICCO, Kibera: ERIKK) prior to the commencement of PP in early July 2013. In this program, a few member of a CBO visited the other CBO to learn from the other CBO's activity by participating in their normal waste collection activity.



**Photo 2-35** Sorting Waste in CBO Exchange Programme

From this exercise, ERIKK, for example, used to emphasise on increasing knowledge on recyclables, but through the programme, they adopted VICCO's methods to increase the volume of recyclable collected by better sorting technique, i.e. using nylon sacks (See **Photo 2-35**).

### **[B12-2] Commencement of the PP [Term 2]**

PP started on 7th (Sun.) of July 2013 in Mukuru and 14th (Sun.) of July 2013 in Kibera.

Two different systems have been proposed for the PP, namely tariff discount system and waste bank system. Both CBO chose tariff discount system since a) clients can find the incentive directly in the form of cash (cash necessary for the waste collection service) and b) it is easier for CBO since they have introduced the discount system to a limited number of their client in pilot bases already.

In the PP, CBOs are supposed to carry out the following: a) record the client/waste and fee collected in Waste Collection Sheet, b) waste collection by teamwork, and c) use tariff discount system and existing full tariff system according to clients' preferences.

After the commencement of the PP, the number of client has steadily increased in Kibera. The client number jumped from 180 household prior to PP to 450 household in October. The volume of recyclables collected by the CBO also has increased through both waste segregation at home and by using nylon sacks.

Some serious problems in one of the CBO have surfaced that hinder the continuation of the PP in that particular area. Those serious issues were a) monetary demand in implementing PP, b) harassment to JET members, and c) use of illegal drugs by CBO members. It was decided that PP was terminated in Mukuru in September 2013.

From the experience above, PP in next phase will be carried out in the following manner.

Site Selection Process	<p>Top two CBOs / NGOs, which were selected through the new selection process, should be invited to a final (confirmative) discussion with JET / NCC.</p> <p>-----</p> <p>A. In this meeting, the CBOs / NGOs should express their expectation in this pilot project while JET / NCC should explain the roles of all involved parties in this scheme.</p> <p>B. Based on the expectations of CBOs/ NGOs, JET / NCC will assess their needs. At the same time, JET / NCC will analyse the gap between their needs and NCC's capacity as well as JET's budgetary restriction.</p> <p>D. JET / NCC will also discuss MoU to be agreed with CBOs / NGOs.</p> <p>E. If there should be any issue through the process A to D, JET / NCC will invite the third or fourth best CBO / NGO for this final (confirmative) discussion.</p>
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**【B13】 Monitoring and Evaluation of PP [Term 2]****【B13-1】 Monitoring of PP**

In the PP, monitoring activities were carried out. Some of the main item that was monitored include, waste collection practice in the field, volume of waste accumulated at the collection point, awareness of residents, and other important indicators.

**【B13-2】 CBO Workshops**

In November 2013 and in February 2014, three months and six months after the commencement of PP accordingly, CBO workshops were held in order to share the progress of PP and to discuss challenges and countermeasures.

Challenges, possible cause, and their countermeasures were discussed as follows.

Challenges	Possible causes	Solutions
Increase of the volume of illegal dumping (No observation of the reduction)	<ul style="list-style-type: none"> <li>No clear plan of the usage of the sites after the clearance of the illegal dumps</li> <li>Lack of awareness of residents</li> <li>Lack of enforcement of laws</li> </ul>	<ul style="list-style-type: none"> <li>Stronger enforcement by NCC</li> <li>Awareness raising of residents</li> <li>Exercising caution among neighbourhood</li> </ul>
Decrease of the volume of the waste collected by CBO	<ul style="list-style-type: none"> <li>Seasonal effects (Rain washed away the waste in drainage in rainy season therefore people tend to dispose waste illegally)</li> <li>Irregular waste collection by NCC trucks</li> </ul>	<ul style="list-style-type: none"> <li>Improvement of communication skills</li> <li>Marketing efforts to ex-clients</li> </ul>
Decrease of the number of clients	<ul style="list-style-type: none"> <li>Improper client management by CBO members</li> <li>Irregular waste collection by NCC trucks</li> <li>Competition with other CBOs</li> </ul>	<ul style="list-style-type: none"> <li>Facilitation of setting up a client group living in the same plot in order to help each other</li> </ul>

**【C12】 Selection of Expanded/New PP Site and PP Design [Term 3]**

In the beginning of this fiscal year's activities, lessons learnt from the experiences in the previous year activities were reviewed again so that they will be properly reflected to this year's activities. Furthermore, in order for the counterparts to engage themselves in the project, the roles and responsibilities of each parties involved were reviewed and confirmed.

**【C12-1】 Lessons Learnt and Measures**

PP was carried out targeting ERIKK CBO of Kibera and VICCO CBO of Mukuru in the first and second year of the project. During this period, PP was carried out relatively smoothly in Kibera whereas in Mukuru the PP had to be given up due to various reasons. From the lessons learnt here, roles and responsibilities of each parties involved were once again confirmed as below. (see **Table 2-22**).

**Table 2-22 Roles and Responsibility of the Parties Involved in the PP**

Parties involved	Roles
NCC	<ul style="list-style-type: none"> <li>Layout basic design of PP</li> <li>Check / monitor and control contractor's work</li> <li>Oversees the entire PP</li> </ul>
JET	<ul style="list-style-type: none"> <li>Sign contract</li> <li>Guiding C/P and contractor</li> <li>Participate monitor and control of contractor</li> <li>Oversees the entire PP</li> </ul>
CBO/NGO	<ul style="list-style-type: none"> <li>Continue day-to-day work</li> <li>Assist NCC/JET/Contractor in identification / mobilisation of meeting, field work, participating designing and monitoring process.</li> </ul>

Parties involved	Roles
Contractors	<ul style="list-style-type: none"> <li>• Engage all parties &amp; works are stipulated in TOR, including: <ul style="list-style-type: none"> <li>✧ Identify and confirm the capacity of CBO operating in the target PP area and develop operational map which support their activities in PP</li> <li>✧ Conduct needs assessment</li> <li>✧ Develop and implement PP for strengthening the capacity of CBOs.</li> <li>✧ Develop awareness raising strategy</li> <li>✧ Carry out monitoring and evaluation of the PP</li> <li>✧ Develop progress and final reports</li> </ul> </li> </ul>

### 【C12-2】 Selection of PP Target Area

Based on the result of the review done in 【C12-1】 above, this year's PP area is targeted as follows:

- a) Kibera area including the area covered by ERIKK in Soweto West
- b) Kangemi area where Franchise PP is targeting

Both areas are familiar to the project members and CBO and residents are already known the places. Nonetheless, it is very important, as revealed above, to uncover and confirm the target CBO's activities and credibility, the team met with local leaders to a) explain the project, b) hear their reputations, and c) ask for their cooperation to the project.

#### [Kibera area]

In Kibera, area covered from northwestern tip of Kibera to where ERIKK operates in Soweto West was selected as target area. The team met with local leaders as well as local residents to identify the CBO in the SWM field and confirm their activities and credibility.

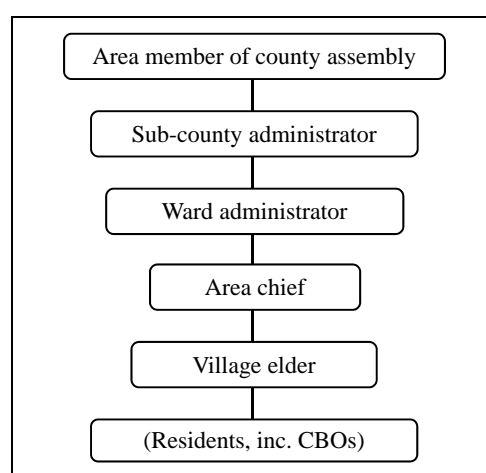


Figure 2-26 Administrative Structure of the Local Leaders

Table 2-23 CBO Dealing with Solid Waste Management in the Target Area

No.	Name of CBO	Activity Area	Approximate area served (m <sup>2</sup> )	Households Served
1.	E.R.I.K.K	Soweto West and Gatwekera	44,770	352
2.	Utilisation	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.	Tujjinue	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	-

Note: Soweto Youth halted their activity later on.

#### [Kangemi area]

In Kangemi area, CBOs operating in SWM had been already identified during Franchise PP planning phase. There had been two CBO, Clean Vision CBO operating in middle and western part of Kangemi and Waruku II operating in eastern part of Kangemi. These two CBOs approbate to the project and made a Memorandum of Understanding in spring of 2014 which specifies cooperation

in the waste collection works. From this, only one CBO, Clean Vision, become a target for the PP excise. The total number of household in the target area is estimated to be around 25,000.

### 【C12-3】 Preparation of Terms of Reference for Contract Works

PP was contracted out as previous years. Indeed, the counterparts played a major role in preparing the terms of reference for the contract works since a) necessity of proper management of contract work has been identified in the lesson learnt from the previous years, b) it is necessary to fully understand the each work in order to properly manage the contract works, and c) it is necessary for the counterparts to plan the project themselves so that they can duplicate the PP in another parts of Nairobi on their own in the future.

### 【C12-4】 Needs Assessment and PP Design

Although the field work on the implementation of the needs assessment and other subsequent works have been carried out by the contractor, NCC deeply involved in the development of questionnaires for interview survey to the residents, arranging community meetings, and awareness campaigns, as well as designing PP. NCC proactively engaged in all the steps. Needless to say, PP design was done taking into account that it would be easily applicable or be used as a references in extending the project in other area.

[Kibera]

In Kibera, NCC/JET has planned to expand the tariff discount system which had already been implemented by ERIKK; however, all 8 other CBOs identified the area expressed themselves to keep their identity or severalty.

Thus setting up an umbrella group to cover all their demand has become the first priority. Nonetheless, this process has been halted due to NYS (National Youth Service) activities mentioned in later section.

[Kangemi]

In Kangemi, only one CBO named Clean Vision is the CBO dealing with SWM in Kangemi; nonetheless, their organisational structure was found to be very inefficient with ambiguous positions.

### 【C12-5】 Challenges and Countermeasure

PP has been implemented in Kibera, Mukuru, and Kangemi. Different types of challenges have emerged in different area. **Table 2-24** shows the summary of the challenges and countermeasure for each area.

**Table 2-24 Issues and Challenges arose During the Past PP**

Issues/challenges	Cause	Countermeasure
Kibera		
Willingness to participate in the PP is reduced among CBO members	NYS started its initiative in Kibera (NYS pays daily allowance, or wage, but NCC/JET project doesn't pay. NYS also take away illegally dumped waste from the area for free)	Collaboration with NYS should be sought. Such collaboration should be sought as early stage as possible in implementation of the project or as soon as it becomes evitable that another organisation is working in the area in the same field.
Willingness to pay is shrunk among residents		
Lowered accessibility	Construction of walls on both side of train truck by Kenya Railway Corporation.	Find the optimal new waste collection point in cooperation with local leaders and CBOs.
Necessary to relocate waste collection points		



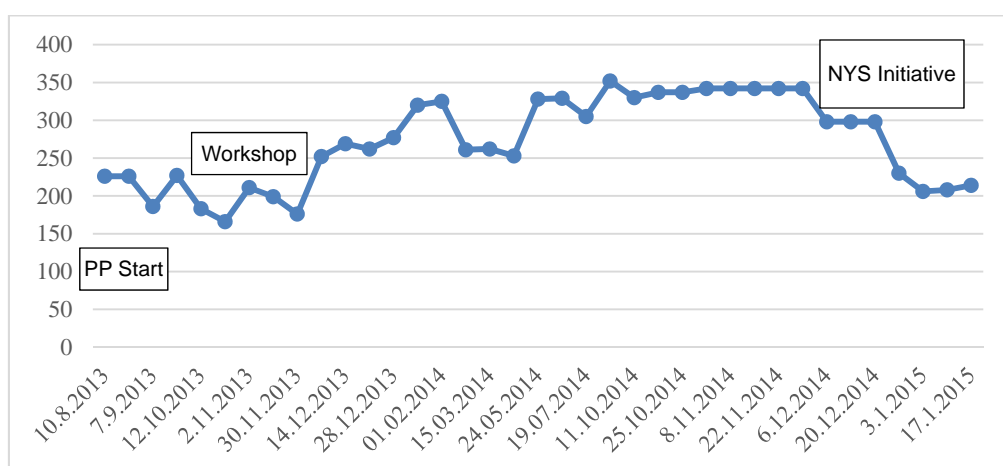
Issues/challenges	Cause	Countermeasure
<b>Mukuru</b>		
Demanding money to JET and contractor	Too accustomed to financial gain from donor organisations so that they expected NCC/JET would operate in the same way.	Explanation about the project needs to be thoughtfully done at the time of selecting a CBO. At the same time, interviews should be done to find out and confirm the CBO and their activities / behaviours / reputations.
Illegal drug used by CBO members	Although they are personal issues, the cause may well laid in weak management capacity of CBO as a group.	
Harassments for JET and contractor		
<b>Kangemi</b>		
Requires considerable time to change fundamental rules like constitution of the group.	Not enough time was allocated at the time of planning.	Plan the project with ample time to deal with any contingency.
Activities of other entity	Activity of a company has continued even though it should be excluded from Franchise area after franchise PP commenced.	Sensitise residents and promote proper enforcement by NCC.

In case a CBO identified in an area does not hold enough capacity or no CBO is existed, following actions can be consider to take with cooperation from local leaders, 1) new CBO dealing with SWM can be established, 2) calls for existing CBO of the area to enter SWM activities since some CBOs dealing with other activities like sports or education are most likely existed, 3) calls for CBO in neighboring slum area to be introduced in the area for SWM works, and 4) build capacity of those CBO members though workshops / seminars in the current PP.

### **[C13] Monitoring and Evaluation of PP [Term 3]**

Number of client base and waste amount were monitored. For ERIKK, data was added to last year's so that the trend becomes visible.

**Figure 2-27** shows the changes in number of client by ERIKK from the beginning of PP. Clientele ranged around 150-250 in the beginning, but jumped to 250-300 after some workshops / seminars were held in November 2013. After that it was gradually increased to 350 by the summer of 2014; however, the number suddenly dropped in December 2014. This period coincides with the time when NYS (National Youth Service) started to collect illegally dumped waste from the area for free.



**Figure 2-27 Changes in the Number of Clients for ERIKK**

**Figure 2-28** shows the changes in number of client by Clean Vision CBO. The figure clearly shows the increasing trend after the commencement of the PP from initial clientele of approximately 12,000. After

the start of PP, the CBO tried to obtain its new clients from a private company's clients since the company was thought to lease the area after the commencement of Franchise System in Zone 7. Unfortunately, the attempt was not so successful, thus, CBO later changed its strategy to gain its new clients from residents / apartment complexes who had not subscribed waste collection services. This effort was fruitful and expanding its client base. It should be noted, however, that increasing in client base stagnate from time to time which, coincidentally, matches the time when the waste is accumulated in the collection points, i.e., when SIFA refuses to come and transport the waste to the dumpsite. It cannot be clearly seen in the figure below, but during these periods, client base suffered near the collection point whereas clients was successfully increased in the area far away from the collection point.

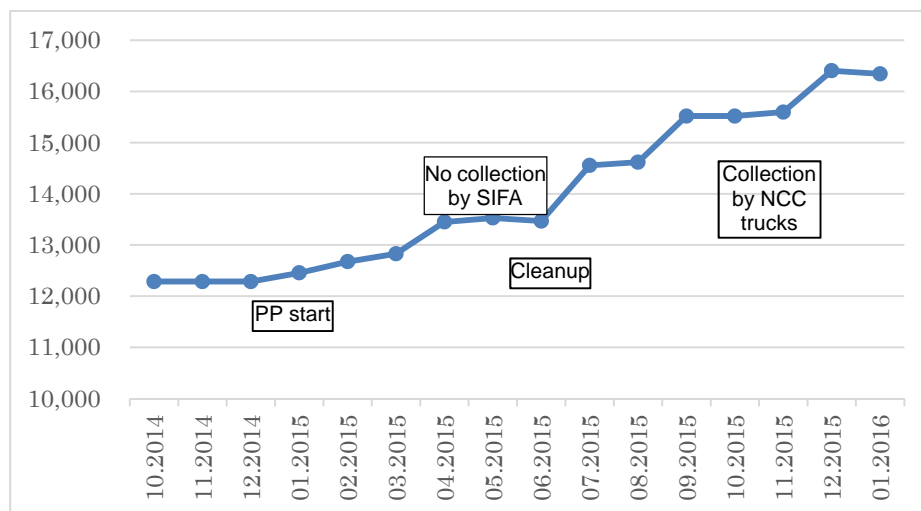


Figure 2-28 Changes in the Number of Clients for Clean Vision

### **【C14】 Preparation of Guidelines for the CBOs Involvement in Waste Collection in Slum Areas [Term 3]**

Based on the activities carried out to date, the guideline aiming counterparts to implement the project on their own after the project finishes was drafted. The guideline discusses some important points where special attention should be paid, items to be considered, and their explanations. Details of the content are as follows (see **Annex 4.3**):

#### Chapter 1: Introduction

- 1-1: Objective and background of the guideline
- 1-2: Summary of the guideline

#### Chapter 2: Each step for PP implementation

- 2-1: Planning of the PP
- 2-2: Preparation of the PP
- 2-3: Implementation and monitoring of PP
- 2-4: Evaluation of the result of the PP and considering improvement

Appendix: References from reports of PP implemented by contractor

**[D12] Continuous Monitoring of Implementation of Pilot Project for CBOs Involvement in Waste Collection in Slum Areas [Term 4]**

**[D12-1] Continuous Monitoring of Implementation of Pilot Project for CBOs Involvement in Waste Collection in Slum Areas**

In the final year of the project, monitoring and consultation on CBO activities were carried out in both Kibera and Kangemi in close collaboration with counterparts.

[Kibera]

Before reaching ways to collaborate with NYS, NYS actually withdrew from Kibera. Residents' awareness on proper solid waste management has been dropped considerably while NYS provided free waste collection service. The sudden desertion of free NYS service from the area resulted in accumulated illegal waste dumps in many parts of Kibera. Meanwhile, NCC run out of fuel budget therefore prevent NCC truck from going to slums and collect garbage, which obviously worsen the situation on the ground.



Early September, 2015



After NYS withdrew from Kibera  
Early December, 2015

**Photo 2-36 Designated Waste Collection Point**

In the meantime, three consecutive workshops were held to expand CBO activities. Especially in a session on CBO management, member expressed their views on NYS service, which was a) CBO members want NYS to return to Kibera and b) when NYS returns, CBO member wants the contract not individually but as a CBO group. This way NYS's effort is not only for individual youth, but community as a whole.

**Table 2-25 Summary of the Workshop**

Dates	Activities	Target	Content
10/12	CBO Management	Working Level (68)	Book keeping Finance management Linkages with industrial markets
11/12	Entrepreneurship in SWM	Management Level (35)	<b>Session 1</b> Client base retention <b>Session 2</b> 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)



Day 1 of the workshop



All Members (Last day of the workshop)

**Photo 2-37 Workshop in Kibera**

[Kangemi]

SIFA who is responsible transporting waste from Kangemi to Dandora dumpsite stopped its operation from Kangemi in October 2015, resulting heap of waste emerged in and round waste collection points. In such situation, the Clean Vision CBO has tirelessly trying to win the confidants from its client by, for instance, acquiring a “recognition letter” issued from NCC. Thanks to those efforts, clientele for Clean Vision CBO has not been changed much. Organisational operation has also shown promising outcome as over 100,000KSh had been retained per month. They are also eager to promote waste separation and composting in near future. NCC also has tried to assist Clean Vision by introducing recycling plant and giving other advices.

**Photo 2-38 Status of Cemetery Site after SIFA Stopped its Operation****Photo 2-39 Separated Waste Stream for Recycling (Plastics)**

### **[D12-2] Analyse the Outcome of the Monitoring**

Counterparts have been gaining experiences on series of activities relating to CBO coordination from the first step to the end; thus, with help from the guideline developed, they are now in the stage where they can expand the CBO coordination activity to whole of Nairobi. It should be noted that numerous difficulties or challenges faced the team; however, the team not just overcame the problem each time but they learnt the difficulties as lessons. They can aggregate the individual CBOs that have separate interests under one umbrella organisation and develop their capacities. This can be a base of CBO coordination activity when expanding to other parts of Nairobi.

Although it is prerequisites that NCC can provide steady waste transportation from waste collection point in a slum to the final disposal site, i.e. Dandora, 1) selecting / targeting CBOs located within a franchise system implementation area, 2) a team of NCC staff consisting newly recruited DoE staff since certain manpower is needed, would enable NCC to expand the CBO coordination activity to Nairobi as a whole.

**Output 4: Capacity of DoE on Financial Management is Strengthened.**

**[A18] Clarification and Review of Revenue and Expenditure of NCC regarding SWM [Term 1]**

In the roadmap toward the future SWM services under the SWM public corporation, it is desirable that a self-supporting and independent accounting system be established in separating into investment account balance and current balance on the basis of accounting system for local public corporations. As the preparatory and autonomous budgetary structure for the SWM public corporation, a special account will firstly be created apart from the general account of NCC. Secondly, the management of the SWM special account will be transferred to the preparatory unit for SWM public corporation that will be set up in the Department of Environment. Finally, the SWM public corporation will be established and the SWM special account will then be transferred to the said public corporation to pursue the self-supporting accounting system.

The operation of the SWM special account needs not only separation from the general account, but also streamlining all the budgetary items such as variable cost, fixed cost and revenue. More concretely, the detailed analysis on the record on the financial year 2011-2012 had been carried out.

The basic problem was that the tipping fee at Dandora is single SWM-related revenue which is equivalent to only 2.2 percent of the SWM-related expenditures. Therefore, the financial situation for the financial year 2011-2012 was far from the break-even point of providing SWM services. The personnel expense occupied 37.1 percent of the total expenses, while the investment cost occupied only 4.7 percent of the total expenses. **Table 2-26** indicates the snapshot of the SWM-related expenses and revenues for the financial year 2011-2012.

**Table 2-26 SWM-related Expenses and Revenues for Financial Year 2011-2012**

Item	2011-12 Financial Year (July 2011 to June 2012)	
	SWM-related Expenses and Revenues (1000KSh)	Ratio to Total Cost (%)
Personnel Cost	198,428	37.1
Operation Cost	297,145	55.5
Maintenance Cost	14,700	2.7
Investment Cost	25,000	4.7
Total Cost	535,273	100.0
Total Revenue	12,000	2.2
Surplus/Deficit	-523,273	-97.8

**[A19] Preparation for the Introduction of SWM Special Account Plan [Term 1]**

It was confirmed that the legal change was not necessary for the introduction of the SWM special account in NCC, and the final confirmation by the Finance Committee of NCC was required for the creation of the SWM special account from the financial year 2013-2014. The detailed proposal on the SWM special account was officially approved by the Finance Committee in the beginning of January 2013. As a result, the official letter from the director of the Department of Environment to the then town clerk was issued, requesting to open the SWM special bank account in the middle of February 2013.

For the purpose of the smooth operation of the SWM special account, the preparatory unit for the SWM public corporation was subject to have the function as the organisation for the operation of the SWM special account. In this case, the following basic policies for the organisational reform for the operation of the SWM special account as tabulated in **Table 2-27** were considered.

**Table 2-27 Basic Policies for Organisational Reform for Operation of SWM Special Account**

Item	Basic Policies for Organisational Reform after Introduction of SWM Special Account
Relations with General Budget	The SWM special account will be established, which will be separated from the CCN general budget. The separated bank account will be opened to receive the SWM-related revenue such as franchise fee.

Item	Basic Policies for Organisational Reform after Introduction of SWM Special Account
Organisation and Staff Assignment	In the financial year 2013-2014, two counterparts assigned to the preparatory organisation of the SWM Public Corporation will be responsible of operating the SWM special account. In the financial year 2014-2015, the preparatory unit for the SWM Public Corporation will start its operations in full scale, and 5 staff including additional 3 staff will be in charge of the management of the SWM special account.
Improvement of Efficiency of Workflows	Apart from the accounting management manual for local authorities, the special management code for the SWM special account will be created, and the monthly and annual data will be managed.
Consistency with the NCC Strategic Plan	The said report pointed out the necessity of the efficient SWM service, and is basically in line with the establishment of the SWM special account and the SWM Public Corporation.
Consistency with the NCC Organisational Reform Plan	The said report pointed out the necessity of the efficient SWM service, and is basically in line with the establishment of the SWM special account and the SWM Public Corporation.

**[A20] Preparation for the Introduction of SWM Special Account Plan [Term 1]**

For the smooth introduction of the SWM special account, it is essential to improve the capacities for the budgetary preparation and annual and monthly routine accounting practices. More concretely, the budgetary monitoring regime for the SWM special account through developing monthly and annual budget preparation and monitoring formats was arranged since the financial year 2013-2014.

**[A21] Introduction of SWM Special Account Plan [Term 1]**

Through separating the SWM-related revenues and expenditures from the NCC’s general account, the transparent SWM special account was introduced since the beginning of the financial year 2013/2014 starting from July 2013. In future, the said SWM special account would be transferred to the proposed SWM public corporation, thereby achieving the ring-fenced financial organisation. More concretely, the budgetary items were broken down into investment cost, operation and maintenance cost, and revenue based on the SWM special account codes, thereby establishing the SWM special account.

**[B14] Introduction of SWM Special Account [Term 2]**

Due to the institutional change from the council to the county, the procedure to officially open the special bank account was delayed. Eventually, the said bank account was officially opened based on the approval by the governor in the beginning of January 2014. After the introduction of the SWM special account, all the SWM-related revenues such as the franchise fee accrued from the franchise pilot project were subject to be deposited in the said special account. However, for the time being, until the full-scale introduction of the franchise system in the entire city of Nairobi, the SWM-related revenues were not fully able to cover the SWM-related costs, and the gap was replenished by the general account of NCC.

Figure 2-29 illustrates the image of the relationship between the franchise fee generated from the franchise pilot

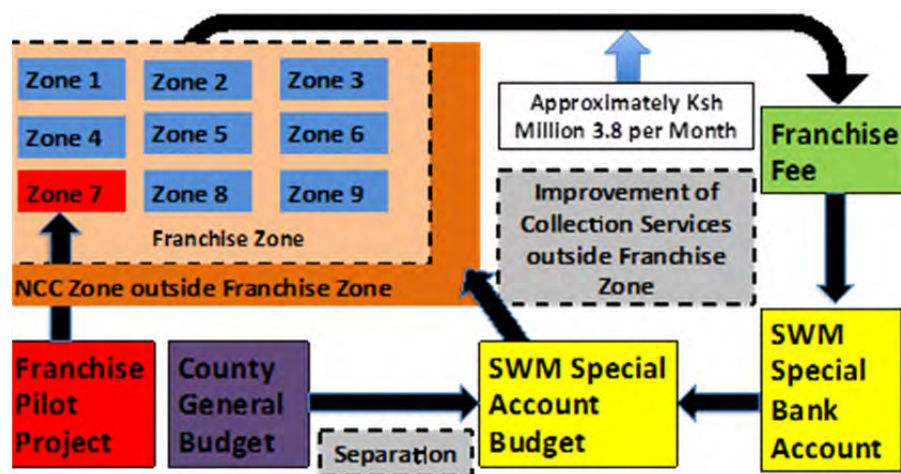


Figure 2-29 Image of Franchise Fee and SWM Special Account

project and the SWM special account.

In an attempt to properly operate the SWM special account, the following organisational improvement has been implemented as indicated in **Table 2-28**.

**Table 2-28 Organisational Improvement Required for Operation of SWM Special Account**

Item	Status up to Financial Year 2012-2013	Improvement after Introduction of SWM Special Account
(Status Financial Year 2013-2014 Onward)		
Relations with General Account	The SWM-related budget is incorporated into the DoE's general budget. Since the SWM-related revenues cannot cover the SWM-related cost of DoE, the gap is being replenished by the general budget of NCC.	The SWM special account was separated from the general account of NCC, and the special bank account was opened to deposit the franchise fee accrued from the franchise pilot project.
Organisational and Staffing Issue	In parallel with the regular tasks of DoE, 13 counterpart staff are in charge of the JICA technical corporation project. The budget preparation as well as the organisational reform is being implemented by 2 counterpart staff belonging to the Department of County Treasury and DoE, and 1 counterpart staff belonging to the department of human resources management, respectively.	From the beginning of the 2014-2015 financial year, the preparatory unit of the SWM public corporation will be created, and 4 counterpart staff of DoE and 1 counterpart staff of the Department of County Treasury will be in charge of the operations of the said preparatory unit.

**[B15] Calculation of Revenue and Expenditure Required for SWM [Term 2]**

In order to smoothly introduce the SWM special account from the financial year 2013/2014, not only the separation of the SWM-related revenues and expenditures from the general account of NCC, but also, in association with the introduction of the SWM special account, the variable costs, fixed costs and revenues were extracted from the SWM-related budget from the general budget of NCC for the purpose of exploring the break-even point of the said special account.

In order to introduce the SWM special account, the monthly monitoring report format was developed, thereby creating the monitoring regime of the said special account. The SWM special account had been monitored through the SWM special codes such as variable cost code, fixed cost code and revenue code. In order to formulate the budget for the SWM special account in the financial year 2013/2014, the personnel, operation and maintenance, and investment expenditures were estimated. The necessary expenditures required for the establishment of the preparatory unit for the SWM public corporation was carried over to the financial year 2014-2015.

In addition, due to the delay of the franchise pilot project, the revenue accrued from the franchise fee which would be the main pillar of the revenue sources was also carried over to the financial year 2014-2015.

**[B16] Preparation of Budget based on SWM Special Account [Term 2]**

Based on the estimated revenues and expenditures, the SWM special account budget for the financial year 2013-2014 was prepared. **Table 2-29** indicates the outline of the said SWM special account budget.

**Table 2-29 SWM Special Account Budget for Financial Year 2013-2014**

Budgetary Item	Budget for 2013-2014 Financial Year (July 2013 to June 2014)	
	SWM-related Expenses and Revenues (1000KSh)	Ratio to Total Cost (%)
Personnel Cost	322,348	31.0
Operation and Maintenance Cost	409,175	39.4
Personnel Cost, and Operation and Maintenance Cost	731,523	70.4
Investment Cost	308,000	29.6
Total Cost	1,039,523	100.0
Total Revenue	201,100	19.3
Surplus/Deficit	-838,423	-80.7

Due to the lack of the revenue from the franchise fee in association with the delay in the franchise pilot project, the financial status of the SWM special account budget for the financial year 2013-2014 was far below the break-even point. Based on the introduction plan of the SWM special bank account, the budgetary monitoring through collecting the monthly financial data in the SWM special bank account was carried out.

Furthermore, in order to smoothly create the preparatory unit of the SWM public corporation, the following points were taken into account.

- Based on the explanation to the governor in December 2013 and its approval, it had been confirmed that the cost required for the preparatory unit for the SWM public corporation would be included in the budget for the financial year 2014-2015 starting from July 2013.
- Five staffs out of the current counterpart staffs were assigned to the preparatory unit of the SWM public corporation who would exclusively work therein. Five staffs were newly recruited to replace the counterpart staffs who would exclusively work for the preparatory unit for the SWM public corporation.
- The said 5 newly-recruited staffs would take over the tasks of the counterpart staffs who will be assigned to the preparatory unit.
- Based on the approval by the governor, NCC secured the supplementary budget of special allowances for 13 counterpart staffs as the financial incentive for them, which was approximately 2.4 million KSh during the period from January 2014 to June 2014.

In addition to the regular 2014-2015 budget of DoE, the increase in the budget ceiling was requested taking into account the inclusion of the following points.

- Necessary cost for operation of preparatory unit for SWM public corporation such as renovation of office, procurement of PCs for counterpart staff, printer, photocopy machine, internet connection fee, newspaper advertisement for franchise pilot project, and etc.
- Personnel cost for newly-recruited 5 staff for DoE
- Continuation of providing special allowances for 13 counterpart staff (including 5 staff who will exclusively work for the preparatory unit for the SWM public corporation)

**[C15] Introduction and Monitoring of SWM Special Account Plan and Preparation of the Financial Report [Term 3]**

The financial year 2014-2015 (July 2014 – June 2015) is the second year in which the SWM special account was introduced, and, in future, the said SWM special account would be transferred to the proposed SWM public corporation, thereby achieving the ring-fenced financial organisation. The budgetary items were broken down into investment cost, operation and maintenance cost, and revenue based on the SWM special account codes.



After the introduction of the SWM special account, the SWM-related revenues are being deposited in the SWM special bank account. The franchise fee accrued from the franchise pilot project will be deposited in the said special account. However, due to the delay in the franchise pilot project, the revenue generation of the franchise fee can only be expected from February 2015. Until the full-scale introduction of the franchise system in the entire city of Nairobi, the SWM-related revenues will not fully be able to cover the SWM-related costs, and the gap will be replenished by the general account of NCC. The detailed actual records of the SWM-related expenditures for the financial year 2013-2014 are indicated in **Table 2-30**.

**Table 2-30 Outline of Actual Record on SWM Special Account Budget for Financial Year 2013-2014**

Budgetary Item	Actual Record on 2013-2014 Financial Year (July 2013 to June 2014)	
	SWM-related Expenses and Revenues (1000KSh)	Ratio to Total Cost (%)
Personnel Cost	30,639	31.2
Operation and Maintenance Cost	408,145	42.3
Personnel Cost, and Operation and Maintenance Cost	709,784	73.5
Investment Cost	255,580	26.5
Total Cost	965,364	100.0
Total Revenue	12,465	1.3
Surplus/Deficit	-952,899	-98.7

**[C16] Analysis of the Financial Report and Recommendation for Improvement of the Financial Condition of NCC [Term 3]**

For the purpose of the financial improvement of the SWM special bank account, not only the separation of the SWM special account from the NCC general budget, but the following measures for the improvement of the financial situation are also proposed (see **Annex 4.8 Financial Report on SWM Special Account**).

**[C16-1] Monthly Analysis of Revenues for SWM Special Account Budget for FY2014/2015**

In order to smoothly operate the SWM special account, the following financial improvements in terms of the budget operation were carried out, as indicated in **Table 2-31**.

**Table 2-31 Operational Improvement Required for SWM Special Account**

Item	Current Status	Measures for Improvement
Relations with General Account	The SWM special account was separated from the general account of NCC, and the SWM special bank account was opened to deposit the franchise fee accrued from the franchise pilot project. The lack of the fund is covered by the subsidies from the NCC general account.	For the financial independence of the SWM special bank account, the system will be established to periodically (such as quarterly) transfer the planned budget from the NCC general account to the SWM special bank account in accordance with the original budget.
Organisational and Staffing Issue	The budget preparation as well as the organisational reform is being implemented by 2 counterpart staff belonging to the Department of County Treasury and DoE, and 1 counterpart staff belonging to the department of human resources management, respectively.	The preparatory unit of the SWM public corporation will be shortly established, and 4 counterpart staff of DoE and 1 counterpart staff of the Department of County Treasury will be in charge of the operations of the preparatory unit. The financial counterpart will be regularly stationed in the preparatory unit to properly manage the budget operations.
Simplification of Workflow	The special codes for the SWM special account are created for monitoring the	The monthly records of the SWM special account will be monitored by breaking the

Item	Current Status	Measures for Improvement
	monthly records of the SWM special account.	budget into item-wise and variable/fixed cost-wise budgetary data. In addition, the work sheet for the analysis of the break-even point will be developed.

### **【C16-2】 Monthly Analysis of Expenditures for SWM Special Account Budget for FY2014/2015**

In an attempt to properly operate the SWM special account in the long-term, the full-scale generation of the franchise fee which is a pillar for the SWM-related revenues is regarded as extremely important. Regarding the SWM-related revenues at the end of the financial year 2013-2014, the franchise fee was not generated due to the delay of the franchise pilot project, thereby making the SWM special account far below the break-even point. It was expected that the revenue generation would be significantly improved due to the increase in the franchise fee in association with the implementation of the franchise pilot project. In this connection, it is necessary to continuously monitor the number of service provision contracts by the awarded franchisee.

### **【C16-3】 Preparation of Monthly Budget Analysis Report of SWM Special Account for FY2014/2015**

In order to smoothly establish the preparatory unit for the proposed SWM public corporation, 5 staffs out of the current counterpart staffs are assigned to the preparatory unit who will exclusively work therein. Five staffs were newly recruited to replace the counterpart staff who would exclusively work for the preparatory unit for the SWM public corporation.

- Franchise unit: 2 counterpart staffs in charge of the franchise group
- CBO Supporting unit: 2 counterpart staffs in charge of the CBO group
- Financial unit: 1 counterpart staff in charge of the financial group

### **【D13】 Analysis on the Financial Report and Recommendation of the Financial Condition of NCC [Term 4]**

Based on the financial analysis for the 4th year, the following recommendations for the financial improvement are prepared.

#### **【D13-1】 Annual Analysis of Revenues for SWM Special Account Budget for FY2014/2015**

Regarding the budget for SWM special account, those expenses should be basically covered by the SWM special bank account. The amount of the revenues which were put into the said SWM special account was extremely small such as tipping fees at Dandora. In the SWM special account, the gap between the revenue and the expenditure had been tentatively replenished by the payment of subsidies from the NCC general account, and had finally been settled at the end of each financial year. Taking into account the financial independence of the future SWM special account, it is absolutely necessary for the smooth operation of the SWM special bank account to periodically (such as quarterly) transfer the planned budget from the NCC general account to the SWM special bank account in accordance with the original budget. However, such kind of a periodical budget transfer system has not yet been established.

The reason for the above situation is due to the fact that the periodical payment of subsidies from the NCC general account to the SWM special bank account was not introduced in the NCC accounting system. In order to solve this problem, the provisional payment system from the NCC general account to the SWM special bank account in accordance with the original budget was proposed to be introduced from the financial year 2015-2016, thereby securing the financial independence of the SWM special bank account.

More concretely, the following periodical transfer of funds from the general account to the SWM special account should be arranged in accordance with the original budget of NCC.

- Transfer of Funds for 1st Quarter (at the beginning of July)
- Transfer of Funds for 2nd Quarter (at the beginning of October)
- Transfer of Funds for 3rd Quarter (at the beginning of January)
- Transfer of Funds for 4th Quarter (at the beginning of April)

In addition to the periodical transfer of funds, the following financial arrangements are necessary for the smooth management of the SWM special account.

- Direct Depositing of SWM-related Revenues to SWM Special Account
- Provision of Signatory Rights to Chief Environmental Officer and Financial Counterpart

In order to realise the above-mentioned 3 actions, the legal actions are not necessary. Alternatively, the official approvals by the County Secretary are required. Three letters requesting the above 3 actions have been issued from the Chief Environmental Officer to the County Secretary.

The sustainability of the project fully depends on the success of the franchise pilot project in zone 7 as well as the expansion of the franchise system to other zones. The failure of the pilot project will lose the revenue from the franchise fee, and seriously affect the establishment of the SWM public corporation in future and the functioning of the SWM special account. Therefore, the strong enforcement of the pilot project is the most important challenge in the project.

### **[D13-2] Annual Analysis of Expenditures for SWM Special Account Budget for FY2014/2015**

The creation of the preparatory unit for the SWM public corporation was committed by the top management of NCC in December 2013, and it was subject to be immediately established by the budget of the financial year 2014-2015 (July 2014 – June 2015) together with the renovation of the office as well as the procurement of equipment such as personal computers.

However, the commencement of the renovation works was delayed, and the establishment of the preparatory unit had not yet been completed as of the end of January 2015. This is due to the fact that the tender procedure was required for the overall office renovation of the same floor as the preparatory unit, and that the complicated tender process as well as the lack of cash flow made the commencement of the renovation works significantly delay. In order to solve these problems, in December 2014, the renovation works of the preparatory unit were separated from those of the overall office spaces for the prompt procurement procedures. As a result, the renovation works had been completed by November 2015, and desks, chairs and other equipment had been installed in the office. After PCs are delivered, the counterparts will be regularly stationed in the office. The next step is to prepare the document of the intention for the SWM public corporation. **Table 2-32** and Table 8 indicate the outline of the organisation for the temporary preparatory unit and the full-scale SWM public corporation, respectively.

**Table 2-32 Temporary Organisational Structure of Preparatory Unit for SWM Public Corporation**

Unit	Sub-Unit	DoE	DoT	Total
Financial and Administrative Unit	Manager			
	SWM Special Account Sub-Unit		1	1
	Human Resources Transfer Sub-Unit			
	Assets Transfer Sub-Unit			
	Legal Sub-Unit			
	Monitoring Sub-Unit			
Franchise Unit	Franchise Pilot Project Sub-Unit	2		2
	Tender Management Sub-Unit			
	Contract Management Sub-Unit			

Unit	Sub-Unit	DoE	DoT	Total
	Zone Management Sub-Unit			
CBO Unit	CBO Pilot Project Sub-Unit	2		2
	Public Education and Community Support Sub-Unit			
Total		4	1	5

Note: DoE (Department of Environment), DoT (Department of County Treasury)

**Table 2-33 Proposed Organisational Structure of SWM Public Corporation (Full-scale Operations)**

Unit	Sub-Unit	DoE	DoT	DoP	DoHRM	LD	Total
Management	Unit Manager	1					1
	Deputy Unit Manager	1					1
Financial and Administrative Unit	Administrator	1					1
	SWM Special Account Sub-Unit	2	3				5
	Human Resources Transfer Sub-Unit				3		3
	Assets Transfer Sub-Unit		2				2
	Legal Sub-Unit					2	2
	Monitoring Sub-Unit	2					2
Franchise Unit	Franchise Pilot Project Sub-Unit	3		1			4
	Tender Management Sub-Unit	2	2	1			5
	Contract Management Sub-Unit			1			1
	Zone Management Sub-Unit	9					9
CBO Unit	CBO Pilot Management Sub-Unit	4					4
	Public Education and Community Support Sub-Unit	2					2
Project Management Unit	Tender Management Sub-Unit			2			2
	Contract Management Sub-Unit			2			2
	Disposal Site Construction Management Sub-Unit	2					2
Total		29	7	7	3	2	48

Note: DoE (Department of Environment), DoT (Department of County Treasury), DoP (Department of Procurement), DoHRM (Department of Human Resources Management), LD (Legal Department)

#### **【D13-4】 Implementation of Break-even Point Analysis on SWM Special Account for FY2014/2015**

Due to the complicated and inefficient procurement procedures of NCC, it takes a longer time to procure goods and services required for SWM services including the selection of franchisees. Therefore, the complicated and insufficient procedures for the procurement of goods and services are critical institutional barriers for sustainable provision of SWM services. More specifically, the reason for the complicated procurement procedure is that NCC must comply with the tendering procedures stipulated by the current Procurement and Disposal Act 2005.

Since the main bottleneck for the above-mentioned inefficient procurement procedures of NCC accrues from the overall procurement system of NCC under the Procurement and Disposal Act 2005, the best and short-term solution to remove this bottleneck is to make the operational functions of the below 4 committees without revising the Procurement and Disposal Act 2005 which is the national standard act for any procurement of goods and services.

- Tender Committee
- Procurement Committee

- Evaluation Committee
- Inspection and Approval Committee

In order to make the operations of the above 4 committees more efficient without revising the Procurement and Disposal Act 2005, the following 2 actions are required, thereby managing the timeline of the procurement procedures in time for the original target dates of the procurement.

- Introduction of fast track schedule for 4 committees in SWM-related procurement procedures
- Date-to-date management of timeline for bidding procedures (in case of franchise pilot project)
- Output5: Challenge and Roadmaps of DoE are Clarified
  - ✓ Release of Bid Document
  - ✓ Deadline for Submitting Bids
  - ✓ Deadline for Evaluation of Bids
  - ✓ Signing of Contract
  - ✓ Deadline for Submitting Final Work Plan
  - ✓ Commencement of Franchise System

**[D14] Advise on the Implementation of Recommendation for Improvement of the Financial Condition of NCC [Term 4]**

The advice on the actual practices for the full-scale operation of the SWM special account was carried out, focusing on the above-mentioned recommendations for the improvement of the financial conditions of NCC. After the introduction of the SWM special account, the franchise pilot project was scheduled to start in November 2014, and the franchise fee accrued from the franchise pilot project was subject to be deposited in the SWM special bank account from February 2015. However, due to the delay in the franchise pilot project, the revenue generation of the franchise fee could only be expected from February 2015. It is necessary to operate the SWM special bank account through the increase in the number of contracts with customers in Zone 7.

The preparation of 2016-2017 financial year's budget (July 2016 – June 2017), including the following items required for the creation of the SWM public corporation, will be technically assisted.

- Expenses for the operation of the preparatory unit for the SWM public corporation
- Expenses for the additional staffs for the preparatory unit
- Expenses for the continuation of the special allowances for counterparts
- Expenses for the advertisement for the public awareness of the franchise pilot project

**Output 5: Challenges and Roadmaps of DoE are Clarified**

**[D15] Review of the Waste Collection and Transportation Work in the Project [Term 4]**

To formulate road maps on the Integrated Solid Waste Management (ISWM) in Nairobi after completion of the Project, activities including the waste collection and transportation work conducted in the Project were reviewed in collaboration with NCC. Specifically, goals and action plans of 8 programmes, such as waste collection and transportation plan and final disposal plan in the revised Master Plan were reviewed by C/P and environmental officers in the Sub-County. The review was made through participatory approach by 4 groups of attendants in the workshop held on 16<sup>th</sup> of December 2015.



**Photo 2-40 Workshop on Review of Goals and Action Plans in the Revised Master Plan**

**【D16】 Recommendation on Revision of Roadmaps for SWM by NCC and the Future Direction [Term 4]**

Based on the outputs of the Project, way forward and road maps on the ISWM in Nairobi were discussed and recommendations to NCC (see Chapter 5) were made. As a result of the previous review, workshops for NCC staff were conducted on 17<sup>th</sup> and 26<sup>th</sup> of February 2016, and new goals and action plans was formulated. The road maps are presented in **Annex 4.9**.



Workshop on 17 February 2016

Workshop on 26 February 2016

**Photo 2-41 Workshops on Formulation of Goals and Action Plans in the Road Maps on ISWM in Nairobi**

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**3. CHALLENGES, CONSIDERATIONS AND LESSONS  
ON THE SMOOTH OPERATION OF THE PROJECT**

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## CHAPTER 3. CHALLENGES, CONSIDERATIONS AND LESSONS ON THE SMOOTH OPERATION OF THE PROJECT

### Common Contents of All Outputs

- Challenge 1: Improvement of Dandora Final Disposal Site**  
Although more input is necessary for the dumpsite improvement than the input for the current works, the improvement work was stalled and hence behind the original schedule.  
The improvement works at the dumpsite has always remained partial. In the rainy season around the year's end, since the period without improvement work went long, incoming waste to the dumpsite has drastically decreased. Although emergency support from NYS has been provided, the support did not cover all the improvement works as initially planned, so that the NCC has to continue the improvement by itself.  
Securing the budget is an issue, and there is also an issue on making the system minimise the impacts to other components by creating ideas to catch up with the original schedule that is overdue because of uncontrolled reasons such as undelivered budget.
- Consideration 1:** Although the field works were dependent on the progress of material procurement, the limited work was suggested to be implemented with concentrated effort. Therefore, a part of the access roads were improved. On the other hand, since the JICA Expert wanted to clarify the knowledge on the new technology with the small budget of 70,000KSh, the C/Ps were instructed to plan and implement a small project. Finally, the C/Ps were able to install a small scale experimental facility of the Fukuoka method and deeply understood the structure and the system. This means that, if there is a sufficient budget, NCC can implement the whole work by itself. In addition, in case of NYS urgent assistance, the budget should be earmarked early in order to enhance the progress of improvement works.
- Lesson 1:** As recognised in the example of the small experiment on the Fukuoka method, once the C/Ps understand the measures clearly, they can implement them immediately. Therefore it is important in technical cooperation projects to experience the change of plans.  
Secondly, security and the allocation of budget is the most important condition for project implementation. It is important to clearly inform the C/P that the improvement activities recommended and implemented in the project will be different from the routine works of the C/P and require additional burden in terms of working time, intensity, as well as human resources. Generally speaking, the minimum requirement of the task recognised by the C/P is likely to be lower than what the JICA Expert thinks. For this reason, it is necessary to share with C/Ps that it may also need additional budget allocation to maintain the improved conditions of SWM by the Project.  
It is also important to share with the C/Ps that once they neglect their activities in the project for a certain period, the cost would become more than expected in terms of required human as well as other resources.
- Challenge 2 :** **Upgrading NCC Staff Routine Works (NCC Staff's Specialty/Expertise)**  
C/P and relevant staff members are all sharp and smart that they can discuss well and are good at making reports. On the other hand, although it often happens in

Japan, the expertise of C/P members often mismatch with those required in the Project.

For instance, DoE staff members have more knowledge, experience, and skill on environmental management while they are not familiar with dumpsite operations. It is suggested that the person who has academic background and experience in civil/construction works should be assigned to the dumpsite operations.

Although the technological knowledge on solid waste management is somehow related to environmental management and/or pollution control technologies, the actual dumpsite operation works require more on the skill of civil engineering and works such as access road improvement, drainage works, preparation of dumpsite working face, and so forth. It is necessary for DoE to acquire proper expertise on dumpsite management based on adequate technology.

**Consideration 2:** Since it was difficult for the C/P in charge to stay on site to learn about dumpsite improvement works for weeks or months, the JICA Expert repeatedly taught the C/Ps on site how to conduct improvement works on daily or hourly basis. For example, if it takes 20 minutes for a partial heavy equipment work like drainage excavation, that 20 minutes was secured first and then the work was witnessed from the beginning to the end. Finally the experience in real work was shared.

**Lesson 2 :** All C/P members are intelligent enough to discuss and understand the basic principles and concept of solid waste management, but they lack experience in making the concept into concrete actions. Especially in field works such as dumpsite operations, it is of great importance to work based on figures and numbers such as numeric works with drawings, documentation and table arrangements. For example, the dumpsite manager is required to clearly instruct the workers of their tasks with the quantified amount of works (for how many days with how many and what type of heavy equipment units with what amount of equipment and materials required.) On the other hand, long-term experienced C/Ps sometimes show better solutions than the JICA Expert. It is important to recognise that a capacity development project is to implement discussion between C/Ps and the JICA Expert and sharing appropriate ways, not simply technical assistance. The Expert's knowledge is just technical information, and it is also important to develop the C/Ps' capacity by utilising it. Taking the expansion of landfill site development into account, it is expected that a staff member who has the skill on civil engineering is appointed in DoE to implement and manage the development plan without the other department activities.

### **Output 1: Capacity of NCC on Solid Waste Collection and Transportation is Strengthened.**

#### **Challenge 3: Failures of Waste Collection Vehicles**

The waste collection vehicles currently owned by NCC include 31 slide loaders (7-ton capacity), 7 skip loaders (9-ton capacity), and 6 tippers (14-ton capacity). However, the average operational productivity rate of these vehicles is 51%. It was as low as 34% in October 2015 due to failure of the collection vehicles.

**Consideration 3:** In the current situation, there has been an attempt to increase the stock of spare parts corresponding to the repair of damaged vehicles. However, due to the high frequency of failures, the repairs have not been sustained.

**Lesson 3:** Failure of collection vehicles mostly happened while loading and unloading garbage at the Dandora disposal site. While doing maintenance work on the Dandora disposal site access road in the NCC, failure of the brake hydraulic system of vehicles frequently occurred due to the weak roadbed and sinking of the

access road, in addition to the leachate by rainwater and dirt that accumulated on the road. Measures to improve the main access roads of the Dandora disposal site are essential.

**Challenge 4: Prevention of Illegal Dumping**

According to the collection survey of illegal dumping of garbage by NCC in 2012 and 2015, the number of illegal dumping places has shown little change from 37 to 40 locations, respectively. Also eliminated are the illegal dumping locations in 2012, but new illegal dumping locations have arisen, and the collection of illegally dumped trash was reduced. From this, although the amount of illegally dumped waste has been reduced, the illegal dumping itself had not been lost.

Consideration 4: Although resident's awareness and stewardship efforts as well as enforcement against illegal dumping are carried out by the NCC, incidents are slipping past these surveillance measures.

Lesson 4: Resident's awareness and stewardship as well as enforcement efforts have a definite effect of reducing the illegal dumping. Full scale eradication as in the Kitakyushu City, Japan, would take a long time, but it is important to take continuous actions to steadily work against illegal dumping.

**Output 2: NCC's Capacity is Strengthened in Terms of Involvement of Private Sector for Solid Waste Collection and Transportation.**

**Challenge 5: Setup of Conditions in the Franchise System PP in Zone 7**

There is an opinion about the time allotted for preparing the contract documents, the preparation period to start the work after signing the contract, and the short contract performance period to fulfil the actions properly. After further implementation of the project, a complaint was received on the high garbage collection fee from many customers.

Consideration 5: The issue on contract preparation time was discussed during the hearings held with each PSP. According to the opinion regarding the contract performance period of three years, five to seven years in view of the depreciation period of the refuse collection vehicle is required to be considered. In addition, for the garbage fee, it was suggested that the contract should have a flexible configuration in accordance with the house style, such as single-family or collective housing.

Lesson 5 : The franchise system implemented in the PP covers many details very deeply. It is necessary to discuss and agree on the suitable timeframe between the franchisee and the NCC in the future.

**Challenge 6: Implementation of the Franchise System PP in Zone 7**

Soon after the start of the franchise system in Zone 7, the waste collection ratio of the SIFA has increased steadily. However, the progress has stagnated due to the lengthy court case.

Consideration 6: Until this point, resident's awareness and information sharing activities are more focused on the mass media and information campaigns carried out by NCC staff members at shopping malls and religious places. However, it was found that more people do not know about the franchise system after the PP started. Therefore, in addition to this delivery lecture format, it was decided that the NCC staff should target the large-scale operators for further customer acquisition and solicit directly by visiting them individually.

Lesson 6: When considering the decline in the volume of waste collected by SIFA starting from June 2015, it is necessary to forge a settlement between NCC and WEMAK regarding the court order. In addition, SIFA and NCC need to approach the larger property owners to educate them on the franchise system in a more business friendly manner while waiting for the result of the court order, to promote the well-known management stabilisation of SIFA and the residents and businesses in PP.

**Challenge 7: Litigation against the Franchise System PP in Zone 7**

WEMAK filed a case against NCC in October 2014, which has not yet been settled even after a year of proceedings. Furthermore, the existing PSPs in Zone 7 are able to continue in collecting waste as before the franchise introduction due to the court order and this directly affected the expansion of customers of SIFA in the zone.

Consideration 7: The conflict between WEMAK and NCC remains unsettled, creating a difficult situation for mutual discussion. JET met with WEMAK independently to hear the wishes of their side. WEMAK suggested an anonymous waste collection contract or to operate as a subcontractor.

Lesson 7: The situation in which the government, residents and businesses is facing is considered a tendency that things are discussed in a state in which the government is standing above. Waste collection is deeply connected with the citizens and private sector and to continue to resolve and grasp the issues according to the waste collection problem from the root, it is necessary that the government side is to start action to get residents' attention and confidence.

**Output 3: NCC's Capacity is Strengthened in Terms of Involvement of CBOs for Solid Waste Collection and Transportation.**

**Challenge 8 Lack of Ownership**

JET played an important role in contracting out the PP project works in previous years. This resulted in the lowering ownership of counterparts since they felt their idea was not well taken into consideration.

Consideration 8 The counterparts are closely involved in selecting the contractor from the planning stage to the negotiation stage, excluding money matter parts.

Lesson 8 Important decisions such as selecting the contractor should be done in a very close discussion with the counterparts in order to retain ownership of the project. This will make sure the counterparts remain in the centre of the project implementation. JET should only provide appropriate advice at the appropriate time.

**Challenge 9 Sense of Unfairness between the Counterparts**

The ownership of one of the counterparts was greatly enhanced by the consideration above. However, ownership of the other counterparts remained rather limited. This brought uneven workload between them and resulted in a sense of unfairness.

Consideration 9 JET confronted the counterpart and confirmed his willingness to actively participate in the project. JET had an idea of replacing the assigned tasks during the meeting.

Lesson 9 It is sometimes effective for JET to intervene on the issues between counterparts

since JET can view the situation from the outside. Likewise, it is necessary to show strong will to proceed to the next step of the project by replacing the counterparts, for example.

### Challenge 10

#### **Thorough Management of Contract Works by C/P**

In the JICA project, it is JET's responsibility to manage contract works. In order for C/P to carry out the project after the JICA project finishes, however, it is necessary for the C/P to have the capacity to implement the project by themselves. This cannot be gained by simply reading or commenting on a report. It is necessary to involve themselves in a more responsible manner in managing contract works.

Up to the previous year, C/P has raised their ownership to the project; therefore, it was time to engage in the contract work as the main actor and gain concrete experiences on their own.

### Consideration 10

Until last year, JET had discussed various matters with C/P and passed the result to contractors, or JET mainly took initiative to have discussions with the contractor. In this year, C/P took the main initiative to have a discussion or give directions to contractors, and JET only played the supportive role.

### Lesson 10

JET holds the primary responsibility on contractors work. However, in order to properly manage the contractor's work, it is very important that C/P involves themselves in the work in-depth and gain experiences from each work. Through the experience, C/P played as a main player in managing contractor's work, C/P gains necessary experience/know-how on the activity they will have to carry out after the JICA project is finished.

## **Output 4: Capacity of DoE on Financial Management is Strengthened.**

### Challenge 11

#### **Closer Communication with Counterparts (C/Ps)**

In some cases, it is difficult to communicate with the C/P in the field of financial management and organisational restructuring, since the C/P basically do not belong to DoE, and their offices are not located at the project office.

### Consideration 11

It should be considered that the communication with C/Ps would be significantly improved when the preparatory unit for the SWM public corporation is established. In the said preparatory unit, JET members and 5 C/Ps including a C/P belonging to the Department of County Treasury, will be able to work jointly in the same office.

### Lesson 11

The effect of the technical transfer can be increased by the collaboration between JICA Expert Team (JET) members and C/Ps through the same daily office works in the office of the preparatory unit. The said technical transfer is the results of a series of accumulated daily activities in the field of financial management and institutional reform, and daily collaborative activities are quite important.

### Challenge 12

#### **Smooth Monitoring of Project during Absence of JICA Expert**

During the absence of the JICA Expert, it is rather difficult to fully monitor the important processes such as budget preparation, creation of the preparatory unit for the SWM public corporation, securing the personnel cost for newly recruited staff, and the operation of the SWM special bank account.

### Consideration 12

The counter-measure is that the progress of the budget preparation process would be properly monitored by the JICA Expert through a series of regular contacts by e-mails, dividing the entire budget preparation process into several steps on the

weekly basis.

Lesson 12 It is rather important to divide the schedule such as the budget preparation process into some clear-cut steps, thereby managing the process even during the absence of JET members.

**Challenge 13 Smooth Management of SWM Special Account**

The periodical financial reporting of the SWM special account has been frequently delayed and not smoothly carried out.

Consideration 13 A comprehensive system should be established where the financial counterpart assigned to the preparatory unit for the SWM public corporation is exclusively responsible for regularly collecting and streaming all the monthly data, thereby creating the monitoring regime of the SWM special account budget.

Lesson 13 It can be expected that authorities and responsibilities should be given to the financial counterpart (C/P) who will be assigned in the preparatory unit for the purpose of efficient management of the SWM special account. The introduction of the SWM special account would be a key to the success of the establishment of the ring-fenced SWM public corporation in future, and it depends on securing the revenue generated from the franchise fee as a main pillar of the SWM-related revenues. In other words, it depends on the success or failure of the franchise pilot project. It is essential that there is close cooperation between the C/Ps in the field of financial management/organisational restructuring and the C/Ps in the field of collection and transport including the franchise pilot project.

**Challenge 14 Prompt Budgetary Implementation**

The budget implementation processes such as the renovation of the preparatory unit for the SWM public corporation and the provisional transfer of the budget from the general account to the SWM special account have been frequently delayed and had not been promptly carried out.

Consideration 14 The execution of the budget required for the project should be implemented through the simplified budgetary implementation procedures.

Lesson 14 In order to smoothly implement the budgetary process for the prompt provision of SWM services as well as the preparatory unit of the SWM public corporation, it is rather important to separate the financial management of the SWM special account budget from the NCC's general account. Such separation would contribute to the prompt creation of the future SWM public corporation.

**Output 5: Challenges and Roadmaps of DoE are Clarified.**

**Challenge 15 Establishment of Common Understanding of the Current Issues and the Future Direction of SWM in NCC**

It seems that the DoE staff members including the Kenyan counterparts (C/P) are always busy on their daily work, and consequently they cannot afford to consider the current issues and the future direction of SWM in NCC. In terms of formulation of roadmaps, it is necessary to identify problems based on the present conditions and examine the way forward to improve the SWM system.

Consideration 15 To do this, the C/P reviewed goals and action plans proposed in the Master Plan and then the roadmaps formulated as a result of the review. The review was carried out by not only the C/P but also the Environmental Officers in sub-counties who are actually involved in SWM on site through participatory approach by holding a workshop and conducting brainstorming. The attendance

Lesson 15

had the second workshop finalise the roadmaps.

A total of two workshops made the participants' common understanding of the Project much deeper. In order to implement the action plans based on the roadmaps, the common understanding among the related people is indispensable, and the participatory approach with the presence of C/P and site staff would be extremely effective.





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#### **4.    *ACHIEVEMENT OF OUTPUTS***

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## CHAPTER 4. ACHIEVEMENT OF OUTPUTS

### Common Contents of All Outputs

#### **[Public Awareness Raising]**

##### **Attainment Level at Mid-term Evaluation**

The level of attainment of improvement of capacity in the field of public awareness raising at the time of mid-term evaluation is summarised as follows:

- Introduction of the franchise system in Nairobi City requires the support and understanding of the whole nation since it is a new system for the city. Yet, some parts of the franchise pilot project area, like Kilimani and Kileleshwa, are mainly composed of apartment complexes in which the managers are mostly concerned in their waste collection management contract and, consequently, awareness among the individual tenants, or the Nairobi residents, remains low.
- To address this issue, the JICA Expert Team has tried many attempts such as involving churches. In addition to those efforts, the team should further find ways to disseminate the message in more effective ways to raise public awareness.

##### **Attainment Level at Terminal Evaluation**

The level of attainment of improvement of capacity in the field of the public awareness raising at the time of terminal evaluation is summarised as follows:

- In Kangemi area, there were a total of 24 small to large scale illegal dumpsites, but now reduced to only a few sites along the river. The CBO in the area claims that the reduction was realised mainly through public awareness raising activities.
- Although various methods have been attempted, the use of social media, short message service (SMS) and other methods should be worth considering to directly advocate the citizens.

Incidentally, a series of television commercials for public awareness raising was broadcasted after the completion of final evaluation.

#### **[Final Disposal]**

“Final Disposal” was an additional activity input in Term 3. Therefore, achievement of the project purpose was not evaluated up to the point of mid-term evaluation. The achievement of the project purpose at the terminal evaluation is thus reported in the item “Final Disposal.”

##### **Attainment Level at Terminal Evaluation**

The level of attainment of improvement of capacity in the field of final disposal at the time of terminal evaluation is summarised as follows:

- As for the improvement of access roads to the dumping areas, improvement of the currently used passageway has been prioritised. Therefore, this passageway was improved except the dumping areas. On the other hand, minimum materials (hard cores for road foundation) have not yet been procured, so that necessary and basic improvement has not yet been accomplished. The improvement of access roads has been finally considered by NCC staff members.
- The number of personnel for dumpsite operation has increased up to 18 compared to 13 as the initial number. Therefore, the necessary number for dumpsite operation has been organised for sufficient supervision. On the contrary, since all efforts are totally directed to the management of the site, it is difficult to manage an ordinary operation doing improvement of the site. Urgent improvement of accomplishment is expected.

- For fire-fighting, watering of the dumpsite with stagnant water and compaction are the main measures done in this project. Once the access roads are improved, alternatives for fire-fighting like introduction of fire-engines and drain pumps would increase. Moreover, NCC has already started considering the introduction of water boozers.
- Other accomplishments relevant to final disposal are as listed below:
  - a) Concrete perimeter fencing along the border between NCC and private plots;
  - b) Rehabilitation of access roads to dumping areas through placement of hoard cores;
  - c) Installation of flood-lights;
  - d) New weighbridges installation;
  - e) New heavy equipment purchase (KOMATSU D85EX) for direct operation; and
  - f) Continuous management with issuance of the site diaries (site work log file).
- It is a huge issue hereafter that NCC should consider the drop in quality of accomplishment after a certain period because they do not have so many experiences to recover the timeline as initially planned. To prevent this issue, guidelines are expected to be utilised.

### **Output 1: Capacity of NCC on Solid Waste Collection and Transportation is Strengthened.**

#### **Attainment Level at Mid-term Evaluation**

The level of attainment of improvement of capacity in the field of waste collection and transportation by NCC at the time of mid-term evaluation is summarised as follows:

- The counterpart staff for waste collection and transportation are personnel of the Environment Department of NCC. Although busy with their routine daily work and have limited time for extra work, they are enthusiastic to serve as counterpart (C/P) for the project. However, capacity improvement requires the assignment of C/P on full-time basis to fully operate the new system.
- Collection and transportation vehicles could not operate as planned because the budget required for the procurement of spare parts, repair and fuel has not been secured.
- For the improvement of waste collection and transportation, NCC has a plan to procure 31 units of waste collection vehicles (out of which 25 units have already been procured). This will result in the increase of collection and transportation of future wastes.
- Illegal dumping at the project planned location include 22 small-scale illegal dumping locations and 2 large ones in the slum area. Small-scale illegal dumping sites at the mid-term evaluation have considerably improved, but the large ones are still in a state of overflowing garbage.
- When the survey was carried out in 2012, there were 37 illegal dumping places in a location other than the project implementation plan. NCC leadership needs to continue the prevention methods of illegal dumping.
- A renovation of the Kaloleni Depot has been carried out in the improvement work of the working environment of the staff. This was due to the experience of the staff who joined the training in Japan. In addition, it is planned to renovate the other depots also in future with staff proposed from those who attended the training in Japan.

#### **Attainment Level at Terminal Evaluation**

The level of attainment of improvement of capacity in the field of waste collection and transportation by NCC at the time of terminal evaluation is summarised as follows:

- One fulltime C/P officer was newly appointed for the overall coordination of project activities at the JET office and two C/Ps were assigned for the collection and transportation while performing their daily tasks. Due to this arrangement, the effectiveness of project functions has increased and

became smooth.

- Even though enough budget was not secured for vehicle repair and fuel procurement can be improved, 31 units of waste collection and transportation vehicle began NCC's operation of collecting the amount of waste. This resulted in the increase of total waste collection from 1 million tons in 2012 to approximately 4.5 million tons in 2014.
- Some 22 locations of small-scale illegal dumping places surveyed in fiscal 2012 were almost extinguished with the guidance and regular refuse collection of NCC. Also, two large-scale illegal dumping locations in the slum area were improved by gathering wastes regularly by the franchise system of enforcement from November 2014. However, due to the stop of waste collection by the franchise system and the irregular collection of NCC in the slum area from April 2015, the situation was turning back to the original poor environment.
- According to the survey of illegally dumped wastes collected by NCC in 2015, there are no major changes of the illegal dumping locations when compared to the 2012. Almost similar 40 illegal dumping locations were identified. However, the volume of illegally dumped wastes collected by NCC has been reduced by 60 percent when compared to 2012. There is a need for guidance and further crackdown of illegal dumping by the NCC in the future.
- As to the improvement of working environment, the Kaloleni Depot was renovated in 2013 and the renovation of Makadara Depot was carried out in 2014. Also, budget for the fiscal year 2015/16 was allocated for two other places and improvement work is in progress.
- The waste collection and transportation guideline was created and finalised after presenting it to the NCC side. This guideline was disseminated to all sub-county offices which are responsible for waste collection and transportation and utilised for their daily operation.

## **Output 2: NCC's Capacity is Strengthened in Terms of Involvement of Private Sector for Solid Waste Collection and Transportation.**

### **Attainment Level at Mid-term Evaluation**

The level of attainment of improvement of capacity in the field of waste collection and transportation by NCC in terms of private sector involvement at the time of mid-term evaluation is summarised as follows:

- The pilot project (PP) has not yet been started when the mid-term evaluation was carried out because it was planned to start in July 2014. However, the implementation of a number of investigations for the franchise system of PP introduction, stakeholder meetings, support of the PQ, and preparation of bidding documents were carried out to support the franchise system.
- The investigation of waste collection and transportation situation by PSPs, and the survey of waste collection and transportation situation of the contractor that undertakes the consignment of garbage collection from NCC has resulted in understanding the current situation of waste collection and transportation in Nairobi City.
- Nakuru City was visited to gain information on its franchise system that initially started in 2005 as a pilot system and sequentially introduced in the whole city in 2009. The information about method of classification of zones, manner of waste collection, collection fee, and franchise fees were studied and the results helped in the future planning for Nairobi City.
- After evaluating all zones based on pre-developed 10 indicators, Zone 7 which has the highest score was selected for implementation of the franchise system in the PP in Nairobi City.
- Five briefing sessions on the franchise system in the PP for the PSP and a total of 17 sessions for district residents and NGO were carried out. Among them, 6 sessions were carried out for district

residents in Kilimani and Kileleshwa, but with less number of participants. Hence, future briefings for residents should continue to be implemented in churches, mosques, and shopping malls in large-scale commercial facilities.

- In addition, after the description of the franchise system introduced in the PP, the exchange of opinion and questionnaire survey with PSP and residents were able to take advantage of the results for future activities.
- Towards the implementation of the franchise system introduced in the PP, a detailed work plan from PQ examination to application was prepared after determining the contents of the PQ examination. As a result, 5 PSPs were selected to bid. Also, together with the creation of bid specifications, distribution of tender documents to these 5 PSP companies was made to obtain bid eligibility. These series of operations were underway as per work plan.

### **Attainment Level at Terminal Evaluation**

The level of attainment of improvement of capacity in the field of waste collection and transportation by NCC in terms of private sector involvement at the time of terminal evaluation is summarised as follows:

- The examination of the franchise system introduced in the PP took longer because it took a longer time to review the tender documents submitted by the PSP than expected. It was originally planned to be completed by the 1<sup>st</sup> of August 2014, but it took 3 more months since it started in the 1<sup>st</sup> of November. This delay resulted in the misperception of trust among the residents and the PSP, and the prevention of future recurrence of such delay was suggested.
- After the contract, SIFA as the awarded PSP had as short as two months as the preparation period for the introduction of franchise system in the PP. Thus, project operation started without complete preparation. In the future, for the other zone it was decided that three months is preferable to the one-month preparation period.
- The franchise system introduced in the PP in which the collection of garbage was started by SIFA in November 2014 does not extend to the collection of trash by 4% in November 2015 in Kilimani and Kileleshwa. This is largely due to the effect of the court order taken by WEMAK. NCC is going to continue the talks with WEMAK aiming for reconciliation. NCC also is making efforts to increase the customers of SIFA on the franchise system of PP directly in large-scale commercial facilities.
- Collection of garbage by SIFA from four locations of Kangemi district was started with the franchise system of PP. The regular collection of trash was carried out, and illegal dumping was also reduced resulting in a better environment for the city. However, due to the poor growth of SIFA's customers in Kilimani and Kileleshwa, the operation of subsidised garbage collection in Kangemi district was stopped in May, 2015. Hence, waste collection in Kangemi has not been sufficiently performed which led to the resurgence of environmental degradation.
- According to the franchise contract of the PP, (1) road cleaning, (2) franchise fee of delivery, (3) separate waste collection using 3 kinds of garbage bags, and (4) Kangemi district of garbage collection has been touted, but due to the stagnant growth of customers of SIFA, the system has not fully operated.
- A new bid for the franchise system of the three zones was carried out by the NCC. Among them, ZOA TAKA has entered into a contract for the implementation in Zone 9 which came into operation in October 2015. As to the other two locations (Zone 1 and Zone 6), the bidding resulted in failure. The preparation for re-bidding was also considering measures on the WEMAK issue.
- Guidelines for waste collection and transportation by the franchise system have to be created. After listening to the opinion of the Nairobi City side, it shall be finalised in order to have more practical guidelines for operation.

### **Output 3: NCC's Capacity is Strengthened in Terms of Involvement of CBOs for Solid Waste Collection and Transportation.**

#### **Attainment Level at Mid-term Evaluation**

The level of attainment of improvement of capacity in the field of waste collection and transportation in terms of involvement of CBOs at the time of the mid-term evaluation is summarised as follows:

- It was too early to foresee the outcome of the pilot project on CBO coordination as it has just began.
- In the pilot project, the number of clients has increased through awareness raising activities like clean-up activities. Nonetheless, there have been occasions where NCC failed to transport the collected waste from the designated collection points, resulting in the accumulation of waste from time to time. This kind of situation leads to the lowering credibility of the CBO and acted as hindering factor when trying to gain new clients or retain the existing clients.
- NCC's failure to transport the collected waste from the designated collection point could lead to increase in the number of illegal dumping points; thus, it would be necessary to collaborate with the Output 1 activity.
- A guideline on CBOs coordination has been planned to be completed by March 2015.
- Emergence of illegal dumping points is not directly linked to the success or failure of CBO activities and heavily relies on NCC's capacity on waste collection and transportation. Therefore, the indicator for this output should be changed according to the increase in the number of clients.

#### **Attainment Level at Terminal Evaluation**

The level of attainment of improvement of capacity in the field of waste collection and transportation in terms of involvement of CBOs at the time of the terminal evaluation is summarised as follows:

- A guideline on CBOs involvement is in its second draft and planned to be finalised by December 2015.
- As for the increase in number of clients, it has not been actualised as anticipated since a) a slum upgrading project from another organisation, the National Youth Service, started more inexpensive waste collection services since November 2014, and b) a waste collection company assisted by a foreign donor continued to provide competing services.
- Even though some challenges face the pilot project from unexpected external factors (conflict with other programs), it should be worth noting that a) a new mechanism was introduced to collaborate otherwise-competing-CBOs, and b) ground design was established for various studies and meetings.
- In the new mechanisms, competing CBOs were consulted and coordinated to establish an umbrella group, in which waste collection works were effectively demarcated among the group and efficient waste collection work was realised. C/P has been gaining experience in such efforts and now considering expansion of the same system in another area near Dandora.
- C/P which has been gaining experiences necessary to involve CBOs through engagement in designing the pilot project, conducted needs assessment survey as well as public awareness raising meeting. It can be evaluated that capacity of the C/P has been successfully strengthened to involve CBOs.

**Output 4: Capacity of DoE on Financial Management is Strengthened.****Attainment Level at Mid-term Evaluation**

The level of attainment of improvement of capacity in the field of financial management at the time of mid-term evaluation is summarised as follows:

- Since the counterparts (C/Ps) in the field of financial management belong to the Department of County Treasury and could not allocate their entire working time exclusively for the project, the improvement of financial capacities had not been sufficient. However, from the mid-term evaluation onward, it is expected that their capacities would be significantly enhanced, since they would be regularly stationed inside the preparatory unit for the SWM public corporation as C/Ps who would exclusively work for the project.
- Although the SWM special account was opened as scheduled, the account had not been functioning well. This was due to the fact that the expected revenue from the franchise fee had not yet been generated in association with the serious delay of the franchise pilot project.
- Regarding the financial monitoring, the quarterly and monthly financial monitoring of the SWM-related revenues and expenditures tended to be delayed. As a result, the financial monitoring of the SWM special account was not sufficiently carried out.
- The most remarkable contributory factor in terms of organisational restructuring is the establishment of the preparatory unit for the SWM public corporation as well as recruiting 5 additional staff for the preparatory unit. However, at the time of the mid-term evaluation, due to the lack of cash flow in NCC's budget, the budget for the recruitment of more personnel, the renovation of the office and procurement of equipment were not sufficiently secured.
- The SWM Law was drafted and had been discussed in the assembly. However, the enactment of the SWM Law was delayed due to the slow process of finalisation in the assembly.

**Attainment Level at Terminal Evaluation**

The level of attainment of improvement of capacity in the field of financial management at the time of terminal evaluation is summarised as follows:

- Although the SWM special account was officially opened, revenue from the franchise fee which is the main financial source has not yet been generated due to the stagnant contracts with customers caused by the insufficient enforcement and delay of the franchise pilot project in Zone 7.
- Although the budget for the operation of the preparatory unit for the SWM public corporation was partially secured, the amount is not sufficient to establish the full-scale SWM public corporation. However, in case the franchise pilot project is expanded to zones other than Zone 7 and the franchise fee becomes the main pillar of the revenue for the SWM special account, it can be expected that the operational budget to continuously provide the SWM services will be successfully secured.
- Regarding the financial monitoring, although the monthly financial monitoring of the SWM-related revenues and expenditures tends to be delayed, the monitoring report is being prepared, at least, on the quarterly basis. The timely analysis and submission of the monthly financial monitoring report should be the next challenge.
- In order to establish the preparatory unit for the SWM public corporation, the budgets for renovation, procurement of necessary office equipment and PCs, and recruitment of new staff were secured by NCC as a special financial arrangement. However, due to the lack of cash flow in the NCC's budget, disbursement of the budget was seriously delayed.
- After the termination of the project, the preparatory unit for the SWM public corporation will be a



key organisation. However, the number of personnel in the preparatory unit is limited to only 5 staff members. In order to smoothly transform from the preparatory unit to the full-scale SWM public corporation, further increase in the number of staff is absolutely required.

- The SWM Law was officially approved and enacted by the NCC assembly in November 2015. The relevant NCC regulations on the SWM Law are currently being prepared by DoE.
- It was proven that the complicated and inefficient procurement procedures lead to the delay in the implementation of the franchise pilot project and the creation of the preparatory unit for the SWM public corporation. In order to simplify the procurement procedures in the current legal framework, countermeasures are being considered.
- At the time of the terminal evaluation, it was found that commitment and ownership of the project by NCC's top management in the field of financial and institutional issues are not sufficient. It can be expected that the SWM public corporation will be promptly established in association with the expansion of franchise zones, thereby achieving a more financially independent, transparent, and efficient organisation.

#### **Output 5: Challenges and Roadmaps of DoE are Clarified.**

The item "clarification of challenges and roadmaps" was an activity conducted in Term 4. Therefore, the achievement of the project purpose is not evaluated up to the point of the mid-term evaluation. The achievement of the project purpose at the terminal evaluation is thus reported in this item "clarification of challenges and roadmaps."

#### **Attainment Level at Terminal Evaluation**

The level of attainment of improvement of capacity in the field of clarification of challenges and roadmaps at the time of terminal evaluation is summarised as follows:

- The roadmap is now being elaborated with the Kenyan counterparts and the Japanese experts working together. The counterparts have already checked the progress of the programs and/or activities described in the Master Plan which was formulated in the previous study with JICA's cooperation. On the basis of the foreseen progress and challenges, necessary actions will be determined as a roadmap.



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**5.      *RECOMMENDATIONS TO ACHIEVE THE  
OVERALL GOAL***

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## **CHAPTER 5. RECOMMENDATIONS TO ACHIEVE THE OVERALL GOAL**

As mentioned in the “Background of the Project” at the beginning of this report, Kenya Vision 2030 aims at transforming the country into “a nation that has a clean, secure and sustainable environment by 2030.” To realise this, proper implementation of integrated solid waste management (ISWM) in Nairobi, the capital city of Kenya, is crucial so that the overall goal of the Project, “Waste collection and transportation services in Nairobi City are expanded by NCC”, in particular, should be attained.

NCC, the organisation responsible for waste collection and transportation in the county, should first recognise the importance of ISWM. Since the implementation of ISWM is related not only to the Department of Environment (DoE), but also the Department of County Treasury, Supply Chain Management Department, Public Works Department and the other departments of NCC, NCC as a whole should be keen in tackling the implementation appropriately. In addition, close communication and information sharing among the stakeholders should be kept in proper consideration.

In order to resolve the issues, the management staff of NCC, from the Governor as the leader to the County Executive Committee Member - Environment, Energy and Water, County Chief Officer, and the Director of Environment, should show their strong commitment and act together to accomplish the goal. Moreover, the understanding and cooperation of residents and businesses like PSPs are indispensable for the smooth and effective implementation of the ISWM because ISWM is closely related to the people’s daily living condition. Above all, the spread of distrust among the residents and businesses to NCC should be eradicated and reliance to NCC should be maintained at any rate.

To attain this aim, every staff member of NCC should diligently and seriously accomplish their daily work, and corruption should be eliminated. Based on mutual trust, NCC should carry out public awareness raising activities on the ISWM largely and widely through the media and stakeholder meetings, not from the administrator’s perspective but the citizen’s perspective. Although the restoration of mutual trust may be long and public awareness raising campaign may take some time to produce the desired effects, it is essential that NCC should implement the activities steadily and continuously to ultimately achieve the goal.

Considering the current situation of NCC, its initiative should be workable and, as proposed in the Master Plan, it should establish a SWM Public Corporation immediately to focus solely on tackling the issues on SWM. Also, since the technical components of ISWM such as waste collection and transportation, 3R/intermediate treatment and final disposal are interrelated and affect each other, the implementation of action plans formulated in the roadmaps of the ISWM in NCC, including the improvement of Dandora Dumpsite and the establishment of a new landfill site that are presently enormous challenges to NCC, is of great importance and urgent necessity.



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

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

<p><b>disposal site</b></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><b>2-4 To conduct activities of awareness raising on solid waste management in the pilot area</b></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><b>2. Kenyan side</b></p> <p>(1) Counterpart personnel including administrators</p> <p>1) Counterpart personnel of DoE and Department of Treasury</p> <p><b>2) Counterpart personnel (5 Staffs of Preparatory Unit for SWM Public Corporation)</b></p> <p>(2) Office space, meeting room</p> <p>1) Office space, meeting room for Japanese experts</p> <p><b>2) Office space, meeting room for staff of Preparatory Unit for SWM Public Corporation</b></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><b>2) Local cost for Preparatory Unit of SWM Public Corporation</b></p> <p><b>3) Special allowances for counterpart personnel until the commencement of operations of Preparatory Unit for SWM Public Corporation</b></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><b>5-1 To establish Preparatory Unit for SWM Public Corporation and make organizational chart and job descriptions.</b></p> <p>5-2 To review collection and transportation activities implemented under the Project</p> <p>5-3 To re-design a roadmap of <b>NCC</b> and to make recommendations for better solid waste management</p>		

***ANNEX 1.2 Project Flowchart***





Japanese Fiscal Year	Fiscal 2011			Fiscal 2012						Fiscal 2013						Fiscal 2014						Fiscal 2015						2016									
	2012			2013						2014						2015						2016															
	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
Term	[A] Term 1												[B] Term 2						[C] Term 3						[D] Term 4												
Common Contents of All Outputs	[A01] Examination of Principal Approach, Methodology, Schedule and Procedure of the Project			[B01] Examination of the Work Plan for Term 2 and Participation in Related Meetings						[C01] Examination of the Work Plan for Term 3 and Participation in Related Meetings						[D01] Examination of the Work Plan for Term 4 and Participation in Related Meetings																					
	[A02] Presentation of the Inception Report and Consultation with the Kenyan Side			[A06] Public Awareness Raising						[B04] Public Awareness Raising						[C04] Public Awareness Raising						[D04] Public Awareness Raising															
	[A03] Assistance in the Establishment of the Joint Coordinating Committee and in Periodical Meeting			[B02] Assistance in Periodical Meetings of the Joint Coordinating Committee						[C02] Assistance in Periodical Meetings of the Joint Coordinating Committee						[D02] Assistance in Periodical Meetings of the Joint Coordinating Committee						[D03] Implementation of Capacity Assessment															
	[A04] Assistance in Holding the Kick-Off Event			[A05] Implementation of Capacity Assessment and Collection of Baseline Data						[B03] Implementation of Capacity						[C05] Technical Assistance for Management of Dandore Dumpsite						[D05] Technical Assistance for Management of Dandore Dumpsite						[D06] Holding the Final									
	[A05]			[A07] Submission of Progress Report 1						[B05] Preparation of the Progress Report 2						[C06] Preparation of the Progress Report 3						[D07] Preparation of the Project Completion Report						[D07]									
Output 1 Capacity of NCC on solid waste collection and transportation is strengthened.	[A08] Investigation and analysis of waste collection and transportation situation by NCC			[B06] Evaluation and Feedback of Waste Collection and Transportation by NCC						[C07] Evaluation and feedback of the improvement activities of waste collection and transportation by NCC						[D08] Ongoing monitoring of the improvement activities of waste collection and transportation by NCC																					
	[A09] The creation of waste collection and transportation improvement plan by NCC			[A10] Implementation based on the improvement plan						[C08] Creating a Guideline in accordance with the waste collection and transportation by NCC						[D09] Implementation and monitoring of the franchise system introduced PP																					
Output 2 NCC's capacity is strengthened in terms of involvement of private sector for solid waste collection and transportation.	[A11] Investigation and analysis of waste collection and transportation situation by the private license			[A12] Design development of the franchise system introduced pilot project						[B09] Implementation of the franchise system introduced PP						[C09] Adjustment of action aimed at solving the problems of the implementation of the franchise system introduced PP						[D10] Evaluation and feedback of the franchise system introduced PP						[D11] Guideline for waste collection and transportation by the franchise system									
	[A13] Summary of issues towards PP implementation			[A14] Adjustment of action aimed at solving problems						[B08] Identification and Arrangement of Required Actions for the Solution of Problems in the Pilot Project						[C10] Evaluation and feedback of the franchise system introduced PP						[D11] Guideline for waste collection and transportation by the franchise system															
	[A14]			[B08]						[C11] Implementation and monitoring of the franchise system introduced PP						[D10] Evaluation and feedback of the franchise system introduced PP						[D11] Guideline for waste collection and transportation by the franchise system															
Output 3 NCC's capacity is strengthened in terms of involvement of CBOs for solid waste collection and transportation.	[A15] Problem Identification of Waste Collection in Slum Areas			[B10] Public Explanatory Meetings Targeted at Residents in PP area						[C12] Selection of Expanded/New PP Site and PP Design						[D12] Continuous Monitoring of Implementation of Pilot Project for CBOs Involvement in Waste Collection in Slum Areas																					
	[A16] Designing of the Pilot Project for CBOs Involvement in Waste Collection in Slum Areas			[B11] Implementation of Clean-up Campaigns in PP area						[C13] Continuous Monitoring for Implementation of Pilot Project for CBOs Involvement in Waste Collection in Slum Areas						[D12] Continuous Monitoring of Implementation of Pilot Project for CBOs Involvement in Waste Collection in Slum Areas																					
	[A17] Selection of Pilot Project Area and Consultation on Project Implementation			[B12] Implementation of PP						[B13] Monitoring and Evaluation of PP						[C14] Preparation of Guidelines for the CBOs Involvement in Waste Collection in Slum Areas						[D12] Continuous Monitoring of Implementation of Pilot Project for CBOs Involvement in Waste Collection in Slum Areas															
Output 4 Capacity of DoE on financial management is strengthened.	[A18] Clarification and Review of Revenue and Expenditure of NCC regarding SWM			[A21] Introduction of SWM Special						[B15] Calculation of Revenue and Expenditure Required for SWM						[C15] Introduction and Monitoring of SWM Special Account Plan and Preparation of the Financial						[D14] Advise on the Implementation of Recommendation for Improvement of the Financial Condition of NCC															
	[A19] Preparation for the Introduction of SWM Special Account Plan			[A20] Introduction of SWM Special						[B16] Preparation of Budget based on SWM Special Account						[C16] Analysis of the Financial Report and Recommendation for Improvement of the Financial Condition of NCC						[D13] Analysis of the Financial Report and Recommendation for Improvement of the Financial Condition of NCC															
	[A20]			[B15]						[C15]						[D14]																					
Output 5 Challenge and roadmaps of DoE are clarified.																[D15] Review of the Waste Collection and Transportation Work in the Project						[D16] Recommendation on Revision of Roadmaps for SWM by NCC and the Future Direction															
Report Meeting	IC/R ▲JCC			P/R1						▲JCC						▲JCC						▲JCC						F/R ▲JCC Final Seminar									
	IC/R : Inception Report			P/R1 : Progress Report 1						P/R2 : Progress Report 2						P/R3 : Progress Report 3						F/R : Final Report															

### Project Flowchart



***ANNEX 1.3 Plan of Operations***







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												
<b>WBS for Term 1: Fiscal Year of 2012</b>																																																															
[A11]	Investigation and analysis of waste collection and transportation situation by the private license trader																																																														
[A12]	Design development of the franchise system introduced pilot project																																																														
[A13]	Summary of Issues towards PP implementation																																																														
[A13-1]	The selection of the P zone																																																														
[A13-2]	Consensus of the city for the PSP franchise system introduced PP																																																														
[A13-3]	Understanding of the collection and transportation situation of PSP you are collecting dust in the PP zone																																																														
[A13-4]	Franchise system cash flow																																																														
[A14]	Adjustment of action aimed at solving problems																																																														
[A14-1]	Organization of bidding conditions for the franchise system introduced																																																														
[A14-2]	The formation of the citizen agreement on the franchise system introduced PP																																																														
<b>WBS for Term 2: Fiscal Year of 2013</b>																																																															
[B08]	Adjustment of action aimed at solving problems																																																														
[B08-1]	Description of the citizens towards the franchise system introduced PP																																																														
[B08-2]	Franchise operators and CBO of cooperation																																																														
[B09]	Implementation of the franchise system introduced PP																																																														
[B09-1]	Of the population and the amount of waste generated survey																																																														
[B09-2]	Pre-qualification introduction of screening (PQ)																																																														
[B09-3]	PQ Overview																																																														
[B09-4]	Implementation of the briefings of franchise system introduced PP																																																														
<b>WBS for Term 3: Fiscal Year of 2014</b>																																																															
[C09]	Adjustment of action aimed at solving the problems of the implementation of the franchise system introduced PP																																																														
[C09-1]	Bid of franchise system introduced PP																																																														
[C09-2]	Preparations for Commencement of the Franchise System Introduced PP																																																														
[C09-3]	Implementation of the franchise system introduced PP																																																														
[C10]	Evaluation and feedback of the franchise system introduced PP																																																														
[C11]	Implementation and monitoring of the franchise system introduced PP																																																														
[C11-1]	Elimination of the PSP, which is carried out illegally collecting garbage in the zone 7																																																														
[C11-2]	Citizen well-known thorough franchise system introduced PP																																																														
[C11-3]	Litigation by WEMAKE																																																														
<b>WBS for Term 4: Fiscal Year of 2015</b>																																																															
[D09]	Implementation and monitoring of the franchise system introduced PP																																																														
[D09-1]	Enforcement survey of franchise system introduced PP																																																														
[D09-1-1]	Situation of TPP in the zone 7																																																														
[D09-1-2]	Franchise system citizen described in the zone 7																																																														
[D09-2]	Improvement and the issues survey in waste collection and transportation																																																														
[D09-2-1]	Impact of litigation by WEMAKE																																																														
[D09-2-2]	Unification of waste collection and transportation permit																																																														
[D09-2-3]	Illegal dumping landfill of waste																																																														
[D10]	Evaluation and feedback of the franchise system introduced PP																																																														
[D10-1]	Research and implementation and feedback of the evaluation of the collection and transportation situation of waste after the franchise system introduced																																																														
[D10-1-1]	collection and transportation situation of waste																																																														
[D10-2]	Implementation and feedback of the investigation and evaluation of management balance of payments situation of SIFA																																																														
[D10-3]	Implementation of the investigation and measures of the problems in the franchise system introduced																																																														
[D10-3-1]	improvement of the relationship between the NCC and WIMAX																																																														
[D10-3-2]	consultation with the PSP2 companies with respect to franchise system																																																														
[D10-4]	The introduction of the new franchise system																																																														
[D11]	Guideline for waste collection and transportation by the franchise system																																																														
Report/Evaluation	★ ICR												★ PR1												□ Mid-term Evaluation												★ PR2												★ PR3			□ Terminal Evaluation			★ F/R								
Meeting/Seminar	▲ JCC			◆ Kick-Off Event									▲ JCC			▲ JCC									▲ JCC			▲ JCC			▲ Final Seminar									◆ JCC																							













***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 <sup>st</sup> of October, 2012 – 3 <sup>rd</sup> 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"> <li>1) Knowledge on Solid Waste Management in Kitakyusyu City</li> <li>2) Knowledge on waste collection and transportation in Kitakyusyu City</li> <li>3) Knowledge on waste collection and transportation by private sector</li> <li>4) Knowledge on roles of local community centres</li> <li>5) Knowledge on treatment methods of organic waste</li> <li>6) Knowledge on controlled landfill method</li> </ol>

### [FY2013/14]

Trainee	Mr. Geoffrey Kihoro Mr. Gabriel Omondi
Subject	Capacity Development of Solid Waste Management
Period	22 <sup>nd</sup> of July, 2013 – 2 <sup>nd</sup> 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"> <li>1) Knowledge on Solid Waste Management in Kitakyushu City</li> <li>2) Knowledge on waste collection and transportation in Kitakyushu City</li> <li>3) Knowledge on waste collection and transportation by private sector</li> <li>4) Knowledge on roles of local community centres</li> <li>5) Knowledge on treatment methods of organic waste</li> <li>6) Knowledge on controlled landfill method</li> </ol>

**[FY2014/15]**

Trainee	Mr. Duncan Miheso Mr. Cyrilus Kidew
Subject	Capacity Development of Solid Waste Management
Period	29 <sup>th</sup> of September, 2014 – 10 <sup>th</sup> 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"><li>1) Knowledge on Solid Waste Management in Kitakyushu City</li><li>2) Knowledge on waste collection and transportation in Kitakyushu City</li><li>3) Knowledge on waste collection and transportation by private sector</li><li>4) Knowledge on roles of local community centres</li><li>5) Knowledge on treatment methods of organic waste</li><li>6) Knowledge on controlled landfill method</li></ol>

**[FY2015/16]**

Trainee	Ms. Margaret Kariuki Ms. Patricia Akinyi
Subject	Capacity Development of Solid Waste Management
Period	19 <sup>th</sup> of October, 2015 – 30 <sup>th</sup> 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"><li>1) Knowledge on Solid Waste Management in Kitakyushu City</li><li>2) Knowledge on waste collection and transportation in Kitakyushu City</li><li>3) Knowledge on waste collection and transportation by private sector</li><li>4) Knowledge on roles of local community centres</li><li>5) Knowledge on treatment methods of organic waste</li><li>6) Knowledge on controlled landfill method</li></ol>

***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

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CITY HALL  
P.O. BOX 30075-00100  
NAIROBI



## ENVIRONMENT & FORESTRY

### MINUTES OF THE 4<sup>TH</sup> 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:** 2<sup>nd</sup> 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
<b>1. Introduction</b>	<ul style="list-style-type: none"> <li>• The meeting was called to order at 9:10am.</li> <li>• Members introduced themselves.</li> </ul>	Chairman- Mr. Evans Ondieki (NCC)
<b>2. Confirmation of previous minutes</b>	<ul style="list-style-type: none"> <li>• Members went through the minutes of the previous JCC meeting held on 27<sup>th</sup> January, 2015.</li> </ul>	<ul style="list-style-type: none"> <li>• Mr. Isaac Muraya (NCC) proposed &amp; Mrs. Esther Ndegwa (NCC) seconded</li> </ul>

<p><b>3. Matters arising</b></p>	<ul style="list-style-type: none"> <li>● 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.</li> <li>● SWM bill is in its second reading in the County assembly and will soon be signed into law.</li> <li>● Court case on Zone 7 franchise system by WEMAK was handed over to a private lawyer and the possible final hearing would be on 8<sup>th</sup> July 2015 and it's expected that the results will be positive.</li> <li>● Concern on the advertisement of zones 1, 6 and 9 for in view of current challenges faced in zone 7 was raised.</li> <li>● 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.</li> <li>● 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.</li> </ul>	<ul style="list-style-type: none"> <li>● Mr. Evans Ondieki (NCC)</li> <li>● Dr. Leah Oyake (NCC)</li> <li>● Mr. Samwel Mwangi (NCC)</li> <li>● Mr. Miyagawa (JICA, Kenya)</li> <li>● Mr. Isaac Muraya (NCC)</li> <li>● Dr. Leah Oyake (NCC)</li> </ul>
<p><b>4. Presentations of project progress and way forward of the project (Kenyan counterparts)</b></p>	<p><i>Playing of franchising edited video clip</i></p> <ul style="list-style-type: none"> <li>● 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.</li> <li>● The video clip was then played by Mr. Okamoto (JET).</li> <li>● All the present members watched and finally acknowledged it.</li> </ul> <p><i>Waste collection &amp; transportation</i></p>	<ul style="list-style-type: none"> <li>● Dr. Leah Oyake (NCC)</li> <li>● Mr. Okamoto (JET)</li> <li>● All</li> <li>● Mr. James Otiende</li> </ul>

	<ul style="list-style-type: none"> <li>• Both output 1&amp;2 progress were presented by Mr. Otiende (NCC) including performance indicators being NCC fleet increased and improvement of Dandora dump site.</li> <li>• He explained that since the pilot project began in zone 7 in the last 8 months, there were some progress though some challenges were experienced due to the court case and inadequate enforcement, the franchisee was not doing well due to the low number of clients hence more public awareness for both zone seven and other zones needed to be enhanced.</li> <li>• Some of the other challenges included current status or low ratio no franchise fee, withdrawal of the franchisee from Kangemi as from March 2015 where a comparison of the months of February indicated Kangemi Cemetery collection point to be sustained while June 2015 indicated the status to be a health hazard to the residents, NCC trucks were not collecting Kangemi market waste regularly and inadequate awareness on separation of waste at source.</li> </ul> <p><b><i>CBO's coordination</i></b></p> <ul style="list-style-type: none"> <li>• A presentation on Kibera and Kangemi CBO's were made by Mrs. Margaret Kariuki (NCC).</li> <li>• Two low income areas were targeted (Kibera; Gatwikara, Soweto west, Kianda amongst others and Kangemi; Clean Vision) CBO's and all the CBO's have been trained on solid waste management and financial management skills though some of Kibera CBO's activities had been disrupted by National Youth Service (NYS) programme.</li> <li>• Clean Vision CBO (Kangemi) faced number of challenges before franchise system began but the situation improved soon after the franchise system but deteriorated later in March 2015 soon after franchisee withdrew waste collection from the collection points in Kangemi thus worse before good after and worse currently.</li> <li>• She finally made it clear that awareness creation</li> </ul>	<p>(NCC)</p> <p>• Mrs. Margaret Kariuki (NCC)</p>
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	<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><b><i>Financial management and institutional restructuring</i></b></p> <ul style="list-style-type: none"> <li>● 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</li> <li>● 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</li> </ul> <p><b><i>Final disposal site</i></b></p> <ul style="list-style-type: none"> <li>● 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.</li> <li>● 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.</li> </ul> <p><b><i>Feedback from JICA Expert Team (JET)</i></b></p>	<ul style="list-style-type: none"> <li>● Mrs. Esther Ndegwa (NCC)</li> <li>● Mr. Roy Onyango (NCC)</li> <li>● Mr. Masakazu Maeda (JET)</li> </ul>
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	<ul style="list-style-type: none"> <li>● 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.</li> <li>● 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.</li> <li>● 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.</li> </ul> <p><i>Challenges and way forward</i></p> <ul style="list-style-type: none"> <li>● 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.</li> <li>● 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</li> </ul>	<ul style="list-style-type: none"> <li>● Mr. Evans Ondieki (NCC), Mrs. Margaret Kariuki (NCC), Dr. Ayisi (NCC) &amp; Mr. Miyagawa (JICA, Kenya)</li> <li>● Dr. Leah Oyake (NCC)</li> </ul>
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	<p>before or after 9pm NEWS</p> <ul style="list-style-type: none"> <li>● 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.</li> <li>● Invited Mr. Maeda (JET) and Mr. Okamoto (JET) to attend Eastleigh clean up on 2<sup>nd</sup> July 2015 as from 12.30pm immediately after the JCC meeting to enhance public awareness in Nairobi City County.</li> <li>● He lamented that there was no properly documented public education model (information) to target zone 7 residents like separation of waste at the source.</li> <li>● 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 onceis 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.</li> <li>● 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.</li> <li>● 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</li> </ul>	<ul style="list-style-type: none"> <li>● Mr. Masakazu Maeda (JET)</li> <li>● Mr. Evans Ondieki (NCC)</li> </ul>
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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"> <li>● 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.</li> <li>● 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.</li> <li>● Asked Mr. Ondieki (NCC) to follow up and find an alternative site in Ruai with clear ownership documents and eventually asked to consider reviewing.</li> </ul> <p>ISWM master plan to incorporate such important suggestions from JCC meetings.</p> <ul style="list-style-type: none"> <li>● 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.</li> <li>● 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.</li> <li>● 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.</li> </ul>	<ul style="list-style-type: none"> <li>● Dr. Leah Oyake (NCC)</li> <li>● Mr. Miyagawa (JICA, Kenya)</li> <li>● Mr. Isaac Muraya (NCC)</li> </ul>
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	<ul style="list-style-type: none"> <li>● 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.</li> <li>● Asked NCC and JET to involve both Sub county administrators and Ward administrators into franchise system.</li> <li>● 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.</li> <li>● Assured all the present members that all was not lost since court case might be solved on 8<sup>th</sup> July 2015 as long as WEMAK does not consider to appeal their case at the ‘Court of Appeal’.</li> <li>● Cited logistics problems at Dandora dumpsite hindering the improvement of fence wall and access route construction.</li> <li>● Suggested centralization of solid waste through increased narration rather than depending on the open Dandora dumpsite.</li> <li>● 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.</li> <li>● 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.</li> </ul>	<ul style="list-style-type: none"> <li>● Mr. Ngugi (JICA, Kenya)</li> <li>● Dr. Anyisi (NCC)</li> <li>● Mr. Duncan Miheso (NCC)</li> <li>● Mr. Samwel Mwangi (NCC)</li> <li>● Mr. Roy Onyango (NCC)</li> <li>● Eng. Muguna (NCC)</li> <li>● Mr. Kazungu (NCC)</li> <li>● Mr. Ogawa (JET) &amp; Mrs. Esther Ndegwa (NCC)</li> </ul>

<p><b>A.O.B</b></p>	<ul style="list-style-type: none"> <li>● Requested involvement of the general public in future JCC meetings.</li> <li>● It was agreed that franchise fee payment to be extended for another 6 months based on the current challenges like ‘Court case’.</li> <li>● Requested JET for project extension for at least 1 year and asked for fast tracking of the beginning of the extension process.</li> <li>● Lamented that the project ends in March 2016 and so NCC should show progress since the final evaluation team would come on 23<sup>rd</sup> September to 1<sup>st</sup> October 2015 and they would be determinant of the future proceeding of the project.</li> <li>● 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.</li> <li>● Alternative Ruai landfill site should be identified and NCC would organize for visit on Wednesday, 8<sup>th</sup> July 2015 with the help of Department of Planning by availing status reports and follow ups.</li> <li>● 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.</li> <li>● Promised to implement proposals made by JET.</li> <li>● Escalate public education and awareness and promote concepts of 3Rs (Reduce, Reuse and Recycle)</li> <li>● NCC committed itself by providing enforcement officers to ensure franchise system succeeds.</li> </ul>	<ul style="list-style-type: none"> <li>● Mr. Tambara (JICA, Kenya)</li> <li>● All</li> <li>● Mr. Evans Ondieki (NCC)</li> <li>● Mr. Miyagawa (JICA, Kenya)</li> <li>● Mr. Ngugi (JICA, Kenya) &amp; Mr. Kazungu (NCC)</li> <li>● Mr. Mwangi, Mr. Otiende &amp; Mr. Kamau (NCC)</li> <li>● Mr. Evans Ondieki (NCC)</li> </ul>
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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 7<sup>TH</sup> JOINT COORDINATING COMMITTEE (JCC) MEETING ON THE PROJECT FOR CAPACITY DEVELOPMENT OF SOLID WASTE MANAGEMENT OF NAIROBI CITY

Date : 30<sup>th</sup> September, 2015  
Time : 10:15am  
Venue : Committee Room, City Hall 1<sup>st</sup> 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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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 8<sup>TH</sup> JOINT COORDINATING COMMITTEE (JCC) MEETING ON THE PROJECT FOR CAPACITY DEVELOPMENT OF SOLID WASTE MANAGEMENT OF NAIROBI CITY

Date : 1<sup>st</sup> 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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Page 3

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***



Name	Position	2012												2013												2014												2015												2016											
		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	4	5	6	7	8	9	10	11	12
<b>Management Staff</b>																																																													
Eng. Christine Ogut	Chief Officer, Environment, Energy and Water																																																												
Dr. Leah Oyake	Chief Officer, Environment and Forestry																																																												
	Director of Environment, NCC																																																												
	Director of Environment, NCC																																																												
Mr. Issac Muraya	Deputy Director of Environment, NCC																																																												
Mr. Geoffrey Kihoro	Deputy Director of Environment, NCC																																																												
Mr. H.K. Mbuti	Assistant Director of Env., NCC																																																												
<b>Project Manager/SWM</b>																																																													
Mr. Mario Kainga	Assistant Director of Env., NCC																																																												
Mr. Samuel Mwangi	Assistant Director of Env., NCC																																																												
<b>All Sectors</b>																																																													
Ms. Patricia Akinyi K'omudho	Section Chief, DoE, NCC																																																												
<b>Waste Collection and Transportation</b>																																																													
Mr. James Otiende	Chief Env. Officer, DoE, NCC																																																												
Mr. Duncan Miheso	Chief Env. Officer, DoE, NCC																																																												
<b>CBO's Coordination</b>																																																													
Ms. Margaret Kariuki	Senior Public Health Officer																																																												
Mr. Moses Kamau	Senior Public Health Technician																																																												
<b>Financial Management</b>																																																													
Ms. Jane Kamau	Senior Accountant, DoE, NCC																																																												
Ms. Nancy Waweru	Senior Accountant, DoE, NCC																																																												
Mr. Samson Kamau	Senior Accountant, DoE, NCC																																																												
Ms. Esther Ndegwa	Assistant Treasurer, DCT, NCC																																																												
Mr. Fred M. Mwangi	Assistant Treasurer, DCT, NCC																																																												
Ms. Nancy Mutai	Chief Administrative Officer, HRM, NCC																																																												





***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														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	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													
	Income Level	High	Middle	Low	Middle	High	Middle	Middle	Middle	Middle	High	Low	High	High	High	Low	Middle												
Population	Location Name	Parklands	Highridge	Kitsuru	Vivandani	Kahawa	Githurai	Roysambu	Kasarani	Mukuru Nyayo	Embakasi	Umjoja	Kayole	Karobangi South	Nairobi West	Laini Saba	Kenyeta Golf Course	Karen	Uthiru/Ruthmu	Riruta	Langata								
	Population 1999	Each	11,456	46,642	27,459	59,297	31,915	47,865	27,471	37,436	36,232	22,887	61,956	93,264	98,522	17,528	35,082	42,532	52,019	30,253	9,764	23,016	65,958	16,118					
	Sub-Total		144,854								121,075	209,304				129,613				145,109									
	Population 2009	Each	11,117	53,720	31,242	71,390	56,437	87,575	47,678	100,472	53,303	87,970	201,042	177,365	175,949	55,989	47,037	80,579	52,373	35,355	13,788	32,575	99,334	19,515					
	Sub-Total		167,469								342,315	409,303				179,989				200,567									
Population Ratio 2009/1999	Each	97.0%	115.2%	113.8%	120.4%	176.8%	183.0%	173.6%	268.4%	147.1%	384.4%	324.5%	190.2%	178.6%	319.4%	134.2%	189.5%	100.7%	116.9%	141.2%	141.5%	150.6%	121.1%						
	Sub-Total		115.6%			201.9%				282.7%		195.6%				138.9%				138.2%									
	Each	4.6	42.3	20.9	11.4	14.7	5.1	28.1	29.3	2.3	63.1	14.4	9.1	3.6	4.6	12.52	23.0	0.7	9.3	27.3	7.9	7.3	7.3	44.5					
Area	Area (km <sup>2</sup> ) 1999	Sub-Total	79.2				77.2			79.8			17.3			148.9				96.3									
	Area (km <sup>2</sup> ) 2009	Each	4.5	41.9	21.3	11.3	15.1	5.0	27.7	30.5	6.0	59.9	12.0	4.8		126.4	22.0	0.8	9.5	39.6	7.9	7.3	31.8						
	Sub-Total		79.0				78.3			77.9			18.2			149.2				96.1									
Area Ratio 2009/1999	Each	97.8%	99.1%	101.9%	99.1%	102.7%	88.0%	88.6%	104.1%	260.9%	94.8%	83.3%	86.8%	152.8%	104.3%	101.0%	95.7%	114.3%	102.2%	145.1%	100.0%	100.0%	100.0%	71.5%					
	Sub-Total		99.7%			101.4%				97.6%		105.2%				100.2%				99.8%									
	Composition of Income Level in Each Zone in 2009 (Population Ratio) (%)		38.7%	18.7%	42.6%		100.0%			100.0%			100.0%			70.9%	29.1%		24.5%					75.5%					
Ratio	Eva.1 Location of Each District		Side by Side	Not		Side by Side	Not		Side by Side	Not		Side by Side	Not		Side by Side	Not		Side by Side	Not					Side by Side	Not				
	Eva.2 Population Balance between (High-Middle) and Low		Under 40%	40% ~ 60%	Over 60%		Under 40%	40% ~ 60%	Over 60%		Under 40%	40% ~ 60%	Over 60%		Under 40%	40% ~ 60%	Over 60%		Under 40%	40% ~ 60%	Over 60%		Under 40%	40% ~ 60%	Over 60%				
	Eva.3 Existing of Low Income District		Yes	No		Yes	No		Yes	No		Yes	No		Yes	No		Yes	No		Yes	No		Yes	No				
	Eva.4 Area Size		Large	Middle	Small	too Small	Large	Middle	Small	too Small	Large	Middle	Small	too Small	Large	Middle	Small	too Small	Large	Middle	Small	too Small	Large	Middle	Small	too Small			
Evaluation	Quality of PSP Collection Services																												
	Eva.5 Number of Trucks		Large	Middle	Small		Large	Middle	Small		Large	Middle	Small		Large	Middle	Small		Large	Middle	Small		Large	Middle	Small				
	Eva.6 Cleanliness		Good	Ave.	Worse		Good	Ave.	Worse		Good	Ave.	Worse		Good	Ave.	Worse		Good	Ave.	Worse		Good	Ave.	Worse				
	Eva.7 Collection Frequency		Many	Middle	Few		Many	Middle	Few		Many	Middle	Few		Many	Middle	Few		Many	Middle	Few		Many	Middle	Few				
	Eva.8 Number of PSP/Contractors		Large	Middle	Small		Large	Middle	Small		Large	Middle	Small		Large	Middle	Small		Large	Middle	Small		Large	Middle	Small				
	Eva.9 Cooperation Attitude for the Project by PSP		High	Ave.	Low		High	Ave.	Low		High	Ave.	Low		High	Ave.	Low		High	Ave.	Low		High	Ave.	Low				
	Eva.10 Possibility of Conflict among PSP/Contractors		Much	Middle	Few		Much	Middle	Few		Much	Middle	Few		Much	Middle	Few		Much	Middle	Few		Much	Middle	Few				
	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 )		
			Zone 6	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	Makadara	Bahati	Kamukuiji	Ngara	Kariakor	Makogeni	Maringo	Pumwani
	Population 1999	41,597	21,168	59,288	52,182	39,363	18,474	16,006	34,190	20,747	28,976	21,164
	Sub-Total	122,053	122,053	110,019	146,750	146,750	146,750	146,750	146,750	146,750	146,750	146,750
	Population 2009	43,122	27,202	80,699	48,489	44,823	19,591	9,857	25,354	20,063	25,396	23,052
	Sub-Total	151,023	151,023	112,903	112,903	112,903	112,903	112,903	112,903	112,903	112,903	112,903
Area	Population Ratio 2009/1999	103.7%	128.5%	136.1%	92.9%	113.9%	106.0%	61.6%	98.8%	134.5%	96.7%	108.9%
	Sub-Total	123.7%	123.7%	102.6%	102.6%	102.6%	102.6%	102.6%	102.6%	102.6%	102.6%	102.6%
	Area (km <sup>2</sup> ) 1999	16.2	9.1	4.5	3.6	2.3	1.4	2.6	2.7	2.4	1.3	1.5
	Sub-Total	29.8	29.8	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3
	Area (km <sup>2</sup> ) 2009	16.1	9.0	4.7	3.5	2.8	1.3	2.6	2.6	2.5	1.3	1.2
Ratio	Area Ratio 2009/1999	99.4%	98.9%	104.4%	97.2%	121.7%	92.9%	100.0%	96.3%	104.2%	100.0%	100.0%
	Sub-Total	100.0%	100.0%	104.1%	104.1%	104.1%	104.1%	104.1%	104.1%	104.1%	104.1%	104.1%
	Composition of Income Level in Each Zone in 2009 (Population Ratio) (%)	46.6%	53.4%	100.0%	28.5%	30.7%	45.8%	28.5%	30.7%	45.8%	28.5%	30.7%
	Eva. 1 Location of Each District	Side by Side 10	Not 5	Side by Side 10	Side by Side 10	Not 5	Side by Side 10	Not 5	Side by Side 10	Not 5	Side by Side 10	Not 5
	Eva. 2 Population Balance between (High/Middle) and Low	Under 40% 5	40% ~ 60% 10	Over 60% 5	Under 40% 5	40% ~ 60% 10	Over 60% 5	Under 40% 5	40% ~ 60% 10	Over 60% 5	Under 40% 5	40% ~ 60% 10
Evaluation	Eva. 3 Existing of Low Income District	Yes 10	No 5	Yes 10	No 5	Yes 10	No 5	Yes 10	No 5	Yes 10	No 5	
	Eva. 4 Area Size	Large 5	Middle 7.5	Small 10	Large 5	Middle 7.5	Small 10	Large 5	Middle 7.5	Small 10	too Small 5	
	Quality of PSP Collection Services	Large 5	Middle 2.5	Small 1	Large 5	Middle 2.5	Small 1	Large 5	Middle 2.3	Small 1	too Small 5	
	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	too Small 5	
	Eva. 6 Cleanliness	Good 5	Ave. 2.5	Worse 1	Good 5	Ave. 2.5	Worse 1	Good 5	Ave. 2.5	Worse 1	Good 5	Ave. 2.5
Evaluation	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 5	Middle 2.5
	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 1	Middle 2.5
	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	High 20	Ave. 10
	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	Much 10	Middle 15
	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**

<b>No.</b>	<b>Entity</b>	<b>Contact</b>	<b>Comments</b>	<b>Appointment</b>	<b>Remarks</b>
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"> <li>● Irregular waste collection despite signing a 3 year contract.</li> <li>● 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.</li> </ul> -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"> <li>● Served by Colnet for many years.</li> <li>● Not yet approached by franchisee</li> </ul>	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 <sup>st</sup> 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"> <li>SIFA rates are too high.</li> <li>Franchise system has been challenged in court. Served by Skytech Enterprises because and the matter</li> </ul>	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 <sup>nd</sup> 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?**

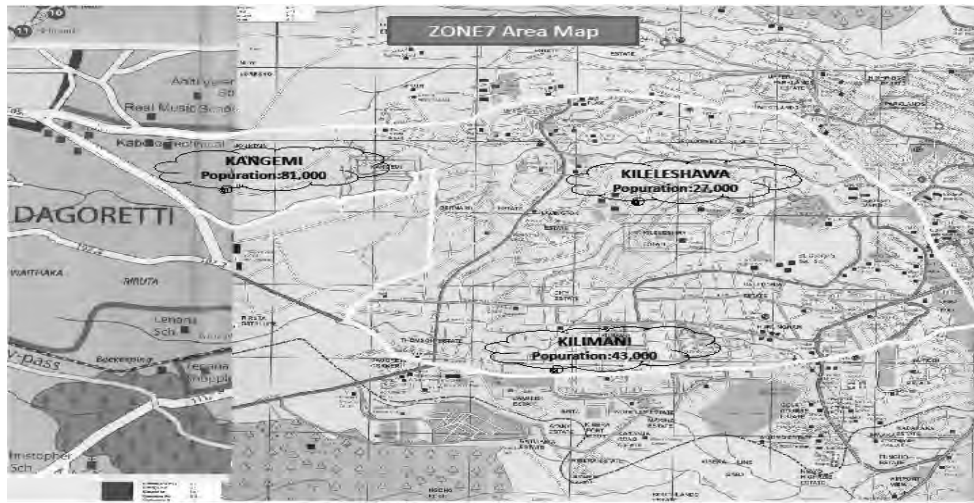
Since the early 1990's when waste collection and transportation services of the then Council started to decline in the City, non-state actors that included private firms, CBOs and Youth groups started to increase rapidly. This was mainly to fill the service provision gap that was widening at a very steady 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.

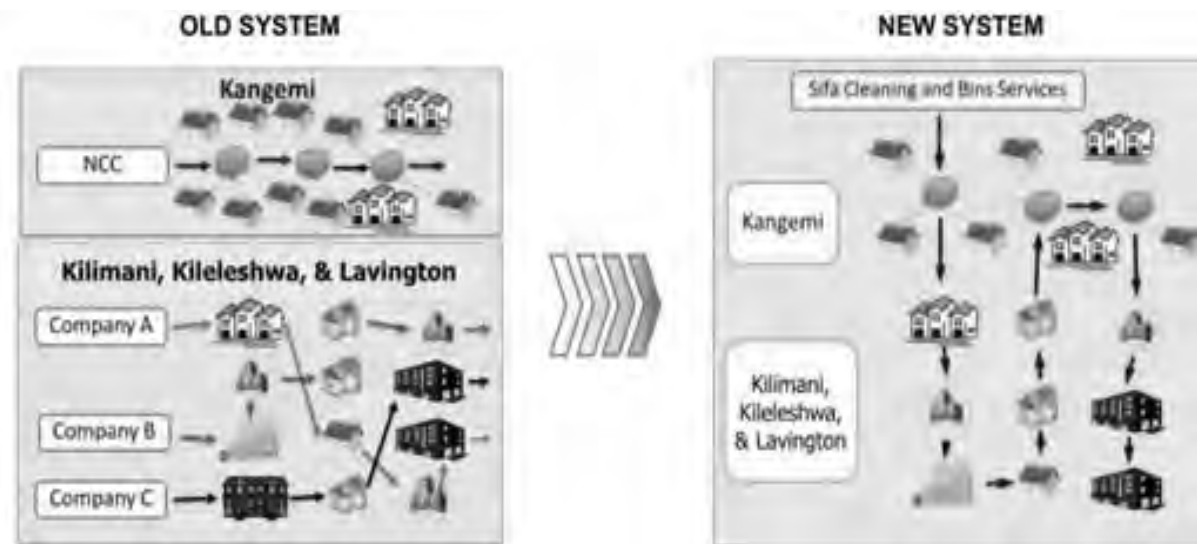
To inform implementation of the Franchise System in the whole City, a pilot project has been designed in one of the zones commonly referred to as **Zone 7**: consisting of **Kilimani, Kileleshwa, Lavington and Kangemi**. The tender for this pilot zone was awarded to **Sifa Cleaning and Bins Services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

<b>Green line</b>	:	Organic waste
<b>Blue line</b>	:	Recyclable waste
<b>Brown line</b>	:	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 **1<sup>st</sup> 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 famline (sea) limited P.O.BOX 450 RUARAKA NAIROBI	GARBAGE	65 Smart City Cleaners Limited P.O.BOX 75795,0020 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 Nymbogo 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 030 827 271	GARBAGE	87 Jipe Moyu Services Limited P.O.BOX 1351-00618 NAIROBI TEL:0722528517	SEWAGE	109 eco trash limited P.O.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		
Dawac 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		
Dawac Garbage Collectors P.O. BOX 68100,00600 NAIROBI TEL:0720347136	GARBAGE	26 Andobc 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 Mission Services Limited P.O.BOX 7044 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 Garbage Dot Com P.O. BOX 58389,00200 NAIROBI TEL: 0729 698 245	GARBAGE	91 William Kabury Njoroge P.O BOX 14473-00400 NAIROBI TEL:0706406742	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 Damsan Enterprises P.O.BOX 19380-00202 NAIROBI TEL:0707471766	GARBAGE	114 Bins (Nairobi) Services Limited P.O.BOX 42766-00100, NAIROBI TEL:0722383500	GARBAGE		
Geshy Suppliers P.O.BOX 50071 NRB TEL:072366463	GARBAGE	29 Bins (Nairobi) Services Limited P.O.BOX 42766-00100, NAIROBI (Itunguru)	GARBAGE	50 leinard enterprises P.O.BOX 42038-00100 NAIROBI	GARBAGE	72 Jepco Services and Renovators P.O.BOX 59850-00100 NAIROBI	GARBAGE	93 Sawwa Cleaning Services P.O.BOX 67112-00200 NAIROBI TEL: 0722 771 409	GARBAGE	115 Simple Garbage Collectors Limited P.O.BOX 14577-00800 NAIROBI TEL:0722383500	GARBAGE		
Smart City Cleaners Limited P.O. BOX 75795,00200 NAIROBI TEL:020247970	GARBAGE	30 Stephen Mungai Kimani P.O.BOX 23262-00100 NAIROBI TEL:0720853630	GARBAGE	51 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 Limited P.O. BOX 47569,00100 NAIROBI TEL:0728520262	GARBAGE	116 top image cleaning services ltd P.O.BOX 1032160-00101	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	52 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 Kleanly Hygiene Plus Limited P.O.BOX 28131-00200 TEL:0722100189	GARBAGE	117 Bins (Nairobi) Services Limited P.O.BOX 42766-00100 TEL:072213964	GARBAGE		
Cyka Manpower Service Limited P.O.BOX 18047-00500 TEL: 0723229474	GARBAGE	32 Metro Bins (Nairobi) Services Limited P.O.BOX 786-00200 NRB TEL 0789680787/072240	GARBAGE	53 colnet limited P.O.BOX 30826-00100 NAIROBI	GARBAGE	75 Metro Cleaners and Renovators LimitedP.O. BOX 17569,00100 NAIROBI TEL: 0728 520262	GARBAGE	96 colnet limited P.O.BOX 30826-00100	GARBAGE	118 Takataka Solutions P.O.BOX 29273-00625 TEL:0723364900	GARBAGE		
Ideal Bins Ltd P.O.BOX 56683-00200 NAIROBI TEL:071830023	GARBAGE	33 SFA Cleaning and Bins Services Limited 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 NRB TEL 0789680787	GARBAGE	97 7803-00100 NAIROBI TEL: 0722297880	GARBAGE	119 Garbage dotcom P.O.BOX 3994-00506	GARBAGE		
Sender Services Co. Ltd P.O. BOX 15952-00100 NRB TEL:020 3877350	GARBAGE	34 Mazingira Wambui P.O.BOX 72065-00200 NRB TEL 0789680787/072240	GARBAGE	55 Keneth Mwangi Macharia P.O.BOX 77506-00611 NRB TEL:0721913979	GARBAGE	77 Bins (Nairobi) Services Limited P.O.BOX 21255-00500 0723177 630	GARBAGE	98 Metro Waste Services P.O.BOX 88389-00200 NAIROBI TEL: 0789680787	GARBAGE	120 Nairobi Bottlers Ltd P.O.BOX 18034-00500, NAIROBI TEL: 0722383500	GARBAGE		
Universal Services E. A Ltd P.O.BOX 43916-00100 NAIROBI TEL:0733 720512	GARBAGE	35 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 Sifa Cleaning and Bins Services Limited P.O.BOX 26800-00504 NAIROBI TEL:0719676682	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	36 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 KURBU TEL:0722479339	GARBAGE	100 Daga Exhumer Services P.O.BOX 7803-00100 NAIROBI TEL: 0722297880	SEWAGE	122 Que Prnde P.O.BOX 141-00100 NAIROBO TEL: 0722320644	GARBAGE		
Gabbage Dot Com Ltd P.O. BOX 3994,00506 NAIROBI TEL:0729 698 245	GARBAGE	37 Cebeeth Enterprises Limited P.O.BOX 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	38 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 Sabti Cleaning Services P.O.BOX 101976-00101 NAIROBI	GARBAGE		
Zoa Taka Ltd P.O. BOX 75270,00200 NAIROBI TEL:0725048430	GARBAGE	39 Kika Power & Transmission Ltd P.O.BOX 49387-00100 NAIROBI	GARBAGE	60 takataka solutions limited P.O.BOX 29273-00625 NAIROBI	GARBAGE	82 Evabo Enterprises Limited P.O.BOX 60505-00200 NAIROBI TEL 0724536882/07143 89925	GARBAGE	103 Tania Limited P.O BOX 1034 NAIROBI TEL:0722780376.0 721-921493	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	40 Pest Destruction Services P.O.BOX 4405-00200 NAIROBI TEL:0722844942	GARBAGE	61 Morvan Waste Services P.O.BOX 58389-00200 NAIROBI TEL: 0789680787	GARBAGE	83 Bins (Nairobi) Services Limited P.O.BOX 42766-00100, NAIROBI	GARBAGE	104 alpha two enterprises P.O.BOX 29373-00100 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	41 Garbage Dot Com P.O. BOX 58389,00200 NAIROBI TEL: 0729 698 245	GARBAGE	62 david kiarie mungai P.O.BOX 29127-00605 Nairobi	GARBAGE	84 Garbage Dot Com Ltd P.O BOX 3994,00506 NAIROBI	GARBAGE	105 three bins services P.O.BOX 57968-00100 NAIROBI	GARBAGE	127 Tania Limited P.O BOX 1034 NAIROBI TEL:0722780376.07	GARBAGE		
Parapet Cleaning Services P.O.BOX 10491-00100, NAIROBI	GARBAGE	42 Clanra Cleaners Limited P.O.BOX 56795-00200 TEL:072221347	GARBAGE	63 Gichocho Building Contractors P.O BOX 25335-00100 CEL, 0722516430	GARBAGE	85 Evabo Enterprises Limited P.O.BOX 60505-00200 NAIROBI TEL: 0724536882/07143 89925	GARBAGE	106 Vijana kwa Mazingira P.O.BOX 21255-00500 0723177 630	GARBAGE	128 waveline commercial enterprises association P.O.BOX 37098-00200 NAIROBI	GARBAGE		
				64 shujaa industries Limited P.O.BOX 28737-00200 NAIROBI	GARBAGE	86 Iskar Enterprises P.O.BOX 44824-00100 NAIROBI TEL:0713866251	GARBAGE	107 Iskar Enterprises P.O.BOX 44824-00100 NAIROBI TEL:0713866251	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

15<sup>th</sup> January 2015

Director of Environment

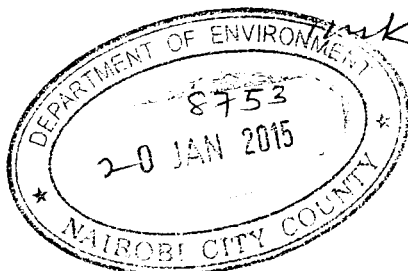
Nairobi City County Government

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 13<sup>th</sup> 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 30<sup>th</sup> September 2014 and commenced on the 1<sup>st</sup> 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 2<sup>nd</sup> July 2014.

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

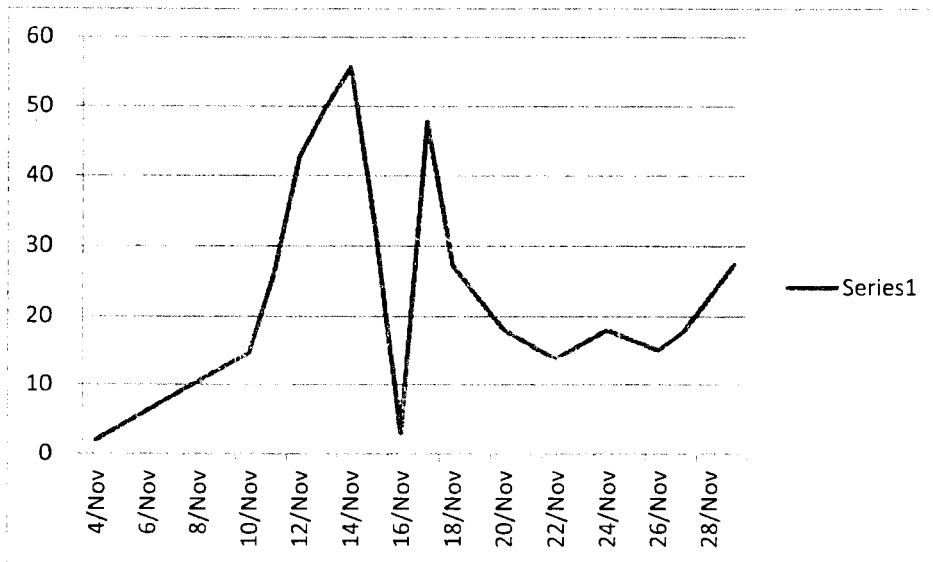
## SERVICE SUBSCRIPTION

Sub-zone (as per collection schedule	Category	Number of subscriptions	Average waste collection Charge
Kileleshwa	Households	43	465
	Commercials	9	483
	Institutions	0	0
<b>Sub-total of monthly waste collection charge 24342</b>			
Kilimani	Households	56	523
	Commercials	7	5871
	Institutions	2	18000
<b>Sub-total of monthly waste collection charge 118399</b>			
Lavington	Households	21	666
	Commercials	1	800
	Institutions	0	0
<b>Sub-total of monthly waste collection charge 14786</b>			
Westlands	Households	38	551
	Commercials	17	1147
	Institutions	1	300
<b>Sub-total of monthly waste collection charge 40467</b>			
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
<b>Sub-total of monthly waste collection charge</b>			<b>Ksh. 53,939</b>
<b>Grand total of monthly waste collection charge</b>			<b>Ksh. 254933</b>

### 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 31<sup>st</sup> 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 23<sup>rd</sup> 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.

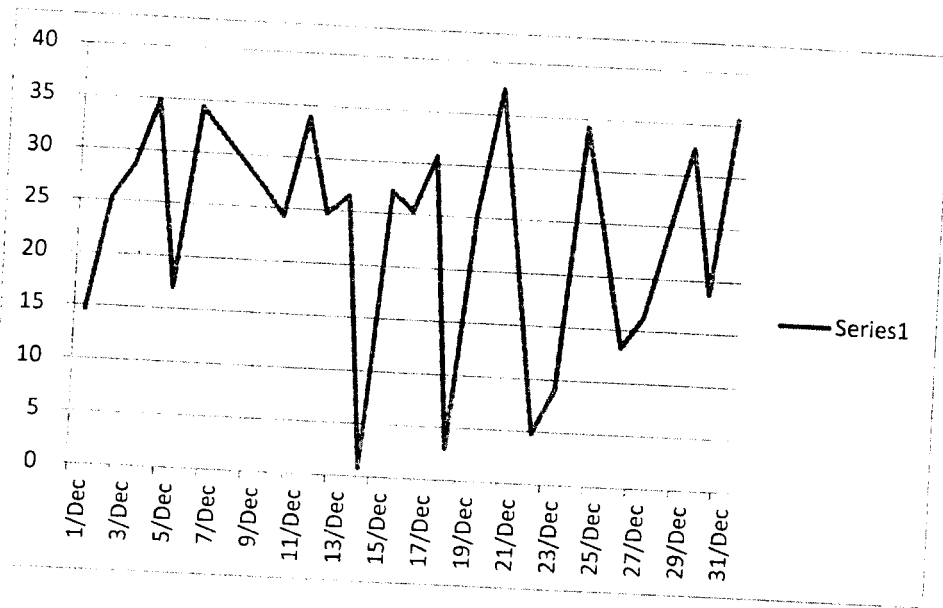
### SERVICE SUBSCRIPTION

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

### 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 20<sup>th</sup> 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 1<sup>st</sup> November 2014 to 31<sup>st</sup> 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 1<sup>st</sup> November 2014 to 31<sup>st</sup> 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 5<sup>th</sup> 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	

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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
<b>Total</b>	<b>1.00</b>

***ANNEX 3.6 2015 January SIFA Report***





SIVA CLEANING AND BINS SERVICES LTD



13<sup>th</sup> 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*  
Yusuf Maina

Copies

H.E The Governor Nairobi City County

*4  
12*

Minister of Environment Nairobi City County

*2  
15*

Chief Officer of Environment Nairobi City County

*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
<b>Sub-total of monthly waste collection charge</b>		<b>ksh.43,041</b>		
Kilimani	Households	112	687	260
	Commercials	33	1326	68
	Institutions	5	2431	9
<b>Sub-total of monthly waste collection charge</b>		<b>ksh.132,857</b>		
Lavington	Households	44	706	88
	Commercials	16	1392	33
	Institutions	3	895	5
<b>Sub-total of monthly waste collection charge</b>		<b>ksh. 56,021</b>		
Westlands	Households	72	716	151
	Commercials	9	1369	30
	Institutions	3	953	4
<b>Sub-total of monthly waste collection charge</b>		<b>ksh.66,732</b>		
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)
<b>Sub-total of monthly waste collection charge</b>			<b>Ksh.81900</b>	
<b>Grand total of monthly waste collection charge</b>			<b>ksh.380,551</b>	

#### 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

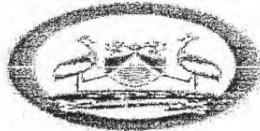
In view of the challenges we have highlighted, we are unable to come up with any realistic and progressive plan for February. Any tangible planning will depend on the actions that the County Government will urgently take to salvage the project.

Nairobi North

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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 : 21<sup>ST</sup> 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 20<sup>th</sup> January, 2015 before Justice Mabeya

6/1

The court directed that the interim orders issued on 30<sup>th</sup> December, 2014  
restraining the County from impounding the vehicles, and status quo be maintained  
up to 23<sup>rd</sup> 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.

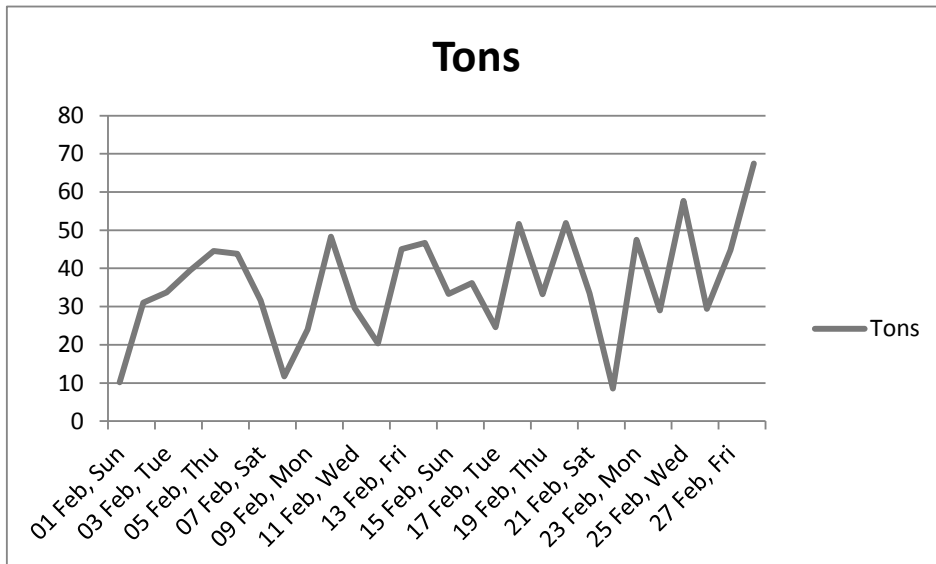
### SERVICE SUBSCRIPTION

Subzone (as per collection schedule)	Category	Number of subscriptions	Average waste collection Charge
Kileleshwa	Households	62	723
	Commercials	17	541
	Institutions	5	1018
<b>Sub-total of monthly waste collection charge ksh.59,113</b>			
Kilimani	Households	126	704
	Commercials	41	1243
	Institutions	9	1952
<b>Sub-total of monthly waste collection charge ksh.157,235</b>			
Lavington	Households	66	678
	Commercials	23	1341
	Institutions	5	827
<b>Sub-total of monthly waste collection charge ksh. 79,726</b>			
Westlands	Households	89	704
	Commercials	14	1314
	Institutions	7	936
<b>Sub-total of monthly waste collection charge ksh.87,604</b>			
Government offices	We have continued to give them services, though they are yet to subscribe		
Collection from informal areas (Kangemi)		277(tons)	<b>Ksh.83,100</b>
<b>Sub-total of monthly waste collection charge</b>		<b>Ksh.83,100</b>	
<b>Grand total of monthly waste collection charge</b>			<b>ksh.466,778</b>

## 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**

<b>Date</b>	<b>Tons</b>
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 23<sup>rd</sup> 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.

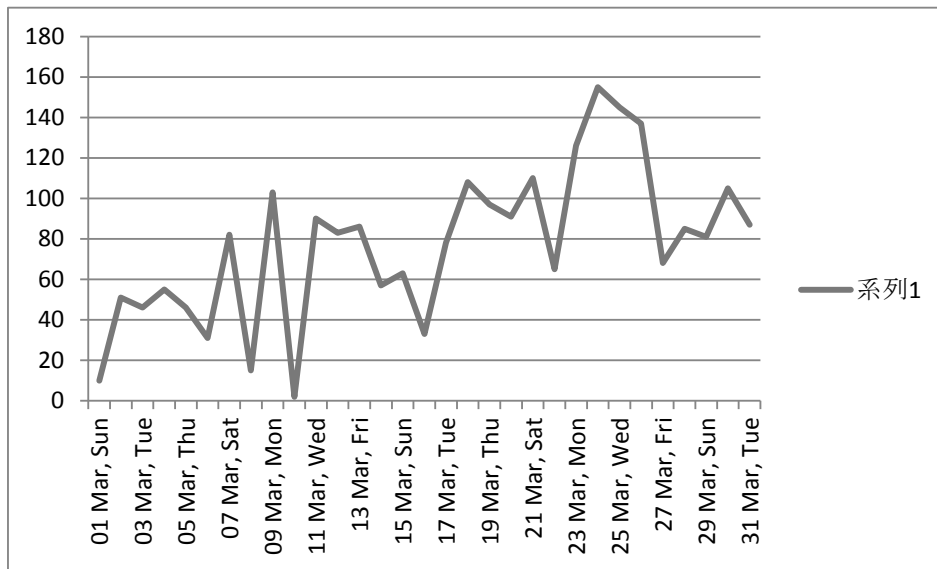
### SERVICE SUBSCRIPTION

Subzone (as per collection schedule)	Category	Number of subscriptions	Average waste collection Charge
Kileleshwa	Households	81	757
	Commercials	34	562
	Institutions	7	1018
<b>Sub-total of monthly waste collection charge ksh.87,551</b>			
Kilimani	Households	152	731
	Commercials	59	1279
	Institutions	10	1927
<b>Sub-total of monthly waste collection charge ksh.205,843</b>			
Lavington	Households	91	669
	Commercials	44	1321
	Institutions	6	814
<b>Sub-total of monthly waste collection charge ksh. 123,491</b>			
Westlands	Households	101	715
	Commercials	34	1397
	Institutions	7	936
<b>Sub-total of monthly waste collection charge ksh.126,265</b>			
Government offices	We have continued to give them services, though they are yet to subscribe		
Collection from informal areas (Kangemi)		267.4(tons)	<b>Ksh.80,220</b>
<b>Sub-total of monthly waste collection charge</b>		<b>Ksh.80,220</b>	
<b>Grand total of monthly waste collection charge</b>			<b>ksh.623,370</b>

## 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**

<b>Date</b>	<b>Tons</b>
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***





# SIFA CLEANING AND BINS SERVICES LTD

11/15  
1757

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15<sup>th</sup> May 2015

THE DIRECTOR OF ENVIRONMENT  
NAIROBI CITY COUNTY  
P.O. BOX 30075 - 00100  
NAIROBI

Mwangi Ndungu  
Project Manager  
For/A  
init 15/4/15

**RE: SUBMISSION OF APRIL 2015 REPORT ON ZONE 7**

Attached is our report on Zone 7 operations for the month of April 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

11/15  
1757

11/15  
1757

## 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

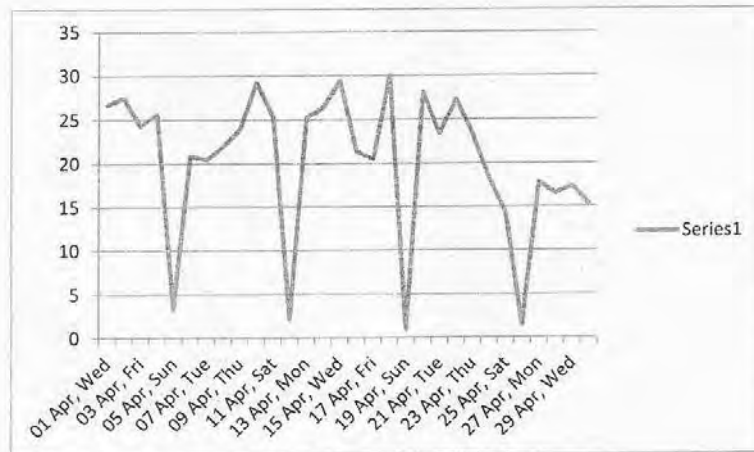
Subzone (as per collection schedule)	Category	Number of subscriptions	Average waste collection Charge
Kileleshwa	Households	76	732
	Commercials	31	547
	Institutions	7	1018
Sub-total of monthly waste collection charge ksh.79,715			
Kilimani	Households	143	713
	Commercials	53	1251
	Institutions	10	1927
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	
<b>Total</b>	<b>473</b>	<b>1,006</b>	<b>726</b>	<b>649</b>	<b>624</b>	<b>608</b>

#### 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 14<sup>th</sup> April 2015, we have withdrawn our services in Kangemi with effect from 1<sup>st</sup> 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.

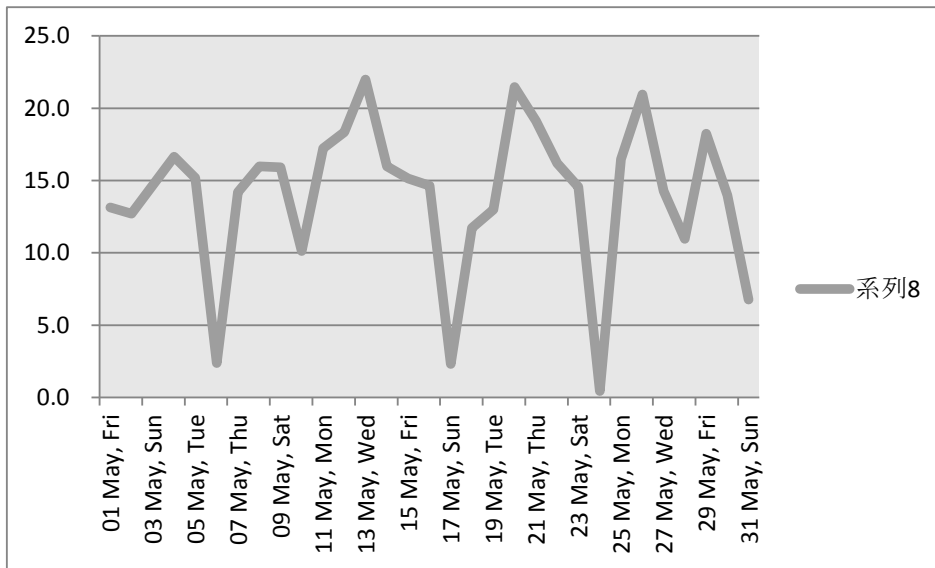
### **SERVICE SUBSCRIPTION**

<b>Subzone (as per collection schedule)</b>	<b>Category</b>	<b>Number of subscriptions</b>	<b>Average waste collection Charge</b>
Kileleshwa	Households	81	737
	Commercials	33	553
	Institutions	7	1018
<b>Sub-total of monthly waste collection charge ksh.85,072</b>			
Kilimani	Households	146	721
	Commercials	59	1257
	Institutions	9	1921
<b>Sub-total of monthly waste collection charge ksh.196,718</b>			
Lavington	Households	83	654
	Commercials	51	1339
	Institutions	7	808
<b>Sub-total of monthly waste collection charge ksh. 128,227</b>			
Westlands	Households	101	725
	Commercials	41	1413
	Institutions	9	942
<b>Sub-total of monthly waste collection charge ksh139,636</b>			
Government offices	We have continued to give them services, though they are yet to subscribe		
<b>Grand total of monthly waste collection charge</b>			<b>ksh.549,653</b>

## 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.

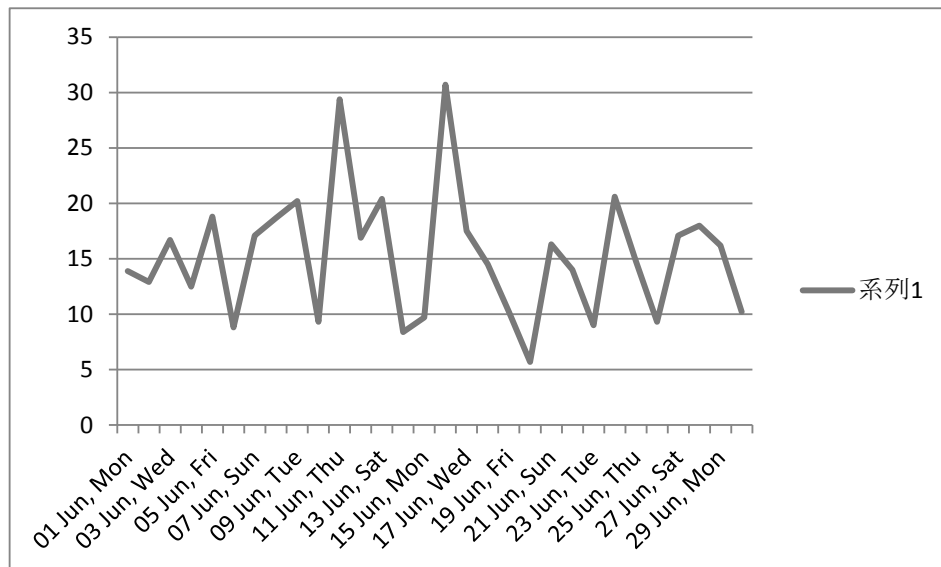
### **SERVICE SUBSCRIPTION**

<b>Subzone (as per collection schedule)</b>	<b>Category</b>	<b>Number of subscriptions</b>	<b>Average waste collection Charge</b>
Kileleshwa	Households	79	729
	Commercials	31	549
	Institutions	5	1009
<b>Sub-total of monthly waste collection charge ksh.79,655</b>			
Kilimani	Households	139	713
	Commercials	56	1253
	Institutions	8	1916
<b>Sub-total of monthly waste collection charge ksh.184,603</b>			
Lavington	Households	76	643
	Commercials	47	1324
	Institutions	6	803
<b>Sub-total of monthly waste collection charge ksh. 115914</b>			
Westlands	Households	97	721
	Commercials	38	1408
	Institutions	8	937
<b>Sub-total of monthly waste collection charge ksh130,937</b>			
Government offices	We have continued to give them services, though they are yet to subscribe		
<b>Grand total of monthly waste collection charge</b>			<b>ksh.511,109</b>

## 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.

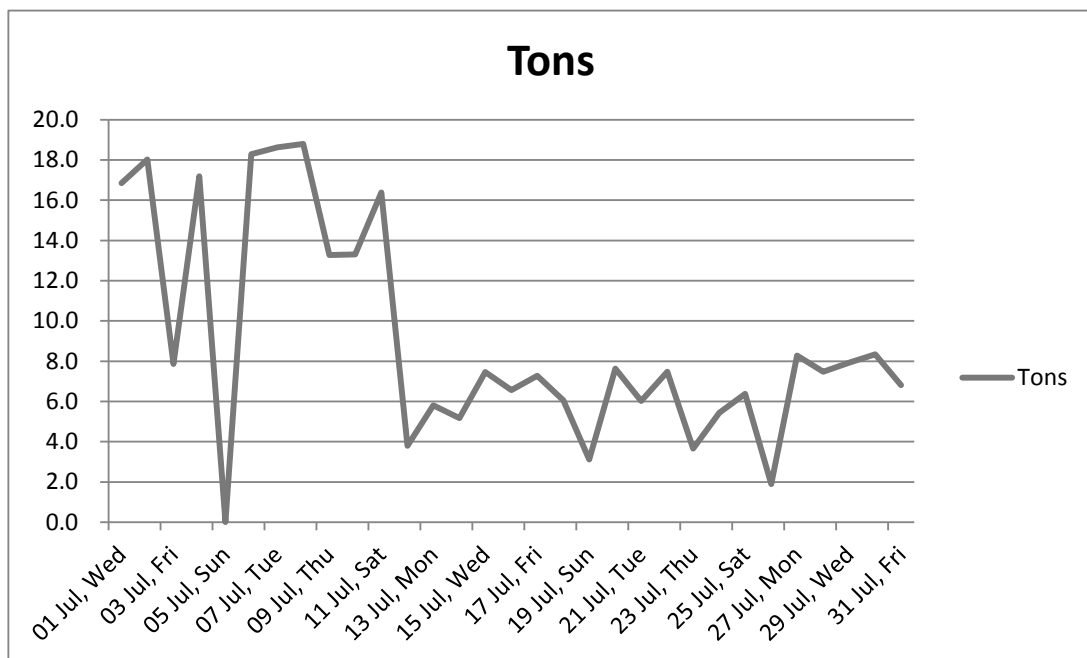
### **SERVICE SUBSCRIPTION**

<b>Subzone (as per collection schedule)</b>	<b>Category</b>	<b>Number of subscriptions</b>	<b>Average waste collection Charge</b>
Kileleshwa	Households	61	674
	Commercials	19	482
	Institutions	4	993
<b>Sub-total of monthly waste collection charge ksh.54,244</b>			
Kilimani	Households	87	691
	Commercials	43	1198
	Institutions	6	1896
<b>Sub-total of monthly waste collection charge ksh.141,967</b>			
Lavington	Households	63	583
	Commercials	41	1297
	Institutions	6	803
<b>Sub-total of monthly waste collection charge ksh. 94,724</b>			
Westlands	Households	84	671
	Commercials	29	1295
	Institutions	7	907
<b>Sub-total of monthly waste collection charge ksh100,268</b>			
Government offices	Milimani law courts	Ksh. 17,500	
<b>Grand total of monthly waste collection charge</b>			<b>ksh.408,703</b>

## 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.

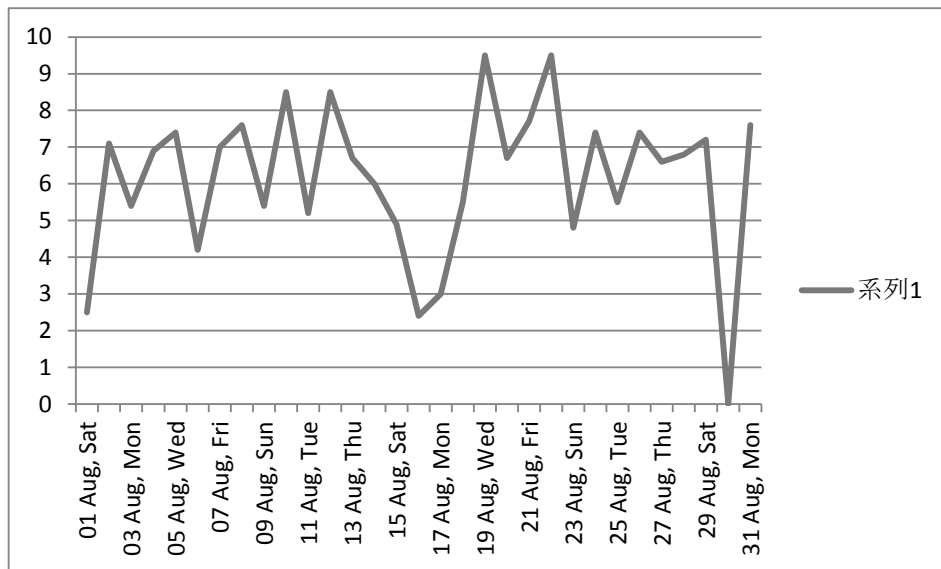
### **SERVICE SUBSCRIPTION**

<b>Subzone (as per collection schedule)</b>	<b>Category</b>	<b>Number of subscriptions</b>	<b>Average waste collection Charge</b>
Kileleshwa	Households	59	669
	Commercials	19	482
	Institutions	4	993
<b>Sub-total of monthly waste collection charge ksh.52,601</b>			
Kilimani	Households	87	691
	Commercials	43	1198
	Institutions	5	1883
<b>Sub-total of monthly waste collection charge ksh.121,046</b>			
Lavington	Households	61	571
	Commercials	38	1293
	Institutions	6	803
<b>Sub-total of monthly waste collection charge ksh. 88,783</b>			
Westlands	Households	84	671
	Commercials	27	1295
	Institutions	7	907
<b>Sub-total of monthly waste collection charge ksh 97,678</b>			
Government offices	Milimani law courts	Ksh. 17,500	
<b>Grand total of monthly waste collection charge</b>			<b>ksh.377,608</b>

### 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**

<b>DATE</b>	<b>TONS</b>
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

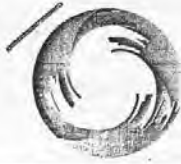
implementation of such a well informed and noble shift in its service delivery.



***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*  
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  
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Email: scbsnairobi@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

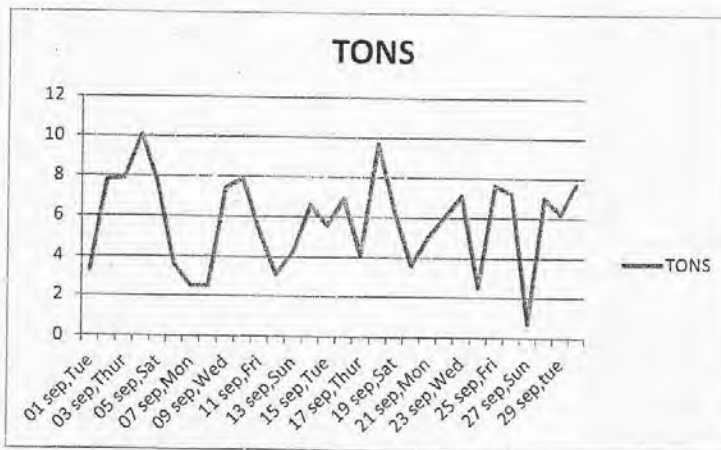
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Email: [scbsnairobi@gmail.com](mailto:scbsnairobi@gmail.com)

## 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

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Website: [www.scsbnairobi.com](http://www.scsbnairobi.com)  
Email: [scsbnairobi@gmail.com](mailto:scsbnairobi@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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### 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

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NAIROBI. TEL: 0719676673  
Website: www.scbnairobi.com  
Email: scbnairobi@gmail.com

10<sup>th</sup> 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.

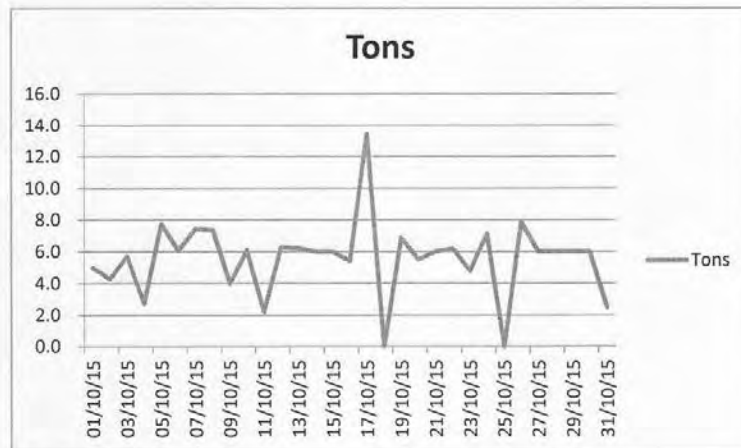
**SERVICE SUBSCRIPTION**

Subzone (as per collection schedule)	Category	Number of subscriptions	Average waste collection Charge
Kileleshwa	Households	60	729
	Commercials	28	549
	Institutions	5	1009
<b>Sub-total of monthly waste collection charge ksh.64,157</b>			
Kilimani	Households	110	713
	Commercials	40	1253
	Institutions	11	1916
<b>Sub-total of monthly waste collection charge ksh.149,626</b>			
Lavington	Households	70	643
	Commercials	45	1324
	Institutions	6	803
<b>Sub-total of monthly waste collection charge ksh. 109,408</b>			
Westlands	Households	95	721
	Commercials	38	1408
	Institutions	5	937
<b>Sub-total of monthly waste collection charge ksh126,684</b>			
Government offices	We have continued to give them services, though they are yet to subscribe		
<b>Grand total of monthly waste collection charge</b>			<b>ksh.449,875</b>

### 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

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CITY HALL  
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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:** 19<sup>th</sup> 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><b>1. Introduction</b></p>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• 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</li> <li>• He also thanked WEMAK for allocating time for the meeting.</li> </ul>	<ul style="list-style-type: none"> <li>• Chair- Dr. Premakumara (JET)</li> </ul>
<p><b>2. Issues hindering WEMAK from involvement in SWM by NCC</b></p>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• They also acknowledged the idea of cross-subsidy for low-income settlements and the importance of providing service to every person in the city.</li> <li>• 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.</li> <li>• 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.</li> <li>• WEMAK members also tendered in zone 7 but were not considered and there were complaints from NCC that enough documents were not included. According</li> </ul>	<ul style="list-style-type: none"> <li>• All WEMAK present members</li> </ul>

	<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"> <li>• Because of these reasons, they don't have trust on the way the franchise system was granted and its operation.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> </ul>	
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<p><b>3. Suggestions &amp; way forward</b></p>	<ul style="list-style-type: none"> <li>• Advised WEMAK to bid as under one umbrella for the next zones 1 and 6 which would be advertised soon by NCC</li> <li>• 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.</li> <li>• 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.</li> <li>• 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</li> <li>• 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.</li> <li>• 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</li> </ul>	<ul style="list-style-type: none"> <li>• Dr. Premakumara (JET)</li> <li>• All (WEMAK &amp; JET)</li> </ul>
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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

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CITY HALL  
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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:** 24<sup>th</sup> 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><b>1. Introduction</b></p>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• 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’</li> <li>• He also thanked WEMAK for allocating time for the meeting.</li> </ul>	<ul style="list-style-type: none"> <li>• Chair- Mr. Kazunao Shibata (JICA Evaluation Team )</li> </ul>
<p><b>2. Issues hindering WEMAK involvement in SWM by NCC</b></p>	<ul style="list-style-type: none"> <li>• 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 .</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> </ul>	<ul style="list-style-type: none"> <li>• Mr. Samuel Onyancha (Simple Garbage)</li> </ul>

<p><b>3. Suggestions &amp; way forward</b></p>	<ul style="list-style-type: none"> <li>• 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, 8<sup>th</sup> March 2015,page 21'</li> <li>• 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.</li> <li>• 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.</li> <li>• Clean Vision CBO in Kangemi has been unable to manage solid waste within Kangemi due to inadequate capacity.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• WEMAK thanked JICA evaluation mission team and JET for achieving the promise to have a better and more understandable meeting together</li> </ul>	<ul style="list-style-type: none"> <li>• Mr. Chege Kariuki (Colnet)</li> <li>• Mr. George Isanda (Allybins), Ms. Susan Letuya (Takataka Solution&amp; Mr. Harrison Oloo( Leinad Enterprises)</li> <li>• Mr. Hardard Macharia (BINS)</li> <li>• Ms. Susan Letuya (Takataka Solution)</li> <li>• Mrs. Lucy Ngorongo (Junky Bins)</li> <li>• All WEMAK present members</li> <li>• Mr. Samuel Onyancha (Simple Garbage)</li> </ul>
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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**

**1<sup>st</sup> Floor - Opposite East African Seeds Company**

**P.O. Box 60067-00200 Nairobi**

**Tel: 0786 232 353**

**Email: [wemak.organisation@yahoo.com](mailto:wemak.organisation@yahoo.com) / [wemakorganisation@gmail.com](mailto:wemakorganisation@gmail.com)**

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**WEMAK PRELIMINARY PROPOSAL FOR UPDATED ZONING CONCEPT**

**Presented to JICA on 16<sup>th</sup> 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**

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- 
- 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**



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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><b>A1-1:</b> 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><b>A1-2:</b> 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><b>A1-1:</b> Basically, there is no relationship of mutual trust between NCC and WEMAK.</p> <p><b>A1-2:</b> The duration of status quo has been extended due to frequent postponements of judgement by the court.</p>	<p><b>A1-1:</b> 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><b>A1-2:</b> Since the duration of the court judgement cannot be controlled, its final result may come up after a couple of years.</p>	<p><b>A1-1:</b> 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><b>A1-2:</b> Reconciliation based on dialogue between the two parties should be made and the court case should be withdrawn.</p>
A2: Situation of WEMAK	<p><b>A2-1:</b> The number of WEMAK members is increasing from around 60 to 100.</p> <p><b>A2-2:</b> Some of WEMAK member companies that do not have a license of waste collection services are operating their business.</p> <p><b>A2-3:</b> Currently, the WEMAK member companies are disqualified in the tender for new zones because they do not have the license.</p> <p><b>A2-4:</b> 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><b>A2-5:</b> Some of WEMAK member companies do not dispose the collected waste in Dandora.</p>	<p><b>A2-1:</b> Most PSPs in Nairobi become the member of WEMAK and their impact cannot be ignored.</p> <p><b>A2-2:</b> Some of WEMAK member companies have been still collecting the waste in zone 7 continuously under the court order.</p> <p><b>A2-3:</b> Illegal operation by WEMAK member companies and probably other new PSPs in zone 7 has been overlooked without any punishment.</p> <p><b>A2-4:</b> Due to the large zoning areas, WEMAK member companies are unable to participate in the new tender.</p> <p><b>A2-5:</b> 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><b>A2-1:</b> NCC cannot promote the pilot project without consideration of WEMAK’s opinion.</p> <p><b>A2-2:</b> 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><b>A2-3:</b> Overlooking the illegal operation will result in distrust of NCC’ actions by the residents and PSPs.</p> <p><b>A2-4:</b> 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><b>A2-5:</b> The disposal of waste not in Dandora resulted in illegal dumping in the city.</p>	<p><b>A2-1:</b> Same as the above Item A1-1.</p> <p><b>A2-2:</b> Same as the above Item A1-2.</p> <p><b>A2-3:</b> 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><b>A2-4:</b> 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><b>A2-5:</b> NCC should enforce immediately prohibition of illegal dumping in the city in collaboration with NEMA.</p>
A3: Situation of NCC	<p><b>A3-1:</b> NCC hired advocates for each case.</p> <p><b>A3-2:</b> NCC has not issued the license for WEMAK member companies and JEWAKA.</p> <p><b>A3-3:</b> After the court order, NCC has suspended enforcement of illegal operators in zone 7.</p> <p><b>A3-4:</b> NCC announced other franchise projects in zone 1, 6 and 9 on 13 May 2015.</p>	<p><b>A3-1:</b> The general direction of the court case by NCC is not clear.</p> <p><b>A3-2:</b> WEMAK member companies are unable to participate in the new tender.</p> <p><b>A3-3:</b> Not only the existing operators but also new comers are working in zone 7.</p> <p><b>A3-4:</b> Another court case may arise from the new franchise projects.</p>	<p><b>A3-1:</b> The court case has definitely hindered the progress of the pilot project.</p> <p><b>A3-2:</b> Disqualification of WEMAK for the new tender will make the situation worse.</p> <p><b>A3-3:</b> The number of customers for SIFA is decreasing in zone 7.</p> <p><b>A3-4:</b> Another court case will bring endless conflict.</p>	<p><b>A3-1:</b> NCC should determine the policy of the court case and start negotiation immediately.</p> <p><b>A3-2:</b> Same as the above Item A2-4.</p> <p><b>A3-3:</b> 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><b>A3-4:</b> Same as the above Item A2-4.</p>



*ANNEX 3.20 Minutes on Consensus in SWM*





# NAIROBI CITY COUNTY



## ENVIRONMENT & FORESTRY SUB SECTOR

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### MINUTES OF THE MEETING ON CONSENSUS ON THE WASTE COLLECTION AND TRANSPORTATION SYSTEM FOR NAIROBI CITY

Date : 10<sup>th</sup> 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

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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

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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 11<sup>th</sup> November, 2015, feedback will be presented on 12<sup>th</sup> 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

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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***



WASTE AND ENVIRONMENT MANAGEMENT ASSOCIATION OF KENYA  
(WEMAK)

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*Patrick Gica*

*PEO*

20<sup>th</sup> 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



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**20<sup>th</sup> November 2015**

**Reply to NCC with regards to meeting on 10<sup>th</sup> 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 16<sup>th</sup> 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 10<sup>th</sup> 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 16<sup>th</sup> October.

**SAMWEL N. ONYANCHA  
CHAIRMAN - WEMAK**

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**WEMAK PRELIMINARY PROPOSAL FOR UPDATED ZONING  
CONCEPT**

**Presented to JICA on 16<sup>th</sup> October 2015**

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- 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).

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- 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
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  - 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

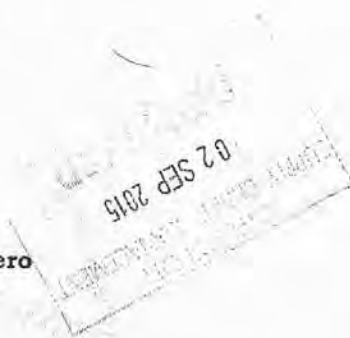


**Your Ref:** NCC/SO/Min:34-35/34/2014-15/CNM/928B/2015

**2<sup>nd</sup> 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 10<sup>th</sup> July 2015 BUT issued on 28<sup>th</sup> 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
B1: Method of Competitive Bidding for the Franchise Project and Selection Procedures of Successful Bidder	<p><b>[Competitive Bidding for the Franchise Project]</b>  <b>B1-1:</b>                      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.).  <b>B1-2:</b>                      Prequalification (PQ) was announced in newspaper ads on 9 January 2014.  <b>B1-3:</b>                      Competitive bidding was carried out for prequalified five (5) tenderers on 15 April 2014.                      The procedures of the tender are illustrated in Attachment-1.</p> <p><b>[Selection Procedures of Successful Bidder]</b>  <b>B1-4:</b>                      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><b>B1-1:</b>                      Explanation in the consultative meetings for all PSPs in Nairobi was not enough.  <b>B1-2:</b>                      It was pointed out that the duration between announcement and submission of PQ documents was too short.  <b>B1-3:</b>                      The duration between announcement and submission of tender was too short as well.  <b>B1-4:</b>                      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><b>B1-1:</b>                      It might be that NCC tends to look down on PSPs in general and has not listened to their opinions sincerely so far.  <b>B1-2:</b>                      Considering the contents of PQ documents, the duration between announcement and submission of PQ documents might be short.  <b>B1-3:</b>                      The duration between announcement and submission of tender may also be short.  <b>B1-4:</b>                      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><b>B1-1:</b>                      Same as Item A1-1.  <b>B1-2:</b>                      NCC should extend the duration between announcement and submission of PQ documents from 2 weeks to at least 30 days in the next tender.  <b>B1-3:</b>                      NCC should extend the duration between announcement and submission of tender to at least 30 days in the next tender.  <b>B1-4:</b>                      NCC should conduct the implementation of franchise project as scheduled in the tender documents of the next tender.</p>
B2: Identification of Duties and Rights of Franchisee	<p><b>[Duties of Franchisee]</b>  <b>B2-1:</b>                      Business promotion for increase of customers.  <b>B2-2:</b>                      Twice a week waste collection and transportation services.  <b>B2-3:</b>                      Separate collection by using three different coloured plastic bags.  <b>B2-4:</b>                      Three month grace period of payment for franchise fee.  <b>B2-5:</b>                      Establishment of customer complaint desk.  <b>B2-6:</b>                      Waste collection in low income areas by cross subsidy system.  <b>B2-7:</b>                      Street sweeping in the project area.  <b>[Rights of Franchisee]</b>  <b>B2-8:</b>                      Elimination of illegal operators in the project area by NCC enforcement team.  <b>B2-9:</b>                      Holding stakeholder meetings in the project area after commencement of the project to raise the public awareness by NCC.</p>	<p><b>B2-1:</b>                      The business promotion has not been conducted sufficiently.  <b>B2-2:</b>                      The waste collection and transportation services have not been carried out twice a week strictly.  <b>B2-3:</b>                      Separate collection has not been implemented.  <b>B2-4:</b>                      After the grace period, the franchise fee has not been paid for NCC.  <b>B2-5:</b>                      The customer complaint desk has not been established.  <b>B2-6:</b>                      Waste collection in low income areas by cross subsidy system has not been functioning.  <b>B2-7:</b>                      Street sweeping in the project area has not been carried out.  <b>B2-8:</b>                      NCC enforcement team has not eliminated illegal operators in the project area.  <b>B2-9:</b>                      No stakeholder meetings in the project area after commencement of the project have been held by NCC.</p>	<p><b>B2-1:</b>                      The franchisee cannot make up for the business promotion cost due to lack of income by the project.  <b>B2-2:</b>                      The franchisee cannot follow the contract due to lack of income by the project.  <b>B2-3:</b>                      ditto.  <b>B2-4:</b>                      ditto.  <b>B2-5:</b>                      ditto.  <b>B2-6:</b>                      ditto.  <b>B2-7:</b>                      ditto.  <b>B2-8:</b>                      NCC has to suspend the enforcement because of the court order.  <b>B2-9:</b>                      Strong commitment and leadership by NCC are lacking.</p>	<p><b>B2-1:</b>                      NCC and the franchisee should work together to increase the number of customers by having meetings with large commercials and real estate agencies.  <b>B2-2:</b>                      ditto.  <b>B2-3:</b>                      ditto.  <b>B2-4:</b>                      ditto.  <b>B2-5:</b>                      ditto.  <b>B2-6:</b>                      ditto.  <b>B2-7:</b>                      ditto.  <b>B2-8:</b>                      Same as Item A1-2.  <b>B2-9:</b>                      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><b>B3-1:</b> Contract Period: 3 years.</p> <p><b>B3-2:</b> Level of Waste Collection Tariff: Ksh. 800/month/household</p> <p><b>B3-3:</b> Method of Tariff Collection: Franchisee collects the tariff.</p> <p><b>B3-4:</b> Level of Franchise Fee: 15% of income.</p> <p><b>B3-5:</b> Method of Fee Collection: Franchisee reports their financial situation every three month and pays 15% of their income.</p>	<p><b>B3-1:</b> Depreciation of cost for collection vehicles and other equipment cannot be covered in three years.</p> <p><b>B3-2:</b> Some residents say that Ksh. 800/month/household is too expensive.</p> <p><b>B3-3:</b> Some residents refuse to pay for the tariff.</p> <p><b>B3-4:</b> WEMAK says that 15% of income is too expensive.</p> <p><b>B3-5:</b> The franchise fee has not been paid to NCC because the project is not going well.</p>	<p><b>B3-1:</b> Considering the depreciation, the contract period should be extended to 5 to 7 years.</p> <p><b>B3-2:</b> 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><b>B3-3:</b> The number of refusing customers will be decreasing in accordance with extension of the franchise system.</p> <p><b>B3-4:</b> 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><b>B3-5:</b> NCC, SIFA and JET will work together to increase the number of customers and then make the project succeeded.</p>	<p><b>B3-1:</b> 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><b>B3-2:</b> 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><b>B3-3:</b> ditto.</p> <p><b>B3-4:</b> 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><b>B3-5:</b> 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><b>B4-1:</b> 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><b>B4-2:</b> 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><b>B4-1:</b> One of PSPs says that the current zone is too large.</p> <p><b>B4-2:</b> The existing contract with SIFA cannot be modified.</p>	<p><b>B4-1:</b> 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><b>B4-2:</b> 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><b>B4-1:</b> Same as Item A2-4.</p> <p><b>B4-2:</b> 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  
1<sup>ST</sup> FLOOR**

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NAIROBI CITY COUNTY

Governor's office  
Fax: 22217704  
Telephone: 2224281  
Email: [governor@nairobicity.go.ke](mailto:governor@nairobicity.go.ke)  
Web: [www.nairobicity.go.ke](http://www.nairobicity.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 1<sup>st</sup> floor City Hall Annex addressed to: -

County Secretary  
Nairobi City County,  
P.O. Box 30075-00100

**NAIROBI.**

E-mail: [adm@nairobicity.org](mailto:adm@nairobicity.org)

Website: [www.nairobicity.org](http://www.nairobicity.org)

So as to reach him on or before **12.00 Noon on Thursday, 28<sup>th</sup> 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, 13<sup>th</sup>, 2015**
- ii) Deadline for submitting Bids: **Thursday, 28<sup>th</sup> May 2015**
- iii) Deadline for evaluation of Bids: **Wednesday, 10<sup>th</sup> June, 2015**
- iv) Signing of contract: **Friday, 19<sup>th</sup> June, 2015**
- v) Deadline for submitting Final Work Plan: **Friday, 26<sup>th</sup> June, 2015**
- vi) Commencement of Franchise System: **Wednesday, 1<sup>st</sup> 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, 28<sup>th</sup> 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, 28<sup>th</sup> 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
<b>1.</b>	<b>PERSONNEL (25)</b>				
	Qualification of key personnel to be deployed indicating the minimum academic qualification and experience. <b>Clause IV.3 and IV.4, Section IV Special Conditions of Contract</b>		<b>See Schedule 4, Section V Schedule of Requirements</b>		
	<b>Project Management (10 marks)</b>				
	(i) Academic qualifications and CV's attached	<b>3</b>	Attach copies of academic Certificate(s) and CV's	Ph D Master's Bachelor's & Others	3 2 1
	(ii) Professional qualification	<b>2</b>	-ditto-	Yes No	2 0
	(iii) Previous experience	<b>5</b>	Years of experience • Same projects (i.e., <b>Street Sweeping</b> 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"> <li>Similar projects (related to cleansing &amp; renovation work)</li> </ul>	years 5 – 3 years  None	1  0
	<b>Supervisors</b> Experience of supervisors.	8	Years of experience  <ul style="list-style-type: none"> <li>Same projects (i.e., waste collection &amp; transportation work)</li> </ul>	More than 5 years 5-4 years 3-1 years Less than 1 year	8 4 2 0
	<b>Drivers</b> 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
<b>2.</b>	<b>HEAD OFFICE BACKUP (5)</b>				
	Evidence of physical address of the Head Office <b>Clause IV.1, Section IV Special Conditions of Contract</b>	2	Attach copies of title, lease or rental agreement <b>See Schedule 5</b>	Yes No	2 0
	Establishment of a complaint and public liaison office (3 marks) <b>Clause IV.9</b>	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
<b>3.</b>	<b>WORK PLAN (60)</b>				
	<b>Comprehensive Street Sweeping, Waste Collection and Transportation Plan</b> <b>Clause I.E.12</b>		<b>See Schedule 6</b>		
	Allocation plan of <b>Street Sweeping, waste collection and transportation</b> 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) <b>Clause IV.14</b>	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 <b>Street Sweeping</b> , 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
	<b>Action Plan from the Signing of the Contract to the Commencement of the Pilot Project- (Mobilization) Clause I.F.7 (20)</b>				
	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
<b>4.</b>	<b>EXPERIENCE (10)</b>				
	Experience that the firm has been providing <b>Street Sweeping</b> , solid waste collection services or as other contracts (8 marks) <b>Schedule 7</b>	<b>5</b>	Number of letters of reference from county government or any other local authority or client <b>(original)</b>	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 <b>(copies)</b>	More than 3 letters 2 letters 1 letter Nil	3 2 1 0
	Current commitments <b>Schedule 7</b>	2	Copies of contract agreements	Yes No	2 1
	<b>TOTAL TECHNICAL SCORE (1+2+3+4)</b>	<b>100</b>			

#### 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	<b>Financial Status</b> (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	<b>Proposed waste charge payable to franchisee by waste generators (50)</b>				50
	<b>Street Sweeping</b> 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			
<b>TOTAL FINANCIAL SCORE (1+2)</b>		<b>100</b>			

**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 (m<sup>3</sup>) has already received 1.8 million m<sup>3</sup> 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 10<sup>th</sup> 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.

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#### **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 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.

.....Date .....Signature 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?

.....

.....Date .....Signature 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

.....

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3. Company Name:.....

Address:.....

Contact Name:.....

Telephone:.....

Description of services offered

.....  
.....  
.....  
.....

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.

.....Date .....Signature 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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.....  
.....

.....Date .....Signature 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.)

.....Date .....Signature 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

.....Date .....Signature of Bidder

**SCHEDULE 10 FINANCIAL DETAILS AND PROPOSED WASTE CHARGES**

<b>SNo.</b>	<b>Description</b>	<b>Item</b>	<b>Amount in (Ksh.)</b>
<b>1</b>	<b>Financial Status</b> (Certified by commissioner of oath Audited accounts & Certified bank statement for at least 2 years: 2011/2012 &2012/2013)	<b>Turnover</b>	
<b>2</b>	<b>Proposed waste charge payable to franchisee by waste generators</b>		
	(A) Collection from Households (High and Middle Income)	<b>Charge per month collection</b>	
	(B) Public facilities	<b>Charge per liner bag collection</b>	
	(C) Public markets	<b>Charge per ton</b>	
	(D) Collection from Households (Low Income)	<b>Charge per month collection</b>	
	(E) Collection from Commercial Establishments	<b>Collection per 70 litres container</b>	
		<b>Collection per 120 litres container</b>	
		<b>Collection per 240 litres container</b>	
		<b>Collection per 360 litres container</b>	
<b>TOTAL FOR A+B+C+D+E (Under SNo. 2 above)</b>			
<b>Basic Unit Franchise Fee= A+B+C+D+E Multiplied by 15%</b>			

**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..... day .....of 2015

Name and Signature ..... in the  
capacity of .....duly 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 this .....day of .....20.....

**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 .....

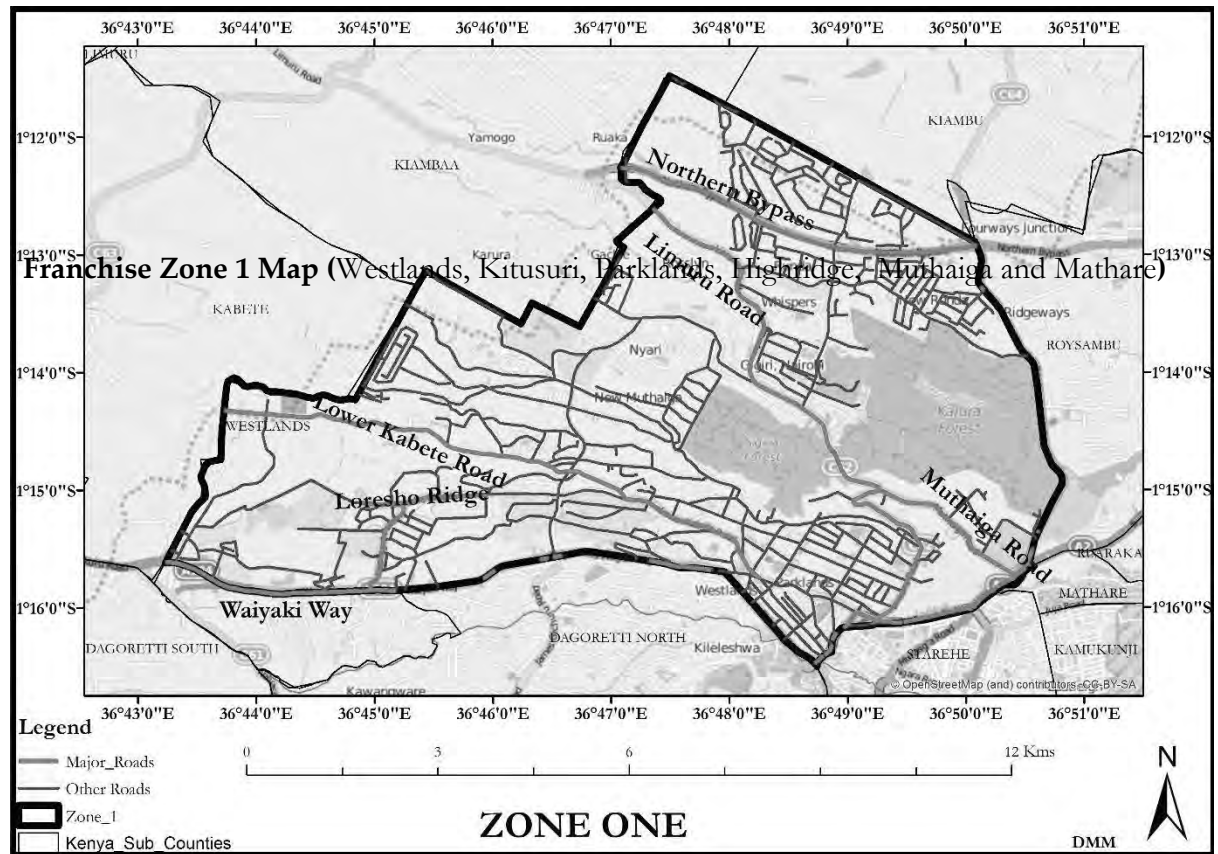
.....

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, Kitusuru 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	Kitusuru	Kitusuru	3432	2761	6193	2105
Westlands	Kitusuru	Kyuna	3746	3293	7039	2130
Westlands	Kitusuru	Loresho	9449	8561	18010	5907
Westlands	Parklands	Spring valley	2685	2394	5079	1378
Westlands	Parklands	Upper parklands	3015	3023	6038	1934
<b>Total</b>			<b>50,306</b>	<b>45,773</b>	<b>96,079</b>	<b>29,475</b>

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  
1<sup>ST</sup> FLOOR**

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## NAIROBI CITY COUNTY

Governor's office  
Fax: 22217704  
Telephone: 2224281  
Email: [governor@nairobi-city.go.ke](mailto:governor@nairobi-city.go.ke)  
Web: [www.nairobi-city.go.ke](http://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 1<sup>st</sup> floor City Hall Annex addressed to: -

County Secretary  
Nairobi City County,  
P.O. Box 30075-00100

**NAIROBI.**

E-mail: [adm@nairobi-city.org](mailto:adm@nairobi-city.org)

Website: [www.nairobi-city.org](http://www.nairobi-city.org)

So as to reach him on or before **12.00 Noon** on **Tuesday, 10<sup>th</sup> 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, 17<sup>th</sup> February, 2015**
- ii) Deadline for submitting Bids: **Tuesday, 10<sup>th</sup> March, 2015**
- iii) Deadline for evaluation of Bids: **Tuesday, 14<sup>th</sup> April, 2015**
- iv) Signing of contract: **Thursday, 30<sup>th</sup> April, 2015**
- v) Deadline for submitting Final Work Plan: **Friday, 29<sup>th</sup> May, 2015**
- vi) Commencement of Franchise System: **Friday, 1<sup>st</sup> 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, 10<sup>th</sup> 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, 10<sup>th</sup> 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.	<b>PERSONNEL (25 marks)</b>				
	Qualification of key personnel to be deployed indicating the minimum academic qualification and experience. <b>Clause IV.3 and IV.4, Section IV Special Conditions of Contract</b>		<b>See Schedule 4, Section V Schedule of Requirements</b>		
	<b>Project Management (10 marks)</b>				
	(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., <b>Street Sweeping</b> 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"> <li>Similar projects (related to cleansing &amp; renovation work)</li> </ul>	years 5 – 3 years  None	1  0
	<b>Supervisors</b> Experience of supervisors.	8	Years of experience  <ul style="list-style-type: none"> <li>Same projects (i.e., waste collection &amp; transportation work)</li> </ul>	More than 5 years 5-4 years 3-1 years Less than 1 year	8 4 2 0
	<b>Drivers</b> 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
<b>2.</b>	<b>HEAD OFFICE BACKUP (5 marks)</b>				
	Evidence of physical address of the Head Office <b>Clause IV.1, Section IV Special Conditions of Contract</b>	2	Attach copies of title, lease or rental agreement <b>See Schedule 5</b>	Yes No	2 0
	Establishment of a complaint and public liaison office (3 marks) <b>Clause IV.9</b>	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
<b>3.</b>	<b>WORK PLAN (60)</b>				
	<b>Comprehensive Street Sweeping, Waste Collection and Transportation Plan</b> <b>Clause I.E.12</b>		<b>See Schedule 6</b>		
	Allocation plan of <b>Street Sweeping, waste</b> 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) <b>Clause IV.14</b>	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 <b>Street Sweeping</b> , waste collection and transportation work(monitored 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
	<b>Action Plan from the Signing of the Contract to the Commencement of the Pilot Project- (Mobilization) (20 marks) Clause I.F.7</b>				
	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
<b>4.</b>	<b>EXPERIENCE (10)</b>				
	Experience that the firm has been providing <b>Street Sweeping</b> , solid waste collection services or as other contracts (8 marks) <b>Schedule 7</b>	<b>5</b>	Number of letters of reference from county government or any other local authority or client <b>(original)</b>	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 <b>(copies)</b>	More than 3 letters 2 letters 1 letter Nil	3 2 1 0
	Current commitments <b>Schedule 7</b>	2	Copies of contract agreements	Yes No	2 1
	<b>TOTAL TECHNICALSCORE (1+2+3+4)</b>	<b>100</b>			

#### 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	<b>Financial Status</b> (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	<b>Proposed waste charge payable to franchisee by waste generators (50)</b>				50
	<b>Street Sweeping</b> 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	2.5	Above 1200	1.5		
		Below 1200	2.5		
Collection per 360 litres container	2.5	Above 1600	1.5		
		Below 1600	2.5		
<b>TOTAL FINANCIAL SCORE (1+2)</b>		<b>100</b>			

**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 (m<sup>3</sup>) has already received 1.8 million m<sup>3</sup> 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 10<sup>th</sup> 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.

.....Date .....Signature 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?

.....

.....Date .....Signature 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.

.....Date .....Signature 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.**

.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....

.....Date .....Signature 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.)

.....Date .....Signature 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

.....Date .....Signature of Bidder

**SCHEDULE 10 FINANCIAL DETAILS AND PROPOSED WASTE CHARGES**

<b>SNo.</b>	<b>Description</b>	<b>Item</b>	<b>Amount in (Ksh.)</b>
<b>1</b>	<b>Financial Status</b> (Audited accounts & Certified bank statement for at least 2 years: 2011/2012 & 2012/2013)	<b>Turnover</b>	
<b>2</b>	<b>Proposed waste charge payable to franchisee by waste generators</b>		
	(A) Collection from Households (High and Middle Income)	<b>Charge per month collection</b>	
	(B) Public facilities	<b>Charge per liner bag collection</b>	
	(C) Public markets	<b>Charge per ton</b>	
	(D) Collection from Households (Low Income)	<b>Charge per month collection</b>	
	(E) Collection from Commercial Establishments	<b>Collection per 70 litres container</b>	
		<b>Collection per 120 litres container</b>	
		<b>Collection per 240 litres container</b>	
		<b>Collection per 360 litres container</b>	
<b>TOTAL FOR A+B+C+D+E (Under SNo. 2 above)</b>			
<b>Basic Unit Franchise Fee= A+B+C+D+E Multiplied by 15%</b>			

**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..... day .....of 2013

Name and Signature ..... in the  
capacity of .....duly 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 this .....day of .....20.....

**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 .....

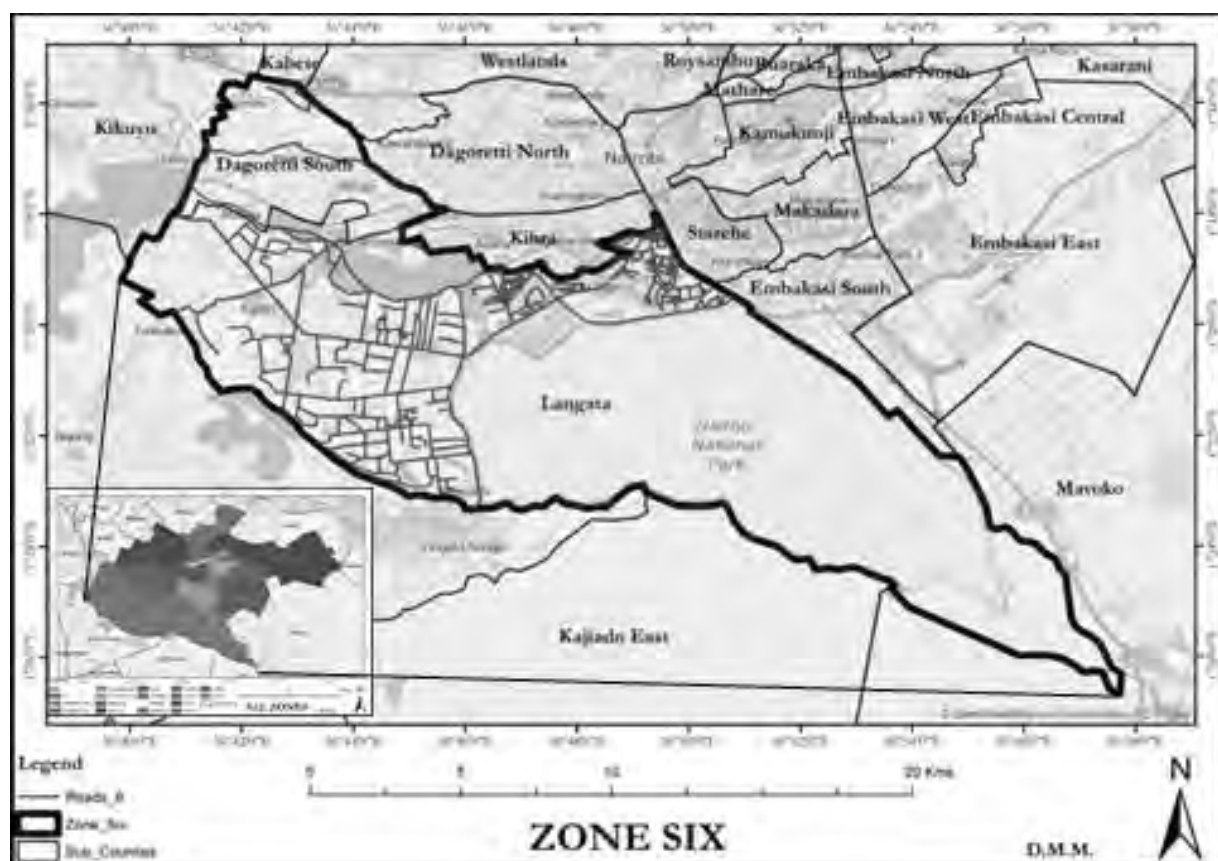
.....

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
<b>Total</b>			<b>210,570</b>	<b>211,864</b>	<b>422,434</b>	<b>4,434</b>

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  
1<sup>ST</sup> FLOOR**

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NAIROBI CITY COUNTY



Governor's office  
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Telephone: 2224281  
Email: [governor@nairobicity.go.ke](mailto:governor@nairobicity.go.ke)  
Web: [www.nairobicity.go.ke](http://www.nairobicity.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 1<sup>st</sup> floor City Hall Annex addressed to: -

County Secretary  
Nairobi City County,  
P.O. Box 30075-00100

**NAIROBI.**

E-mail: [adm@nairobicity.org](mailto:adm@nairobicity.org)  
Website: [www.nairobicity.org](http://www.nairobicity.org)

So as to reach him on or before **12.00 Noon** on **Tuesday, 10<sup>th</sup> 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, 17<sup>th</sup> February, 2015**
- ii) Deadline for submitting Bids: **Tuesday, 10<sup>th</sup> March, 2015**
- iii) Deadline for evaluation of Bids: **Tuesday, 14<sup>th</sup> April, 2015**
- iv) Signing of contract: **Thursday, 30<sup>th</sup> April, 2015**
- v) Deadline for submitting Final Work Plan: **Friday, 29<sup>th</sup> May, 2015**
- vi) Commencement of Franchise System: **Friday, 1<sup>st</sup> 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, 15<sup>th</sup> 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, 10<sup>th</sup> 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
<b>1.</b>	<b>PERSONNEL (25)</b>				
	Qualification of key personnel to be deployed indicating the minimum academic qualification and experience. <b>Clause IV.3 and IV.4, Section IV Special Conditions of Contract</b>		<b>See Schedule 4, Section V Schedule of Requirements</b>		
	<b>Project Management (10 marks)</b>				
	(i) Academic qualifications and CV's attached	<b>3</b>	Attach copies of academic Certificate(s) and CV's	Ph D Master's Bachelor's & Others	3 2 1
	(ii) Professional qualification	<b>2</b>	-ditto-	Yes No	2 0
	(iii) Previous experience	<b>5</b>	Years of experience • Same projects (i.e., <b>Street Sweeping</b> 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"> <li>Similar projects (related to cleansing &amp; renovation work)</li> </ul>	years 5 – 3 years  None	1  0
	<b>Supervisors</b> Experience of supervisors.	8	Years of experience  <ul style="list-style-type: none"> <li>Same projects (i.e., waste collection &amp; transportation work)</li> </ul>	More than 5 years 5-4 years 3-1 years Less than 1 year	8 4 2 0
	<b>Drivers</b> 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
<b>2.</b>	<b>HEAD OFFICE BACKUP (5)</b>				
	Evidence of physical address of the Head Office <b>Clause IV.1, Section IV Special Conditions of Contract</b>	2	Attach copies of title, lease or rental agreement <b>See Schedule 5</b>	Yes No	2 0
	Establishment of a complaint and public liaison office (3 marks) <b>Clause IV.9</b>	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
<b>3.</b>	<b>WORK PLAN (60)</b>				
	<b>Comprehensive Street Sweeping, Waste Collection and Transportation Plan</b> <b>Clause I.E.12</b>		<b>See Schedule 6</b>		
	Allocation plan of <b>Street Sweeping, waste collection and transportation</b> 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) <b>Clause IV.14</b>	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 <b>Street Sweeping</b> , 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
	<b>Action Plan from the Signing of the Contract to the Commencement of the Pilot Project- (Mobilization) (20 marks) Clause I.F.7</b>				
	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
<b>4.</b>	<b>EXPERIENCE (10)</b>				
	Experience that the firm has been providing <b>Street Sweeping</b> , solid waste collection services or as other contracts (8 marks) <b>Schedule 7</b>	<b>5</b>	Number of letters of reference from county government or any other local authority or client <b>(original)</b>	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 <b>(copies)</b>	More than 3 letters 2 letters 1 letter Nil	3 2 1 0
	Current commitments <b>Schedule 7</b>	2	Copies of contract agreements	Yes No	2 1
	<b>TOTAL TECHNICAL SCORE (1+2+3+4)</b>	<b>100</b>			

#### 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	<b>Financial Status</b> (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	<b>Proposed waste charge payable to franchisee by waste generators (50)</b>				50
	<b>Street Sweeping</b> 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			
<b>TOTAL FINANCIAL SCORE (1+2)</b>		<b>100</b>				

**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 (m<sup>3</sup>) has already received 1.8 million m<sup>3</sup> 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 10<sup>th</sup> 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.
- 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.

.....Date .....Signature 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?

.....

.....Date .....Signature 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.

.....Date .....Signature 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.**

.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....

.....Date .....Signature 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.)

.....Date .....Signature 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 ZONE 9.**

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

.....Date .....Signature of Bidder

**SCHEDULE 10 FINANCIAL DETAILS AND PROPOSED WASTE CHARGES**

<b>SNo.</b>	<b>Description</b>	<b>Item</b>	<b>Amount in (Ksh.)</b>
<b>1</b>	<b>Financial Status</b> (Audited accounts & Certified bank statement for at least 2 years: 2011/2012 & 2012/2013)	<b>Turnover</b>	
<b>2</b>	<b>Proposed waste charge payable to franchisee by waste generators</b>		
	(A) Collection from Households (High and Middle Income)	<b>Charge per month collection</b>	
	(B) Public facilities	<b>Charge per liner bag collection</b>	
	(C) Public markets	<b>Charge per ton</b>	
	(D) Collection from Households (Low Income)	<b>Charge per month collection</b>	
	(E) Collection from Commercial Establishments	<b>Collection per 70 litres container</b>	
		<b>Collection per 120 litres container</b>	
		<b>Collection per 240 litres container</b>	
		<b>Collection per 360 litres container</b>	
<b>TOTAL FOR A+B+C+D+E (Under SNo. 2 above)</b>			
<b>Basic Unit Franchise Fee= A+B+C+D+E Multiplied by 15%</b>			

**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..... day .....of 2013

Name and Signature ..... in the  
capacity of .....duly 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 this .....day of .....20.....

**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 .....

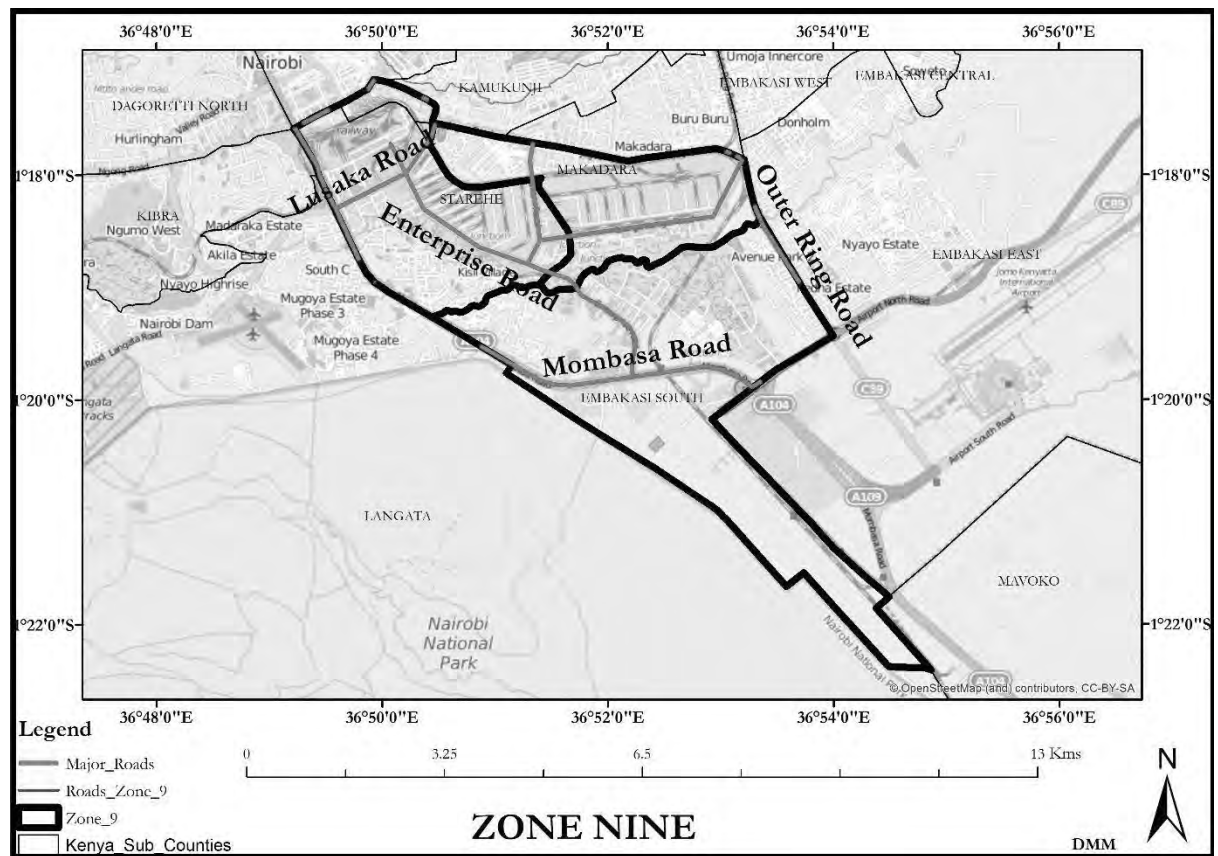
.....

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
<b>Total</b>			<b>195,941</b>	<b>160,816</b>	<b>356,757</b>	<b>130,101</b>

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 : 6<sup>TH</sup> 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.

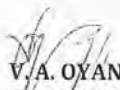
NAME OF CONTRACTOR: ZOA TAKA LIMITED  
P.O. BOX 42766 - 00100, NAIROBI

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

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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

20<sup>th</sup> 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 6<sup>th</sup> 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 19<sup>th</sup> October 2015, we wish to request that we be allowed to embark on the works on **1<sup>st</sup> 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

***ANNEX 4.1 Guideline for Municipal Solid Waste Collection and  
Transportation in Nairobi City County***



# NAIROBI CITY COUNTY



ENVIRONMENT, ENERGY & WATER

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## Guideline for Municipal Solid Waste Collection and Transportation in Nairobi City County

March 2016

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## Attachment

1. Vehicle management registry
2. Vehicle maintenance record
3. Daily driving reports
4. Examples of accidents
5. Traffic accident report

## **1. Introduction**

### **1-1 Purpose**

This guideline has been developed for the purpose of contributing to the stable collection of general waste by the Nairobi City County (NCC) benchmarking with the collection and transportation of household waste in Japan cities. The guideline offers a description of the management and safe operation of vehicles, as well as waste collection work plans.

### **1-2 Scope**

This guideline is designed for waste collection and transportation activities in the whole City. It will be operational as of 2014, and will be revised accordingly when need be.

## **2. Waste Collection & Transport Vehicles**

### **2-1 Creating vehicle management registries**

A vehicle registry is a list of all the vehicles that NCC owns for waste collection and transportation. Registry entries include the NCC number, vehicle registration number, vehicle manufacturer, vehicle type, loading capacity (ton), accident compensation insurance, valid period of inspection, purchase date, and number of years in operation since purchase. Inclusion of this information ensures accurate

#### **【Explanation】**

Staff responsible for vehicle management will enter the following information about a vehicle in “Attachment 1: Vehicle management registry” any time a vehicle is purchased, when renewing accident compensation insurance, and when a vehicle is inspected.

(1) NCC number

Enter the serial number of the vehicle owned by NCC.

(2) Vehicle registration number

Enter the vehicle registration number (license plate number) located on the front and/or back of the vehicle, as specified by law.

(3) Vehicle manufacturer

Enter the name of the vehicle manufacturer.

(4) Vehicle type

Enter the type of vehicle (box-type dump truck, dump truck, etc.)

(5) Loading capacity

Enter the vehicle's loading capacity (ton).

(6) Accident compensation insurance

Enter the name of the insurance company that holds the accident compensation insurance policy and the period of validity.

(7) Valid period of inspection

As in Japan, by law, vehicles that carry cargo or loads must undergo maintenance checks, and inspections must be carried out each year. Enter the valid period of inspection for the vehicle as required by the Kenyan law.

(8) Purchase date

Enter the date of purchase of the vehicle.

(9) Number of years in operation

Enter the number of years the vehicle has been in use since the date of purchase.

## 2-2 Creating vehicle maintenance records

Vehicle maintenance should be carried out by staff responsible for vehicle maintenance and vehicle repairmen at the NCC workshop. Information on vehicle maintenance should be entered in "Attachment 2: Vehicle maintenance record" to list the details of past vehicle maintenance checks.

### 【Explanation】

Staff responsible for vehicle maintenance will enter the following information about the main details of maintenance work carried out on vehicles.

(1) NCC number

Enter the serial number of the vehicle owned by NCC.

(2) Vehicle manufacturer

Enter the name of the vehicle manufacturer.

(3) Vehicle registration number

Enter the vehicle registration number (license plate number) located on the front and/or back of the vehicle as specified by law.

(4) Vehicle type

Enter the type of vehicle (box-type dump truck, dump truck, etc.)



(5) Purchase date

Enter the date of purchase of the vehicle.

(6) Loading capacity

Enter the vehicle's loading capacity (ton).

(7) Maintenance date

Enter the date maintenance work was carried out.

(8) Details of maintenance work

Enter the details of maintenance work.

(9) Maintenance costs

Enter the cost of parts purchased and other required maintenance costs.

(10) Name of NCC staff and/or company in charge of maintenance

Enter the name of the staff or company that carried out maintenance work.

(11) Mileage

Enter the vehicle mileage at the time of maintenance.

### 2-3 Filling-in daily driving reports

Drivers will enter the vehicle's NCC No, vehicle number, amount of fuel and oil lubricant, mileage, weight of trash transported, working hours, and results of vehicle inspections in "Attachment 3: Daily driving report." Drivers will also enter details of actual or perceived problems experienced when using the vehicle, and report to the staff in charge of vehicle management after work is completed. Staff in charge of vehicle management will take the necessary measures based on this report. A typical daily driving report is attached at the end of this report.

#### 【Explanation】

(1) NCC number and vehicle registration number

The NCC number is the serial number of the vehicle owned by NCC.

The vehicle registration number is the number of the vehicle as set by law that is located on the front and/or back of the vehicle (i.e., license plate number). Enter both the NCC number and the vehicle registration number.

(2) Amount of diesel oil, gasoline, and oil lubricant

Enter the amount of diesel oil, gasoline, and oil lubricant, respectively.

(3) Odometer readings when leaving/returning to garage and mileage

Enter odometer readings when leaving or returning the vehicle to the garage. Calculate and enter the vehicle's mileage.

(4) Gross vehicle weight, vehicle weight, waste net weight

Enter the gross vehicle weight (i.e., weight of the vehicle at the final disposal site with waste loaded). Enter the weight of the vehicle after waste has been unloaded. The difference between the gross vehicle weight and the vehicle weight is the waste net weight. This value will be entered in the space designated for waste net weight.

(5) Course, time, and workers in vehicle

Enter the respective arrival and departure times for the basic daily collection course (i.e., departure from office, start of work, completion of work, arrival at final disposal site, departure from final disposal site, and arrival at office). If this basic course is repeated, enter the course and the number of times it is repeated in the blank columns.

Enter the number of workers that are in the vehicle. This is the total number of workers, including the driver and workers that load waste into the vehicle.

(6) Vehicle checks

i) Brakes

Check the condition of the brake pedal and brake response. Enter details if a defect(s) is found or maintenance was needed. Similarly, enter details for the following items if a defect(s) is found or maintenance was needed.

ii) Amount of brake oil

Check the amount of brake oil in the reserve tank.

iii) Parking brake

Check the condition of the lever for the parking brake.

iv) Tires

Check the air pressure, wear and tear, and signs of damage to tires.

v) Coolant

Check the amount of coolant in the reserve tank and that there is no leakage.

vi) Fan belt

Check the tension of the fan belt and for signs of damage.

vii) Amount of engine oil

Check that the amount of engine oil is within the appropriate range on the oil gauge.

viii) Headlights and turn signals

Turn on the headlights and turn signals to check that they are working correctly.

ix) Rearview mirror

Check how objects are reflected in the rearview mirror.

x) License plates

Check that the license plates on the front and/or back of the vehicle are not damaged or loose.

After completion of work

i) Wash truck bed and the entire vehicle at the washing station.

ii) After washing the vehicle, clean up any waste that has fallen out of the vehicle. Clean up the washing station.

iii) Enter the required information in the daily driving report and submit the report to the office. In particular, be sure to include any information on actual or perceived problems in the vehicle while operating the vehicle in the daily driving report, and report these problems to the supervisor in charge.

## 2-4 Safe driving

When operating a waste collection and transport vehicle, there are two main tasks: One which is related to driving and the other which is related to the employees when collecting waste. Drivers and truck employees should have a clear understanding of the details of the following items in order to ensure a safe work environment.

### 【Explanation】

(1) Ten principles of safe driving

The ten principles of safe driving are outlined below. Drivers should follow these principles regularly to ensure that they are driving safely.

- i) Be sure to check the vehicle and related procedures before operating the vehicle.
- ii) Fasten seatbelts.
- iii) Observe speed limits.
- iv) Watch the road.
- v) Maintain an appropriate distance between vehicles.
- vi) Do not pass other vehicles unless you are sure you can do so safely, and only when necessary.

- vii) Do not stop in crosswalks. Proceed slowly.
- viii) Be cautious. Don't make assumptions about the movement of other vehicles and pedestrians when driving.
- ix) Yield the right of way.
- x) Drive slowly in and near offices and factory areas.

(2) Enforcement of vehicle checks before driving

It is necessary to check the vehicle before operating to ensure a safe driving and work environment. A complete check of the vehicle should be done prior to departure to prevent the vehicle from breaking down or an accident from occurring.

There must be cooperation between the workers collecting waste and the driver of the vehicle when collecting waste. This cooperation is further enhanced when the vehicle is checked by both parties prior to the start of work. The contents of the vehicle check are based on the aforementioned “(6) Vehicle checks” as outlined in section “2-3 Guidelines for filling out daily driving reports.”



The vehicle should also be checked to make sure that equipment, protective equipment, and first-aid medication required for work have been loaded onto the vehicle.

(3) Confirming safety when getting in and out of the vehicle

- i) Be careful of other vehicles, motorbikes, bicycles, and pedestrians around the vehicle when opening and closing doors.
- ii) Pay attention to your footing when getting out of the vehicle.
- iii) Hold the handrails and place your feet on the steps when getting into the vehicle.
- iv) Get out of the vehicle only after it has come to a complete stop.
- v) Be careful during rainy weather as it may be slippery.



(4) Avoiding accidents when driving

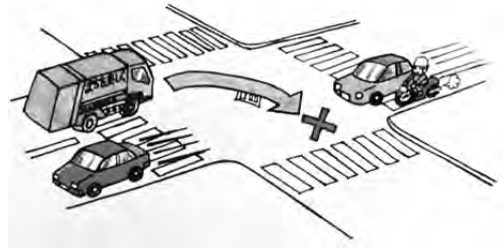
- (4)-1 Avoiding an accident when making a right turn

i) Wait for oncoming traffic to pass before making a right turn.

ii) Avoid making a right turn in the gaps between oncoming vehicles.

iii) Watch the movement of other vehicles behind oncoming traffic.

iv) Be sure to drive on the inside lane along the center of the intersection.



(4)-2 Avoiding an accident when making a left turn

i) Take into account blind spots and the difference between the track followed by the front and back inner wheels when turning.

ii) Decelerate sufficiently when negotiating a curve.

iii) Switch on turn indicators early.

iv) Be careful of pedestrians and bicycles (or two-wheeled vehicles) to avoid being involved in an accident.



(4)-3 Warnings about toddlers and children

i) Toddlers and children playing in front of or around vehicles may suddenly run out in front of a vehicle or be hit by the rear wheels of a vehicle. Be sure to drive slowly and be prepared to stop when necessary.



(4)-4 Warnings about the elderly and persons with physical disabilities

i) When an elderly person or someone with a physical disability is walking in front of or near the vehicle, keep enough space between the vehicle and the person, drive slowly, and be prepared to stop in case the person cannot move out of the way quickly.



(5) Preventing accidents when directing the vehicle

Directing the vehicle is essential to improve the efficiency of collection and work safely. Pay attention to the following points when directing the vehicle.

- i) Use clear signals and a loud voice when directing a vehicle in reverse.
- ii) The vehicle should be directed in a safe place with the driver using the side mirrors or visual confirmation.
- iii) Workers should watch their step as they may trip on scattered waste or stumble on steps.
- iv) Drivers should be careful not to start the vehicle or accelerate too quickly.
- v) Confirm the signs used to direct the vehicle before operating the vehicle.



(6) Safe driving in weighing stations

- i) Wait until the previous vehicle moves off the weighbridge.
- ii) When moving onto the weighbridge, drive slowly. Do not stop or accelerate suddenly.
- iii) Be sure to check that all tires are on the weighbridge.
- iv) Collect the weight memo that registers the weight of the vehicle from the weighbridge staff and record the gross vehicle weight in the daily driving report.

(7) Disposal of waste into the final disposal site

- i) Drive slowly on the access roads inside the final disposal site.
- ii) When arriving at the refuse dumping site to dispose of collected trash, workers should get off the vehicle and direct the vehicle to reverse.
- iii) Workers should pay attention to the safety of the area when dumping the cargo bed to dispose of waste.
- iv) Workers should confirm that all waste in the cargo bed has been dumped and the door shut.

(8) Health management

It is important for waste collection and transport workers to maintain their health to engage in work and ensure a safe driving and work environment. Be sure not to drink excessively or stay up late so that you are not fatigued the next day, and take care of your health.

(9) Organisation of regular safe driving meetings and guidance for safe driving

(9)-1 Prevent accidents by referencing traffic accident cases that have actually occurred.

When a traffic accident occurs, a vehicle accident report is made based on “2-6 Response guidelines for vehicle accidents.” A safe driving administrator will organise regular safe driving meetings for drivers and workers, and will explain about the situations, causes, and responses of actual accidents by referencing diagrams of collisions to prevent a recurrence of such accidents.

(9)-2 Prevent accidents by referencing the above details of accidents that may occur when directing a vehicle, safe driving at weighing stations, safe driving inside final disposal sites, and health management.

(9)-3 Prevent accidents by sharing examples of when drivers and workers perceive a hazard or risk while working.

When drivers and workers perceive a hazard or risk while working, that information is input in the designated column in the daily driving report after work is completed. Drivers and workers will then report the details of the hazard or risk to the vehicle management supervisor. The vehicle management supervisor will compile the information and present it as an example during safe driving meetings to prevent a recurrence of such accidents.

## 2-5 Safe operation

Workers who collect waste perform manual labor when loading heavy waste into a truck. This means that there is danger of injury or illness. To prevent injuries and illness during daily work routine, workers should have a clear understanding of the following items:

### 【Explanation】

(1) Check work clothes

Work clothes allow for easy movement to carry out work-related duties and protect against dirt and injury. Correct wear is also an indication of a worker’s motivation.

Protective clothing that is disheveled, presents a careless worker who may get injured when the clothing is caught in the machinery. Make sure that protective clothing is worn correctly.



- i) Appropriate protective clothing, safety boots, and hats should be worn correctly.
- ii) Buttons and zippers should be fastened tightly.
- iii) Safety boots should be worn at all times. Boot ties should be tied correctly.
- iv) Work gloves should be worn at all times.
- v) Do not wrap a towel around your neck or lower back.
- vi) Tie chin straps when wearing a helmet.

(2) Meetings on work details

Waste collection is carried out by both drivers and loaders. Therefore, it is necessary to adequately discuss work details prior to the start of work to ensure a completely safe work environment.

- i) Remember to greet one another in the morning to create a comfortable work environment.
- ii) Check working areas and collection routes.
- iii) Check important notices of traffic regulations, etc., by referring to work instructions and road construction information.
- iv) If you will be working together with a non-regular worker, be particularly careful to communicate work details.



(3) Warming-up exercises

As indicated in “Attachment 4: Examples of accidents while operating vehicles and number of accidents by time period,” in Japan, accidents occur mostly in the summer months between June and August, and causes mainly include: (1) scattered and fallen waste, (2) insect bites, (3) back pain from heavy lifting, and (4) slipping and stumbling. Accidents generally occur in the morning on Monday and Tuesday, so it is necessary to be careful.

To prevent these types of accidents, it is important to do warm-up exercises before starting work to loosen the muscles and improve reflexes.





#### (4) Waste collection

##### (4)-1 Collection of general waste

- i) Do not rush when loading waste into the truck. Bend the knees and lift the waste by holding the tie of the waste bag when loading waste bags into the truck.
- ii) Be careful when loading waste bags into the truck with the understanding that dangerous articles may be in the waste bag.
- iii) Clean any waste that has fallen or is scattered around the waste station using equipment provided.



##### (4)-2 Collection of heavy items

- i) Move the waste bag slightly to check the weight.
- ii) Check that the surface of the waste bag is not slippery.
- iii) Bend your knees low enough so that you can pick up the waste bag.
- iv) Do not arch your back when picking up waste bags.
- v) Do not lean your body too far forward.
- vi) Do not take an excessively erect posture.
- vii) Do not pick up trash with the knees and back straightened.
- viii) Do not twist your body suddenly.

##### (4)-3 Roadside collection

- i) Pay attention to passing vehicles when collecting waste.
- ii) Do not collect waste in front of the collection truck on the side of the road where cars are passing
- iii) Check your footing when collecting waste.

##### (4)-4 Handling dangerous waste

- i) If you find dangerous or inflammable articles, unknown articles with conspicuous odors, or medical waste in a waste bag, contact the office and do not load the waste bag into the truck.



- ii) Staff at the office that has been contacted should go to the site and check for hazardous waste. If the person that has disposed of the waste is known, give them a warning and request that the waste be taken back to the home, office, or factory. If the person is unknown, the waste should be brought back to the office and then disposed of properly.
- (4) Organisation of regular safe work meetings and guidance for safe work environments  
Safe work meetings should be organised regularly as regards guidelines on actual injuries and illnesses, and information about hazardous waste to ensure an accident-free work environment when collecting waste.

## **2-6 Response to vehicle accidents**

There are three types of accidents that can occur when collecting and transporting waste: accidents resulting in injury or death, property damage to vehicles, and worker accidents. Feelings can run high when an accident occurs and you may forget to take the proper measures. Therefore, both drivers and loaders should have a clear understanding of the details of the following items in order to ensure that proper measures are taken if an accident occurs.

### **【Explanation】**

Drivers and loaders should take proper measures based on a clear understanding of the response guidelines if an accident occurs.

Drivers must also write up a report (Attachment 5: Traffic accident report). They must have a clear understanding of the situation at the scene of the accident in order to write up the accident report.

- (1) Response for accidents resulting in bodily injury or death
  - i) Injured persons must be helped first and foremost. However, sometimes an injured person should not be moved. Make sure not to move the injured person any more than necessary.
  - ii) An ambulance should be called depending on the degree of injury. Injured persons should visit the nearest hospital even for slight injuries.
  - iii) Confirm the name of the person who has been injured and his or her contact information.
  - iv) Contact the police department.
  - v) If the vehicle(s) that has been involved in an accident is blocking other traffic, the vehicle(s) should be moved from the site of the accident. If the vehicle(s) is moved, mark the location, etc. of the vehicle(s).
  - vi) Report the traffic accident to the office to receive instructions on how to proceed. The report to the office should include information pertaining to the time and place the accident occurred, the number

of people injured, the degree of the injury, and the progress of procedures being taken.

- (2) Response for accidents resulting in property damage
  - i) Provide the name, post and contact information of the NCC driver to the other party or parties if involved in an accident that caused property damage.
  - ii) Confirm the other party's or parties' name(s), address(es), and contact information.
  - iii) Contact the police department.
  - iv) If the vehicle(s) that has been involved in an accident is blocking other traffic, the vehicle(s) should be moved from the site of the accident. If the vehicle(s) is moved, mark the location, etc. of the vehicle(s).
  - v) Report the traffic accident to the office to receive instructions on how to proceed.
- (3) Response for accidents involving loaders
  - i) Help injured persons.
  - ii) Report the conditions of the injury or illness to the office to receive instructions on how to proceed.
  - iii) If a worker must be brought to the hospital, contact the office to receive instructions on how to proceed, and bring the loader to the hospital.

## **2-7 Response to vehicle breakdowns**

In the event that a collection vehicle breaks down, move the vehicle to the side of the road so that it will not block other traffic. Contact the office and arrange for the vehicle to be brought to a repair shop.

### **【Explanation】**

- (1) In the event that a collection vehicle breaks down, move the vehicle to the side of the road quickly so that it will not block other traffic.
- (2) If the vehicle must be left on the road, turn on hazard blinkers to indicate that the vehicle has broken down.
- (3) Contact the office to report the location of where the vehicle has broken down, what part of the vehicle is broken, and the progress of procedures being taken to receive further instructions.

## **2-8 Response to vehicle fires**

If a fire occurs from the load in the collection vehicle, move the vehicle to a safe place immediately, try to extinguish the fire in its early stages, and contact the office.

**【Explanation】**

- (1) If a fire occurs in the collection vehicle, move the vehicle to a safe place, such as nearby wide roads, squares, or riverbeds.
- (2) Stop the engine immediately and try to extinguish the fire in its early stages using the fire extinguisher. Contact the fire department, if necessary.
- (3) Report the location of the fire, the circumstances surrounding, and the progress of procedures being taken to the office to receive further instructions.

**3. Collection Work Plan**

**3-1 Development of collection work plans**

When collecting household waste, determine the number of households that can be serviced by one collection vehicle by looking at collection times, the collection vehicle's load capacity, and the amount of waste emitted per household. Based on this, determine the number of collection vehicles necessary for each waste collection area.

**【Explanation】**

i) Collection times

Collection is carried out using the waste collection trucks.

The collection time spans from the arrival of the collection vehicle to the collection site, transferring and collecting the waste at the waste station, and reaching the maximum load capacity.

ii) Maximum load capacity of vehicle

In Japan, the Two-ton compactor trucks (packer vehicles) are used for the collection of waste. The load capacity of the vehicle is set at 90% in order to prevent going over the maximum load capacity. Therefore, the maximum load capacity of the vehicle is 1.8 tons.

iii) Amount of waste emitted per capita per day (0.56 kg)

Waste is generally collected two times per week. For the average household of five persons, the amount of waste emitted per household per collection time is calculated below.

$$\begin{aligned} \text{Amount of waste emitted per household per collection time} = \\ 560 \text{ g} \times 5 \text{ people} \times 7 \text{ days} \div 2 = 7,000 \text{ g} = 9.8 \text{ kg} \end{aligned}$$

iv) Number of households that can be serviced by one collection vehicle per collection time

The number of households that can be serviced by one collection vehicle per collection time can

be calculated by dividing “ii) Maximum load capacity of vehicle” by “iii) Amount of waste emitted per household per collection time.”

In the case of Japan, the number of households that can be serviced by one collection vehicle per collection time =

$$1,800 \text{ kg} \div 7 \text{ kg} = 260 \text{ households/collection time}$$

v) Number of transport times per day

In Nairobi, waste collection trucks dispose the waste at the Dandora dump site. Usually, they make two trips to the final disposal site. In the case of Japan, K city incinerates all household waste at three incineration plants. The average amount of time required for a one-way trip from collection sites to the incineration plants is 20 minutes.

Since i) 30 minutes is needed for one collection vehicle to collect waste, ii) 40 minutes is needed for the two-way trip to the incineration plants, and five minutes is needed to unload the waste at incineration plants, the amount of time required for one cycle, i.e., to collect waste, transport the waste to incineration plants, and return to the next collection site, can be calculated as follows.

$$\text{Time for one cycle: } 30 \text{ minutes} + 40 \text{ minutes} + 5 \text{ minutes} = 75 \text{ minutes}$$

Next, we can find the actual operation time of the collection vehicle.

Working hours per day are calculated from 8:30 to 17:15, which is a total of 525 minutes. Of this total, 120 minutes are used for break times, vehicle checks, refueling, and car washing, and 20 minutes are used to travel from the office to collection sites. Subtracting this time from the 525 minutes gives the actual operation time of the vehicle.

$$\text{Actual operation time of the vehicle: } 525 \text{ min} - 120 \text{ min} - 20 \text{ min} = 385 \text{ min}$$

Therefore, the number of transport times per day can be calculated as follows:

$$\text{Number of transport times per day} =$$

$$\text{Actual operation time} \div 1 \text{ cycle hour} = 385 \div 75 = 5 \text{ times/day}$$

vi) Number of households serviced per vehicle per day

The number of households serviced per vehicle per day can be calculated by multiplying “iv) Number of households that can be serviced by one collection vehicle per collection time” by “v) Number of transport times per day.”

$$\text{Number of households serviced per vehicle per day} =$$

$$260 \text{ households} \times 5 \text{ times} = 1,300 \text{ households}$$

Based on the above results, the number of collection vehicles required to collect waste twice a week from 400,000 households in K city can be calculated as follows.

$$\begin{aligned} & \text{Number of collection vehicles required for K city} = \\ & \text{Number of households} \div \text{Number of households serviced by one vehicle per day} = \\ & 400,000 \div 2 \div 1,300 = 150 \text{ vehicles} \end{aligned}$$

Note:

This document was developed with the permission of both K city and N company in Japan for use as waste collection and transport guidelines for the JICA Technical Cooperation Project on “Capacity Development of Solid Waste Management of Nairobi City.” The document was developed using waste collection and transport reference materials from K city and N company.

**Attachment 1**

vehicle management registry (sample)

Year            Month           

	NCC No	Vehicle number	Vehicle manufacturer	Vehicle type	Loading capacity (ton)	Accident compensation insurance	Valid period of inspection			Purchase date			Number of years in operation
							Y	M	D	Y	M	D	
1	No1						Y	M	D	Y	M	D	Y
2	No2						Y	M	D	Y	M	D	Y
3	No3						Y	M	D	Y	M	D	Y
4	No4						Y	M	D	Y	M	D	Y
5	No5						Y	M	D	Y	M	D	Y
6	No6						Y	M	D	Y	M	D	Y
7	No7						Y	M	D	Y	M	D	Y
8	No8						Y	M	D	Y	M	D	Y
9	No9						Y	M	D	Y	M	D	Y
10	No10						Y	M	D	Y	M	D	Y
11	No11						Y	M	D	Y	M	D	Y
12	No12						Y	M	D	Y	M	D	Y
13	No13						Y	M	D	Y	M	D	Y
14	No14						Y	M	D	Y	M	D	Y
15	No15						Y	M	D	Y	M	D	Y
16	No16						Y	M	D	Y	M	D	Y
17	No17						Y	M	D	Y	M	D	Y
18	No18						Y	M	D	Y	M	D	Y
19	No19						Y	M	D	Y	M	D	Y
20	No20						Y	M	D	Y	M	D	Y
21	No21						Y	M	D	Y	M	D	Y
22	No22						Y	M	D	Y	M	D	Y
23	No23						Y	M	D	Y	M	D	Y
24	No24						Y	M	D	Y	M	D	Y
25	No25						Y	M	D	Y	M	D	Y
26	No26						Y	M	D	Y	M	D	Y
27	No27						Y	M	D	Y	M	D	Y
28	No28						Y	M	D	Y	M	D	Y
29	No29						Y	M	D	Y	M	D	Y
30	No30						Y	M	D	Y	M	D	Y

**Attachment 2**

vehicle maintenance records (sample)

NCC No				Vehicle manufacturer			
Vehicle number				Vehicle type			
Purchase date		Y	M	Loading capacity (ton)			
	Maintenance date	Details of maintenance work			Maintenance costs	Name of NCC staff and/or company in charge of maintenance	Mileage
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							



**Attachment 3**

**Daily driving reports (sample)**

Y M D		Name of Driver				Staff in Charge of vehicle management	
NCC No		Diesel oil	ℓ	Odometer readings	km	Gross vehicle weight	ton
vehicle number		Gasoline	ℓ	Odometer readings	km	Vehicle weight	ton
		Oil lubricant	ℓ	Mileage	km	Trash net weight	ton
Course	Time	workers in vehicle	Vehicle checks				
Departure from office	:	people	Check condition	Judgment	Defect(s) and maintenance		
Start of work	:		Brakes pedal and brake response	Good • Bad			
Completion of work	:		Amount of brake oil	Good • Bad			
Arrival at landfill	:		Parking brake	Good • Bad			
Departure from Landfill	:		Tires (air pressure, wear and tear, and signs of damage to tires)	Good • Bad			
Arrival at office	:		Amount of coolant in the reserve tank and that there is no leakage.	Good • Bad			
	:		Tension of the fan belt and for signs of damage	Good • Bad			
	:		Amount of engine oil	Good • Bad			
	:		Headlights and turn signals	Good • Bad			
Actual or perceived problems experienced when using the vehicle			Rearview mirror	Good • Bad			
			License plates (damage or loss)	Good • Bad			

**Daily driving reports**

Y M D		Name of Driver				Staff in Charge of vehicle management	
NCC No		Diesel oil	ℓ	Odometer readings	km	Gross vehicle weight	ton
vehicle number		Gasoline	ℓ	Odometer readings	km	Vehicle weight	ton
		Oil lubricant	ℓ	Mileage	km	Trash net weight	ton
Course	Time	workers in vehicle	Vehicle checks				
Departure from office	:	people	Check condition	Judgment	Defect(s) and maintenance		
Start of work	:		Brakes pedal and brake response	Good • Bad			
Completion of work	:		Amount of brake oil	Good • Bad			
Arrival at landfill	:		Parking brake	Good • Bad			
Departure from Landfill	:		Tires (air pressure, wear and tear, and signs of damage to tires)	Good • Bad			
Arrival at office	:		Amount of coolant in the reserve tank and that there is no leakage.	Good • Bad			
	:		Tension of the fan belt and for signs of damage	Good • Bad			
	:		Amount of engine oil	Good • Bad			
	:		Headlights and turn signals	Good • Bad			
Actual or perceived problems experienced when using the vehicle			Rearview mirror	Good • Bad			
			License plates (damage or loss)	Good • Bad			

**Attachment 4**
**Examples of accidents while operating vehicles (F.Y.2000~F.Y.2004)**

Cause of accidents	Number of accidents												Total
	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	
Scattered and fallen trash	5	2	9	9	3	11	5	3	1	2	4	4	58
Insect bites	0	2	15	6	8	17	4	1	0	1	0	0	54
Back pain from heavy lifting	9	6	6	5	4	0	9	3	5	2	2	2	53
Slipping and stumbling	7	4	4	2	3	6	4	3	5	6	5	4	53
Injury of getting on and off	3	0	4	2	6	2	1	3	0	2	3	2	28
Injury by sharp trash	2	3	2	4	2	2	1	0	4	2	1	3	26
Suffer damage by third person	0	6	0	0	3	3	0	0	1	2	1	1	17
Injury by being caught	0	3	1	0	1	0	0	0	1	0	2	1	9
Injury by jumping down	0	1	1	0	0	0	0	0	1	0	0	0	3
Others	5	4	16	9	24	6	7	3	3	2	3	2	84
<b>Total</b>	<b>31</b>	<b>31</b>	<b>58</b>	<b>37</b>	<b>54</b>	<b>47</b>	<b>31</b>	<b>16</b>	<b>21</b>	<b>19</b>	<b>21</b>	<b>19</b>	<b>385</b>

※ Accidents occur mostly in the summer months between June and August, so it is necessary to be careful.

**Number of accidents by time period (F.Y.2000~F.Y.2004)**

Time zone	Monday	Tuesday	Wednesday	Thursday	Friday	Total
09:00~10:00	37	22	24	25	16	124
10:00~11:00	17	24	16	14	12	83
11:00~12:00	10	7	5	7	4	33
13:00~14:00	6	6	3	5	8	28
14:00~15:00	20	16	9	12	2	59
15:00~16:00	2	3	0	2	1	8
16:00~17:00	0	0	1	0	1	2
<b>Total</b>	<b>92</b>	<b>78</b>	<b>58</b>	<b>65</b>	<b>44</b>	<b>337</b>

※ Accidents generally occur in the morning on Monday and Tuesday, so it is necessary to be careful.











**Attachment 5**

**Traffic accident report (Sample)**

Date of traffic accident		2014 Oct. 10		14 : 30	
Name of driver	Kitakyushu A	Place of accident	ABC Road		
Vehicle number	ABC 1234	Purpose of driving	on the way to Dandoa		
Name of the other driver	Kitakyushu B	Vehicle of the other car	ABC 5678		
Weather	<input checked="" type="checkbox"/> Clear <input type="checkbox"/> Cloudy <input type="checkbox"/> Rain	Content of accident	<input checked="" type="checkbox"/> Injury <input checked="" type="checkbox"/> Vehicle		
Road condition	<input checked="" type="checkbox"/> Good <input type="checkbox"/> Bad	Width of road	On side 10 m		
Traffic light	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Sign of stop	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
State of accident					
After collection of waste, the vehicle were carrying waste to Landfill. When the vehicle turned left,					
the vehicle hit the motorcycle, the motorcycle fell down and the motorcycle driver was injured.					
The collection truck driver called to emergency hospital and to police station. After dealing accident,					
municipal officer went to the hospital and confirm the injured.					
Figure of accident					
Collection truck	Direction	One-sided	Motorcycle		
The other car A	Traffic light	People			
The other car B	Stop sign	Bicycle			
Verification (Safe driving administrator fill out))					
The accident cause was that driver didn't drive by much attention to left side view.					
The prevention of these kind of accidents are as follows.					
(1) Reduce speed before intersection.					
(2) Switch on turn indicators early.					

**Attachment 5**

**Traffic accident report**

Date of traffic accident		Y	M	D	Time	:
Name of driver		Place of accident				
Vehicle number		Purpose of driving				
Name of the other driver		Vehicle of the other car				
Weather	<input type="checkbox"/> Clear <input type="checkbox"/> Cloudy <input type="checkbox"/> Rain	Content of accident		<input type="checkbox"/> Injury <input type="checkbox"/> Vehicle		
Road condition	<input type="checkbox"/> Good <input type="checkbox"/> Bad	Width of road		m		
Traffic light	<input type="checkbox"/> Yes <input type="checkbox"/> No	Sign of stop		<input type="checkbox"/> Yes <input type="checkbox"/> No		
State of accident						
Figure of accident						
Collection truck 	Direction 	One-sided 	Motorcycle 			
The other car A 	Traffic light 	People 				
The other car B 	Stop sign 	Bicycle 				
Verification (Safe driving administrator fill out))						

*ANNEX 4.2 Guideline for Franchise System Waste Management in  
Nairobi City County*



# NAIROBI CITY COUNTY



ENVIRONMENT, ENERGY & WATER

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## Guideline for Franchise System Waste Management in Nairobi City County

March 2016





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**Attachment**

- 1. Pre-Qualification Document in Zone 7**
- 2. Tender Document in Zone 7**

## 1. Introduction

### *1.1. Purpose of this guidebook*

As part of the JICA Project for Capacity Development of Solid Waste Management of Nairobi City begun in February of 2012, NCC selected Zone 7 Kilimani, Kileleshwa, Kangemi) as areas for the Franchise Introduction Pilot Project (PP) on November 1st, 2014. This guidebook therefore aims to apply the lessons learned by NCC from the PP for effective implementation and future expansion of the franchise system in the whole city.

### *1.2. Scope of this guidebook*

This guidebook is based on the preliminary experience drawn by the implementation of PP in 2015. However, NCC is in the phase of monitoring the achievements of the franchise waste management of the PP and at the same time learning lessons and gaining feedback from the citizens and franchisee based on their first-hand experience. Therefore, the details of this guidebook must be altered accordingly.

## 2. Determining Population of the Franchise Zones

### *2.1. Estimation of Franchise Zone population*

The Kenya National Bureau of Statistics (KNBS) publishes a population and housing census every ten years. The most recent survey was done in 2009, with the previous one done in 1999. To estimate the population of the franchise zones in Nairobi, the 1999 and 2009 populations were used to determine the population growth rate. Furthermore, there was a restructuring of the administrative areas (consolidation of areas, redrawing of borders, and creation of new wards), and it was necessary to confirm whether any areas in the zone concerned needed to be altered. The results of the 1999 and 2009 census for Zone 7, as well as the population growth rates for both years, are shown in Table 1.

Table 1 Population growth rate for each area of Zone 7 in 2013

	1999	2009	Population Growth Rate	2013 Population Estimate
Kilimani	41,597	43,122	0.4%	44,000
Kileleshwa	21,168	27,202	2.6%	31,000
Kangemi	59,288	80,699	3.1%	92,000
Total	122,053	151,023	-	167,000

### *2.2. Scale of Franchise Zone*

A franchise system is one company or more than one company operate together in a Joint Venture (JV), take the responsibility of waste collection within their targeted zone. Through this system, it is necessary to be able to collect waste from customers efficiently, to operate at a suitable standard, and make a reasonable profit. According to the master plan, the city of Nairobi was divided into 9 zones with a population of 150,000-200,000 each, that take into account a balance of each income level. Zone 7 is one of them in the city. During the

implementation of the pilot project in Zone 7, there were comments that the proposed zones are too large for one franchisee. The importance of considering appropriate scale and checking the progress in other zones became apparent in the future zoning.

*2.3. A balance between low, middle, and high-income areas in the Franchise Zone*

According to the franchise system, a part of the fee paid by the customers in high and middle-income areas for their waste collection is allocated to the waste collection fees of the lower-income areas as a subsidised collection system. Further, a payment is taken from franchisees' incomes to NCC for road cleaning. If the population of low income areas is higher than those of the high- or middle-income areas, the responsibility of each person living in those areas is higher, because the opposite could also be the case. Therefore, both income groups in the zone should be same as possible is desirable.

**3. Waste Collection Types in the Franchise Zones (Household waste, enterprise waste)**

In Nairobi City, the current waste collection system includes the waste collection by the Private Service Providers (PSPs) which enterprises that some are authorised by the NCC and others without authorisation (unauthorised) of NCC to collect waste from the high and middle-income areas. On the other hand, NCC or NCC-contracted PSP collect waste in low-income areas and the illegal dumping sites in the city. The state of this waste collection types is depicted in Table 2.

Table 2 Waste collection in Nairobi

Waste type		Waste collection service provider
General household waste	High and middle income areas	PSP
	Low income areas	NCC or NCC-contracted PSP
Commercial waste	Private	PSP, NCC, or NCC-contracted PSP
	Public	PSP, NCC, or NCC-contracted PSP
Nairobi city market		PSP, NCC, or NCC-contracted PSP
Illegally dumped waste		PSP, NCC, or NCC-contracted PSP

**4. Estimation of Waste Volume in the Franchise Zones**

For waste volume of the franchise zones, Table 3 shows an estimate by JICA in 2009 divided into categories of income classes and type of generators, including information on population taken from the Nairobi Information and Communication Technology Office.

*4.1. Waste volume from each household*

- Current population of each area is estimated from population census derived from the growth rate.
- The total amount of the waste generation from each income category is

calculated according to the estimated population multiple with unite generation.

4.2. Commercial waste volume

- Commercial waste is determined according to the Communication Technology Office for registration of employment type
- The total waste generation of each commercial category is estimated by multiplying the number of units with the volume of unit generation.

4.3. Waste generation volume from Nairobi city market

Data obtained from the NCC environment department was used to determine waste volume from the city market.

Table 3 Total Waste Generation in Nairobi City

	Population	Unit generation kg/day	Total ton/day
1.Residential waste			
a.High income	397,362	0.621	247
b.Middle income	1,066,393	0.474	505
c.Low income	1,576,245	0.360	567
Sub total	3,040,000		1,320
2.Commercial waste			
a.Shops	47,941	0.5	24
b.Restaurants	1,582	38	60
c.Hotels & guest house			
Standard hotels	140	350	49
Lodging house	586	100	59
d.Public facilities/schools			
Public facilities	500	137	69
Schools	2,847	32	91
e.Industrial plants	501	150	75
f.Other establishment	27,077	0.5	14
Sub total			440
3.Market waste	44	2,045	90
4. Road waste	563	106	(60)
Total			1,850

Source : 2009 JICA Survey

5. Investigation of Existing PSPs in the Franchise Zones

To understand the state of waste collection and transport in franchise zone, PSPs were asked the following questions. The investigation results are required for performing franchise system. However, as the information can be useful in understanding an overview of waste collection in Nairobi. Further, the application forms at the time of waste collection and transportation license application by PSP which has been carried out every year. Thus, the following data should be collected.

- Company name:  
Company name (                    ) Representative (                    ) Phone number (                    )  
Contact person name (                    ) Phone number (                    )
- Type of trucks owned and number of respective truck types by carrying capacity  
Type of truck (Tipper type, Flat type)                    Carrying capacity (tons/units)
- Waste collection area name

- Collection are name (i)            ii)            iii)            iv)            v)
- Number of customers by collection areas  
Area name (                            ) Number of customers (                            )
- Amount of waste collection (            ton/day ▪            ton/month)
- Destination of collected waste
- Fee for waste collection  
Houses, Apartments (            KSh/family ▪ month~            KSh/family ▪ month)  
Business establishment (hotels, restaurants, shops, etc.)  
(            KSh/family ▪ month~            KSh/family ▪ month)
- Waste collection frequency (Daily, twice per week, 3 times per week)  
Commercial waste from hotels, restaurants, small shops (Daily, twice per week, 3 times per week)

## 6. Survey of Existing CBOs in the Franchise Zones

- CBO name, Name of director, telephone number, and number of workers engaged in waste collection
- Number of clients in waste collection zone  
Area name (                            ) Number of clients (                            )
- Waste collection frequency  
Household (Daily, Weekly, Twice per week, 3 times per week)  
Businesses  
Volume of collected waste (Tons/day Tons/month)
- Waste collection volume (Tons/day, Tons/month)  
Houses, Apartments (KSh/household per month)  
Businesses (            KSh/place per month)
- Waste collection point  
Waste collection point name
- Frequency and amount of waste collected by NCC  
Frequency of NCC waste collection (Daily, Weekly, Twice per week, 3 times per week)  
Volume of collected waste (            Tons/month)
- Payment to NCC by unit price and total price  
By unit (            KSh/ton)  
Total expenditure (            KSh/month)

## 7. Key Points to Note in the Franchise Planning Stage

### *7.1. Expiry of waste collection licences that issued by Environment Department*

Once franchise operations have begun, other PSPs are prohibited from engaging in waste collection activities in zones in which a contractor has been appointed by the franchise system. The fact that the license of other PSP expires when a franchise license comes into effect must be communicated to all PSPs. Additionally, the compliance details of waste management licenses issued by the Environment Department and the National Environment Management Authority (NEMA) are outlined in Table 4 below. While there is some overlap between each of the authorities' criteria, it is not sufficient to hold a license from NEMA only. Efforts to consolidate the licenses are needed.

Table 4 Licensing conditions from the Environment Bureau and NEMA

	Criteria	Application criteria	Period of validity	Conditions of revocation	Instances of revocation	Number of successful applicants
Environment Bureau	Waste collection activity details	Compliance with bidding documents	One year after acceptance	Insufficient application preparation	None	16 (Sep 2015) None issued to WEMAK members
NEMA	Waste collection vehicles	Photos, vehicle inspection, report, insurance	One year after application acceptance	None	None	128 (As of 2014)

*7.2. Contract period of existing PSP and customers*

As contract period for existing PSP and customers is typically from 6 months to one year at most, there are cases in which there is some time remaining for the PSP when franchisees begin the new waste management contract. It is best if a contract can be made by terminating current contracts. If this is not possible, a contract is made after the current contracts finish.

*7.3. Franchise system contract period*

According to the franchise system introduction in the PP, the validation of the waste management contract period was to be completed after three years. When accounting for depreciation of trucks and supplies, franchisees found that three years is too short a period to pay back the investment. However, procurement regulations in Nairobi sets a contract period at a maximum of three years, and it is therefore difficult to make an exception for the franchise system. In this regard, it is mentioned in the contract that the franchisee with no issues of non-performance or other problems in the three-year contract period get first priority to get a continuous contract, and should be listed.

*7.4. Preferential treatment for contractors bidding again at the end of the contract period*

As the end of the franchise contract period draws near, NCC implements new bidding. Contractors operating waste management in their respective zones have experience and, except in cases where the quality of their work has been unsatisfactory, NCC will give favourable treatment to them (for re-contracting).

## 8. Franchise System Briefings

*8.1. Franchise system briefings for all PSP*

A number of information sessions on the franchise system were held for all PSP in

Zone 7. If a new franchisee will be introduced, then it is necessary to gather all PSP and explain the details of the specification documents through newspapers, television, and radio broadcasts.

#### *8.2. Franchise system briefings for households*

In the zone 7, information flyers were distributed to households and apartments, and the sessions were held in neighbouring schools, but these efforts failed to draw much attention of the participants. One reason for this is thought to be that people whose waste disposal fees were included in the common area fee for the households had little concern for the franchise system because they were not paying for waste disposal directly. However, NCC established an information desk at a shopping mall as a more effective means of reaching people directly.

#### *8.3. Briefings for businesses*

Information sessions for businesses such as hotels and restaurants were organised in an effort to gain cooperation, and were run as a large general meeting for the sake of efficiency. Large-scale institutions with high waste volumes could take their queries directly to NCC and the franchisees. This proved very effective.

#### *8.4. Briefings on the franchise system at churches and mosques.*

It is effective to hold briefings in person with an information desk near the entrance when worshippers come to attend a service. In case that NCC staff members are too busy to visit the place of worship, it is possible to play a pre-prepared introductory video about the franchise to provide explanation in advance.

#### *8.5. Exhibition to upper grade students in elementary schools.*

Briefings can be held in environment classes to help students understand the disposal process, 3R, and franchise system. The students can then tell their parents about it, and in that way indirectly reaching the parents as well.

#### *8.6. Briefings in low income areas*

Mostly CBOs collect waste from each family in low income areas for a fee, and carry it to the collection point. However, not all families are members of the CBOs. Some people who do not offer fees to CBO dump their wastes illegally. It is required that NCC make citizens understand the importance of cooperating with respective CBO, and that cooperating with CBO will improve the environment in the area.

#### *8.7. Briefing about waste separation*

As in 9-2 and 9-6 below, waste separation is to be performed with 3 kinds of bags provided to citizens in the new waste management system in Nairobi. As waste separation has never been done in Nairobi before, NCC should explain to the citizens why it is needed. Explanation about waste separation will be performed in every briefing mentioned above.

## 9. Preparation Process for Successful Franchise Bidding

### *9.1. Managing the way of waste collection in low income areas*

NCC carried out an investigation according to P4 "Part 6 Investigation of CBO in franchise zone" before ordering the franchise system. The successful bidder confirms the contents with NCC. The bidders are required to prepare vehicles to



carry all waste from collection points to the Dandora landfill daily. The fee from CBO is the same as the one CBO currently pays to NCC, and the bidders pay the deficit. [subsidise from high and middle income areas]

#### *9.2. Outline of waste collection in high and middle income areas*

- As a general rule, waste collection is done twice per week at most. Waste bags in three colours are distributed (see details in Section 9-6) and explained in order to promote waste separation, and the fee for waste collection is settled with the client.
- In cases in which customers have remaining time in their contracts with current PSP, customers are requested to cease contract with the them. If this is not possible, the new franchise contract will be made at the end of the PSP contract period will be over.

#### *9.3. Drawing of the route map*

Contractors should make plans to collect waste twice per week (e.g. Monday and Thursday, Tuesday and Friday, Wednesday and Saturday), base the route maps on those plans, and obtain approval with NCC. Street cleaning plans also should be made, mapped, and approved by NCC in the same way.

#### *9.4. Waste collection truck procurement*

Upon approval from NCC, a required number of waste collection trucks can be procured based upon the number of vehicles specified for the route map. Arrangements will then be made to deliver the trucks before the beginning of the franchise. The specifications of the trucks may be inspected by NCC.

#### *9.5. Employment of waste collection workers*

The number of workers should be determined based on the waste collection plan, hired, trained and allocated in time for the start of waste collection activities.

#### *9.6. Preparation of bin liners (3 types)*

Bin liners should be prepared in 3 types and colour-coded as follows: blue for plastic recyclables, green for organic waste, and brown for other types of waste. They should be 70 cm × 100 cm in size and 80µ in thickness, and delivered to customers in time for the beginning of the franchise contract period.

#### *9.7. Setting the waste collection fee for high- and middle-income areas*

In the franchise system, contractors pay a franchise fee of 15% to NCC for general waste collection expenses, which includes transport of waste from low-income areas to the Dandora landfill, and for street cleaning. To obtain the revenues for this, a waste collection fee is charged to customers in the high- and middle-income areas. It is advisable to take into consideration the total waste volume when setting the waste collection fee. Waste collected from apartments is high in volume and can be collected efficiently, lowering the fee for waste collected from single houses. However, current waste collection fees for individual houses may be higher or lower in the high-income areas, as it seems easier to make citizens understand so the collection fee should be set flexibly to perform internal support in the zone.

#### *9.8. Deferment of franchise fee payments*

Contractors in the franchise system are required to pay a fee of 15% to NCC each quarter. However, payment is exempt for the first 3 months for preparation

period.

#### *9.9. Issues with customers and waste collection contracts*

When contractors began waste collection in Zone 7, the following comments were collected from customers. These opinions and the responses to them are listed below and should be considered in future planning.

- (Comment) There are times when gatekeepers are absent and it is impossible to hand over an explanation document.  
(Response) Take managers' contact information for contact. Alternatively, the property owner can be contacted as well.
- (Comment) the Presidential residence, embassy, hotels, and hospitals have high security and cannot be accessed.  
(Response) Submit a list of high-security complexes to the NCC and visit these areas with an NCC official.
- (Comment) There are times when citizens display hostility during visits, and waste collection cannot be performed.  
(Response) Waste collectors are asked to carry an identification card or an official letter from the NCC to be presented to the customer. If this is still insufficient, visit the customer again with an NCC official.
- (Comment) New waste collectors are unnecessary as the current ones are satisfactory.  
(Comment) The waste handling fee is higher than previously, and this not approved.  
(Response) Make a detailed explanation of the franchise system using an informational pamphlet. If this is still insufficient, visit the customer again with an NCC official.
- (Comment) I am handling waste privately in my own home, so therefore I do not need waste collection service.  
(Response) Make a detailed explanation of the franchise system using an informational pamphlet. If this is still insufficient, visit the customer again with an NCC official.
- (Comment) Inspectors are harassed by current PSP.  
(Response) Report the names of harassers to NCC to be dealt with.

#### *9.10. Coping with citizen enquiries*

Franchise contractors are required to establish an office with a landline telephone number for fielding enquiries. NCC will establish a similar franchise system management office for dealing with enquiries from citizens.

#### *9.11. Eliminating opposition to contractors in the franchise areas*

After the establishment of the franchise system, contractors are able to perform waste collection. As such, it is necessary to urge any PSP still working within their contract periods to vacate the franchise areas. In the event that any PSP are found operating without a contract, the NCC enforcement team will be contacted, and dealing with the situation will be a priority.

## 10. License Inspection before Bidding (PQ test)

### *10.1. Objective of PQ examination*

After taking a PQ examination, any PSP that passes inspection can bid, but not all PSP can proceed to the bidding stage immediately.

### 10.2. Screening items

Items to be confirmed as follows: business licenses for the current fiscal year, company registration, license of waste collection and transportation, payment certificate of collecting vehicle registration, resumes of related engineers, accounting inspection record of last 2 years and statement of bank account for the current business year, registration of NEMA. After that, those who pass the 8 items of the screening below can participate in the next bidding stage.

- Practical experience in waste collection
- Number of contracted customers
- Resources (Number of managers, number of clerks and engineers, number of workers)
- Number of waste collection trucks.
- Waste transport capacity
- Daily waste collection volume
- Monthly transport performance to Dandora disposal site for the previous 2 years
- Tax certificates from the previous 2 years
- Financial situation (Annual sales)

For PQ specification in Zone 7, refer to Annex 1 Pre-Qualification Document in Zone 7.

## 11. Specification for Bidding

Create the bidding specification in Zone 7 by referring to Annex 2 Tender Document in Zone 7.

## 12. Gantt Chart of Franchise Bidding

- The schedule is as follows.
- Preparation of PQ planning sheet
- Notification of PQ
- Submission of PQ bidding planning sheet
- PQ examination
- Result of PQ examination
- Preparation of bid planning sheet
- Notification of bid
- Submission of bid planning sheet
- Examination of bid documents
- Result of bid examination
- Discussion with successful bidder
- Contract
- Preparation of franchise system
- Starting the franchise system

Keep the following points in mind

- It takes at least 4 weeks to complete the many tasks included in Items 7 to 8 above.
- Items 9 and 11 can also take time, so NCC must finish the tasks by the due date.

Preparation of franchise system is estimated for 2 months. However, it should be changed from 2 months to 3 months due to the many tasks involved. Figure-1 is shown as an example of standard schedule for franchise system installation

considering the points mentioned above.

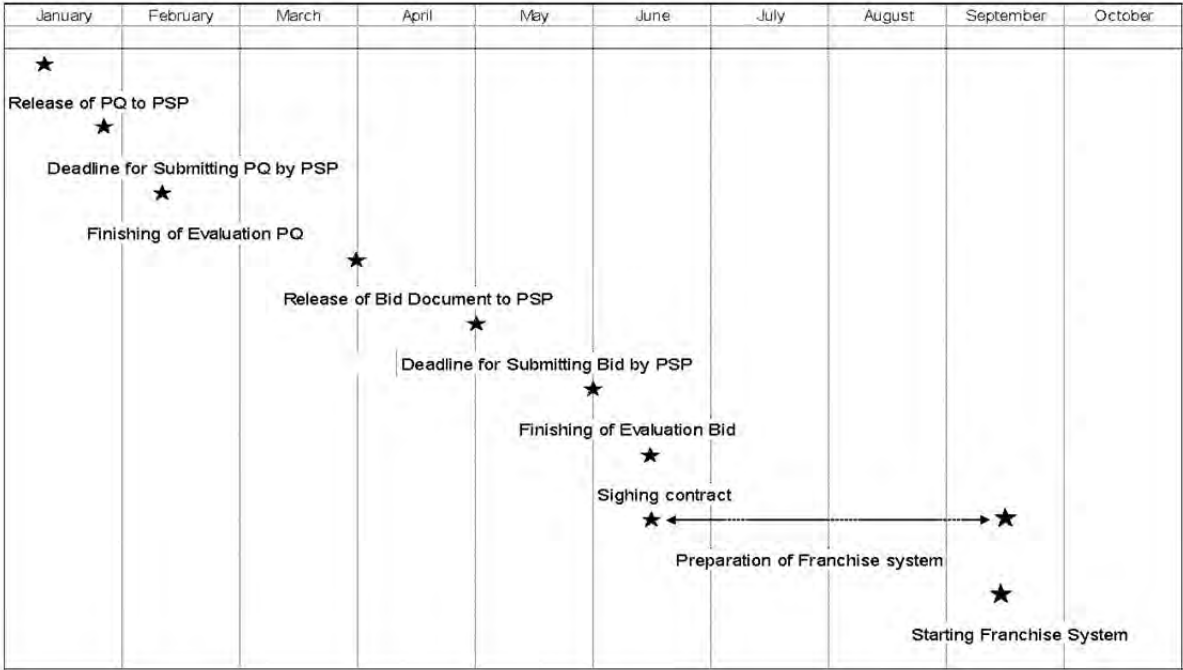


Figure 1: Franchise system preparation Gantt chart (example)

***Attachment 1***  
***Pre-Qualification Document in Zone 7***



**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

**CONTRACT NO. NCC/T/DOE/2013-2014**

**PRE-QUALIFICATION FOR STREET SWEEPING, SOLID  
WASTE COLLECTION, TRANSPORTATION AND DISPOSAL  
SERVICES -  
KILIMANI, KILELESHA AND KANGEMI  
(FRANCHISE ZONE NO.7)**

**RECEIPT NO.....**

**M/S.....**

**SERIAL NO. ....**

<b>COUNTY SECRETARY P.O. BOX 30075 NAIROBI</b>	<b>DIRECTOR OF PROCUREMENT CITY HALL ANNEX 1<sup>ST</sup> FLOOR</b>
--	---

# 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

## **TENDER NOTICE**

### **PREQUALIFICATION FOR STREET SWEEPING, SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL SERVICES – KILIMANI, KILELESHA AND KANGEMI (FRANCHISE ZONE NO. 7)- CONTRACT NO. NCC/T/DOE/2013-2014**

The **NAIROBI CITY COUNTY** invites applications from interested eligible bidders for the works of street sweeping, solid waste collection, transportation and disposal services in Kilimani, Kileleshwa and Kangemi (Franchise Zone No. 7) for the period **2014 to 2015**.

Prequalification documents, containing forms to be submitted, may be obtained from the office of the **Director of Procurement, City Hall Annex, 1<sup>st</sup> Floor. Room 105**, during normal working hours, upon payment of a non – refundable fee of **Kenya shillings one thousand (KSh.1, 000/=) only and payable per prequalification document**.

Completed prequalification documents in plain sealed envelopes clearly marked:

**“PREQUALIFICATION OF STREET SWEEPING, SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL SERVICES - KILIMANI, KILELESHA AND KANGEMI (FRANCHISE ZONE NO. 7)”**

**FOR PREQUALIFICATION NO:**

and addressed to:

**COUNTY SECRETARY  
NAIROBI CITY COUNTY  
P.O BOX 30075-00100  
NAIROBI.**

Should be deposited in the TENDER BOX situated at the Director of Procurement City Hall Annex, 1<sup>st</sup> floor room 105, so as to be received, not later than **12.00 noon on Thursday 23<sup>rd</sup> January, 2014**.

**LILIAN W NDEGWA  
COUNTY SECRETARY**

**PRE-QUALIFICATION FOR STREET SWEEPING, SOLID WASTE COLLECTION,  
TRANSPORTATION AND DISPOSAL SERVICES**

2



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## Definition of Terms

- a) “Bidder” - Party that offers to contest for a tender
- b) CBO - Community Based Organization: Institution consisting of members from the local community who engage in solid waste management activities
- c) “Collection Capacity” - Demonstrated ability to collect waste from prospective clients
- d) Compliance - Adherence to set rules and guidelines
- e) “Financial Proposal” - Written offer expressing capacity to manage funds appropriately
- f) “Financial status” - Statement depicting how funds have been managed.
- g) “Franchise System” - A model whereby a successful tenderer is awarded a definite and exclusive contract to provide a defined service in a specific area.
- h) “Franchisee” - The party that will be awarded the tender to serve zone 7.
- i) “Joint Venture” - A business agreement in which the parties pool resources and work together for a finite time.
- j) “Lead Partner” - Principal party in a joint venture
- k) NEMA - National Environment Management Authority
- l) “Partner” - One of the parties in a joint venture
- m) “Pre-qualification” - Initial evaluation of a party’s capacity to contest in the bid.
- n) “PSP” - Private Service Provider particularly for solid waste collection, transportation and disposal.
- o) Recyclables - Waste items that can be transformed into usable products
- p) Segregation at Source - Separation of waste into defined categories at the point of production

- q) “Solid Waste Collection” - Transfer of solid waste from designated /undesignated collection points to the assigned solid waste collection truck.
- r) “Solid Waste Disposal” - Finally getting rid of solid waste in the designated site.
- s) “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.
- t) “Solid Waste Transportation” - Transfer of solid waste from the collection points to the final disposal site.
- u) “Technical Proposal” - Written offer expressing capacity in terms of special skills, knowledge and mechanics
- v) “Tenderer” - A party that offers a tender to serve the franchise zone 7.
- w) “Zone 7” - One of the 9 zones in Nairobi consisting of Kilimani, Kileleshwa and Kangemi; that has been selected to pilot the franchising system of waste collection and transportation.
- x) “Zoning” - Division of the County into particular sections based on socio-economic characteristics.

## A. SUMMARY OF THE PILOT PROJECT

### 01. INTRODUCTION OF THE PILOT PROJECT

#### 1.1 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 urbanisation 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 (m<sup>3</sup>) has already received 1.8 million m<sup>3</sup> 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 a greater and well-structured waste collection and transportation through the involvement of the private sector and community-based

organisations (CBOs) in slum areas, and greater financial autonomy and more transparency 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.

### 1.2 Principles of the Pilot Project

The revised master plan envisages that the franchise system for street sweeping, waste collection and transportation in the city would be ideal in turning around the waste management system in the City. To avoid any long-term contract risks, it is introduced in a stepwise and gradual manner. In addition, the area subject to the pilot project is selected based on a zoning concept as proposed in the revised master plan. For the franchise system to function well in the entire pilot zone, an internal cross-subsidy system is established where revenues from high-income areas will cross subsidize those from the low-income areas.

### 1.3 Objective of the Pilot Project

The objective of the Pilot Project (PP) is to collect data and information, thereby identifying challenges and developing necessary measures to address them. The newly introduced system of street sweeping, waste collection and transportation would then be introduced to the rest of the Nairobi City County.

### 1.4 Description of the Pilot Project Area

For the purpose of this pilot project, refer to Table 1.1 and Figure 1.1 whose digital details may be obtained from the office of the Director of Environment.

Table 1.1 Population and Waste Generation amounts Unit: ton/day

Area	Current Population	Household Waste amount	Commercial Waste	Market Waste	Total
Kilimani	44,000	27	34	0	61
Kileleshwa	31,000	17	8	0	25
Kangemi	92,000	30	-	10	40
<b>Total</b>	<b>167,000</b>	<b>74</b>	<b>42</b>	<b>10</b>	<b>126</b>

Note1: The current population is estimated based on the Kenya Census 2009.

The average population increasing ratio from 1999 to 2009 is Kilimani 2.6%, Kileleshwa 0.4%, and Kangemi 3.1%.

Note2: The waste amount is estimated based on JICA Survey in 2009 and NCC data in 2013. The bidding firms must compute the waste volume at the time of tender in reference to the provided estimates.

Note3: Household waste in Kangemi includes Commercial waste.

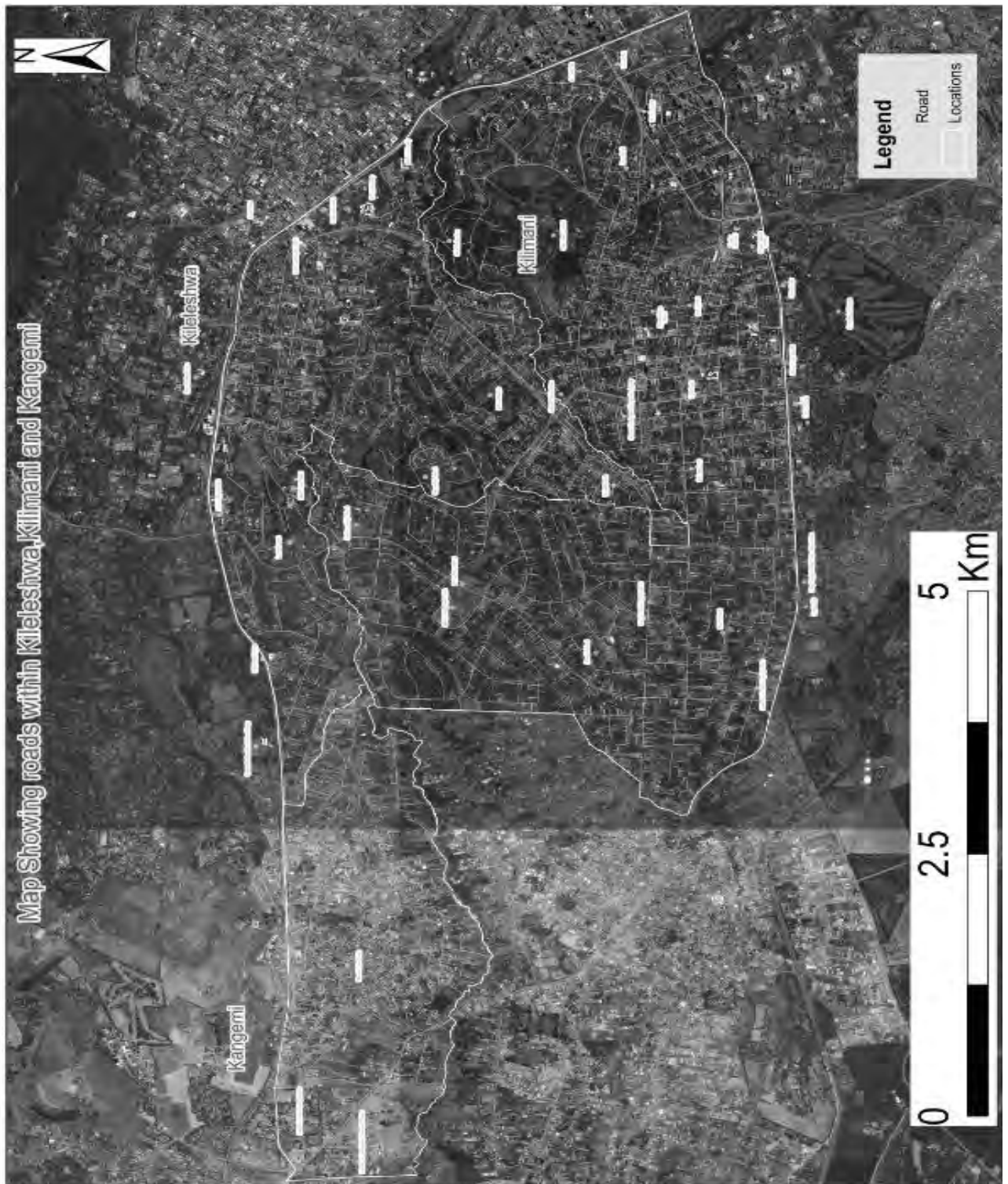


Figure 1.1 Geographical area of the Zone No. 7 (Note: Digital map to be provided to bidders)

The areas subject to the PP are shown in the area inside a yellow boundary of a map above.

## **02. FRANCHISE SYSTEM OPERATION**

The franchise system is designed for provision of street sweeping, waste collection and transportation services where successful tenderer or “Franchisee” shall be a single PSP or a single joint venture (hereinafter referred to as “JV”) will have exclusive authority to provide those services in the described area and in turn collect fees from recipients of those services to sustain the same.

### 2.1 Selection Procedure of the Successful Tenderer or “Franchisee”

The franchisee shall be selected from the pre-qualified tenderers. The PSP or JV that is tendering shall submit documents described in the forms provided in the prequalification document. Criteria shall be based on the following:

- (1) Sweeping and Collection capacity;
- (2) Compliance Status; and
- (3) Financial Status.

### 2.2 Association or Joint Venture

Each PSP shall submit only one (1) bid, either as an independent tenderer or in partnership as a Joint-Venture. Any lead firm that submits or participates in more than one application shall be deemed ineligible and disqualified. However, a PSP, if participating in this bid as a sub-contractor or a partner in a joint venture and therefore not responsible for the entire performance under the contract, may participate in more than one proposal only in that capacity.

## **03. SCOPE OF WORKS**

### 3.1 Responsibilities of the Franchisee in the Pilot area

The Franchisee shall collect, transport and dispose waste discharged from the following sources:

- (1) Households;
- (2) Restaurants;
- (3) Hotels;
- (4) Shops;
- (5) Offices;
- (6) Schools (both Private and Public);;
- (7) Public market (Kangemi);
- (8) Other Public facilities (Parks, Social halls, Churches, road reserves, riparian way leaves etc.);
- (9) Road sweepings; and
- (10) Collection of carcasses

### 3.2 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.

### 3.3 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.



### 3.4 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:-

Green liner bag/container:	Organic waste
Blue liner bag/ container :	Plastics and Papers
Brown liner bag/container	: Others

Except for waste under items (7&10) 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.

### 3.5 Waste Charge

It will be the responsibility of the Franchisee to propose the waste charge upon which an agreement will be reached with the County Government. Such rates will be guided by the current charges as follows:

- (1) Households (Kilimani and Kileleshwa) 500-800KSh/household/month
- (2) Households (Kangemi) 80-200KSh/household/month
- (3) Restaurants, Hotels, Shops, Offices, Private school in Kilimani and Kileleshwa (70 litre container,400/ per collection, 120 litre container 700/ per collection,240 litre container 1200/ per collection, 360 litres container per collection 1600/)
- (4) Public market (Kangemi) Kshs/ton 200-600
- (5) Public facilities (Public school, Social halls, Government Offices, etc.) Kshs/liner bag 50-100

Further, the franchisee will be expected to collect all the agreed waste charge to ensure effective and efficient services.

### 3.6 Franchise Fee

The Franchisee shall pay the following franchise fee to NCC at the end of every three month after the operation.

Franchise fee is 15% of total income of the Franchisee.

### 3.7 Ownership of Segregated Recyclable Waste

The Franchisee will have ownership of any recyclable waste segregated at source or by the Franchisee.

### 3.8 Expiry of Authority of Solid Waste Management Service Provision in the Pilot Project Area

Any authority previously granted for provision of solid waste management services in the pilot project area will cease to be valid immediately upon award of the contract to the successful franchisee.

## **04. UNDERTAKINGS OF NCC IN THE PILOT PROJECT**

### 4.1 Monitoring for Non-Licensed PSP

The County Government will ensure that no any other actor will provide solid waste management services in the pilot project area.

#### 4.2 Public Awareness of the Franchise System

The County Government is responsible for continuous awareness creation in the pilot project area.

#### 4.3 CBO Activities

The County Government will facilitate agreeable and sustainable partnerships between the franchisee and CBOs working in the low income areas of the pilot project.

## **B. PRE-QUALIFICATION INSTRUCTIONS**

### **01. INTRODUCTION**

The **Nairobi City County (NCC)** invites interested candidates who must meet the set criteria to bid for pre-qualification for procurement of street sweeping, solid waste collection, transportation and disposal services in Zone 7.

### **02. PRE-QUALIFICATION OBJECTIVE**

The main objective is to shortlist potential providers of solid waste management services who meet the set criteria for possible engagement thereafter for operating in the pilot project area.

### **03. INVITATION OF PREQUALIFICATION**

Bidders registered with registrar of companies under the laws of Kenya in respect to services are invited to submit their **PRE-QUALIFICATION BIDS** to the **COUNTY SECRETARY, NAIROBI CITY COUNTY**. Bids will be submitted in complete either singly or in joint venture.

### **04. PRELIMINARY EVALUATION**

Prospective contractors must have carried out successful similar works. Additionally, bidders are required to **submit copies** of the following mandatory documents:-

- (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
- (f) Proof of purchase of bidding document (Receipt);
- (g) Collection and Transportation Permit from NCC;
- (h) Relevant experience and proof of qualified staff, (Attach CV);
- (i) Audited financial reports for at least financial years 2011/2012 and 2012/2013;
- (j) Certified bank statement for at least financial years 2011/2012 and 2012/2013;
- (k) Policy Document; and
- (l) NEMA Clearances

#### **NOTE**

**Any bidder who does not submit the above mandatory documents shall be considered non-responsive and will not proceed to the next level of evaluation.**

**EVALUATION CRITERIA FOR STREET SWEEPING, SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL SERVICES – KILIMANI, KILELESHA AND KANGEMI (FRANCHISE ZONE NO. 7).**

No.	Criteria	Requirements	Evaluated by	Score
1.	<b>Experience</b>	<b>Years of experience</b>	<1Year 1-2 Years >2-3 Years >3-4 Years >4 Years	2 4 6 8 10
2.	<b>Clientele base</b>	<b>Number of Clients</b>	<100 101-200 201-300 301-400 >401	2 4 6 8 10
3.	<b>Human capacity</b> (Application Form 3A)	<b>Management staffs</b>  <b>Supervisors/Artisans/Other Technical staffs etc.</b>  <b>Low cadre staffs</b>	1-2 3-5  1-5 6-10 11-15 >16  <50 51-100 101-150 >151	1 2  1 2 3 4  1 2 3 4
4.	<b>Trucks</b> (Application Form 3; <b>For Kangemi where access is limited, ensure introduction of vehicles which are flexible enough to manoeuvre the narrow accesses</b> )	<b>Number</b>	0-5 6-9 10-15 >15	2 4 6 10
5.	<b>Total fleet capacity</b>	<b>Tonnage</b>	<25 26-50 51-75 >75	2 4 6 10
6.	<b>Daily waste handling capacity</b>	<b>Tonnage</b>	<25 26-50 51-75 >75	2 4 6 10
7.	<b>Compliance</b>			

No.	Criteria	Requirements	Evaluated by	Score
	(Application Form 4)	<b>Evidence of delivery of waste to the final disposal site :</b> Copies of records of waste depositing at Dandora for at least 2 years (2012-2013)	<25% 26-50 51-75 100%	2 4 6 10
	(Application Form 4A)	<b>Evidence of tax compliance</b> Copies of records of tax payment certification for at least 2 years (2012-2013)	Non-compliant Partial compliance Full compliance	0 5 10
8.	<b>Financial Status</b> (Audited accounts & Certified bank statement for at least 2 years :2011/2012 &2012/2013)	<b>Financial turnover</b>	5-7.5 Million 7.6-10 Million 11-15 Million >15 Million	2 4 6 10

## 05. PRE-QUALIFICATION DOCUMENT

This document includes questionnaire forms and documents required of prospective service providers.

In order to be considered for pre-qualification, prospective suppliers must provide all the information herein requested.

## 06. QUESTIONS ARISING FROM DOCUMENTS

Questions that may arise from pre-qualification documents should be directed to the Director of Procurement, Nairobi City County.

P.O. BOX 30075-00100  
NAIROBI

## 07. ADDITIONAL INFORMATION

The NAIROBI CITY COUNTY reserves the right to request submission of additional information from prospective bidders.

Request for quotations will be made available only to those bidders whose Pre-qualifications bids are accepted by the Nairobi City County after clearing **all the requirements** described above.

The prequalified PSP or JV will be shortlisted and have the right to attend in the opening of bids. The eligible tenderer shall be able to receive tender documents at a fee of Kshs. 1,000. The evaluation will be based both on technical and financial proposals.

## **C. PRE-QUALIFICATION DATA INSTRUCTIONS**

### **01. PRE-QUALIFICATION DATA FORMS**

The attached questionnaire forms 1, 2, 2A, 3, 3A, 4, 4A, 5 and 6 are to be pre-qualified for submission of tender for specific tender.

### **02. MANNER OF DOCUMENTATION**

The pre-qualified application forms which are not filled out completely and submitted in the prescribed manner will not be considered. All the documents that form part of the proposal must be written in English and in Ink.

### **03. USAGE OF SUBMISSION DATA**

It is understood and agreed that the prequalification data on prospective bidders is to be used by the Nairobi City County to discretionally determine and according to its role, judge the qualification of prospective bidders to perform in respect to the tender category as described by the client.

### **04. QUALIFICATION**

Prospective bidders will not be considered qualified unless in the judgment of the Nairobi City County that they possess street sweeping, solid waste collection capacity, compliance, and financial status sufficient to satisfactorily execute the contract for delivery of works.

**REGISTRATION OF CONTRACTORS APPLICATION FORM**

I/We.....hereby apply for registration as a contractor of the Pilot Project for Introduction of Franchise System and Heightening of Public Awareness.

Post office address.....  
Town.....  
Name and building.....  
Room/office..... floor no.....  
Telephone No s.....  
Full name of applicant.....  
  
Signature.....

**BUSINESS & ORGANIZATION INFORMATION**

MANAGEMENT PERSONNEL.....  
CHIEF EXECUTIVE OFFICER.....  
Treasurer.....  
Other.....

**PARTNERSHIP FOR THE APPLICANT CONSTITUTES A JOINT VENTURE OR AN ASSOCIATION, I.E. LEAD FIRM AND SUB-CONTRACTORS, PLEASE DESCRIBE THIS.**

**Names of partners.....**

.....  
.....

**Business founded or incorporated.....**

**Under present management since.....**

**Net worth equivalent Kshs.....**

**Bank reference and address.....**

.....

**Bonding company reference and address.....**

.....

**Enclose copy of the joint venture agreement.**



## **STANDARD FORMS**

### **Notes on completion of Standard Forms**

- Application Form 1 - General information  
This form is to be completed by all applicants. Where the applicant proposes to use sub-contractors the information should be supplied in this format. Where there is a joint venture, each partner shall complete the form.
- Application Form 2 - General Experience Record  
This form is to be completed by all applicants. Separate sheets should be used for each partner of a joint venture. Applicants are not required to enclose testimonials, certificates or publicity materials with their applications.
- Application Form 2A - Joint Venture Summary  
This form is to be completed by joint venture applicants only.
- Application Form 3 - Status of Existing Waste Collection Vehicles  
This form is to be completed by all applicants meeting the requirement set out in the instructions to candidates. Separate sheets shall be used for each member of or joint venture.
- Application Form 3A - Status of Existing Number of Employees  
This form is to be completed by all applicants meeting the requirement set out in the instructions to candidates. Separate sheets shall be used for each member of or joint venture.
- Application Form 4 - Record of Waste Amount transported to the final disposal facility (Dandora)  
This form is to be completed by all applicants meeting the requirement set out in the instructions to candidates. Separate sheets shall be used for each member of or joint venture. In addition, all applicants shall attach copies of records of waste loading from Dandora weighbridge for the last 2 years (2012-2013).
- Application Form 4A - Record of Tax Compliance  
This form is to be completed by all eligible applicants  
Separate sheets shall be used for each member of or joint

venture. In addition, all applicants shall attach copies of tax payment certificate for the last 2 years (2012-2013).

- Application Form 5 - Financial Status  
This form shall be completed by eligible applicant and each member of a joint venture. It should contain financial information to demonstrate that they meet the requirements stated in the instructions to candidates. Separate sheets should be used to provide complete banker information, if necessary. A copy of the audited balance sheet if available should be attached. The information should include the summary of actual assets and liabilities for the last five years.
- Application Form 6 - Questionnaire  
This form is to be completed by all applicants.

# APPLICATION FORM 1

## GENERAL INFORMATION

1.	Name of firm	
2.	Head office address	
3.	Telephone	Contact
4.	Fax	E-mail
5.	Place of incorporation/registration	Year of incorporation/registration

Nationality of owners		
	Name	Nationality
1.		
2.		
3.		
4.		
5.		

## APPLICATION FORM 2

### GENERAL EXPERIENCE RECORD

Name of Applicant
-------------------

Annual turnover data (Waste collection and transportation service only)		
Year	Turnover	Kshs.
1.		
2.		
3.		
4.		
5.		

## APPLICATION FORM 2A

### JOINT VENTURE SUMMARY (where applicable)

Names of all partners of a joint venture
1. Lead partner
2. Partner
3. Partner
4. Partner
5. Partner
6. Partner

Total value of annual waste collection and transportation service turnover, in terms of work billed to clients, in KSh.

Annual turnover data (waste collection and transportation service only): KSh.
---

Partner	Form 2 Page no.	Year 1	Year 2	Year 3
1. Lead Partner				
2. Partner				
3. Partner				
4. Partner				
5. Partner				
6. Partner				
	Total			

### APPLICATION FORM 3

#### STATUS OF EXISTING WASTE COLLECTION VEHICLES

Name of Applicant
-------------------

Note: Use a separate sheet for each partner of a joint venture

No.	Name/ Make	Model No.	Type	Load Capacity(t)	Registration year
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
Total	—	—	—		—

## APPLICATION FORM 3A

### STATUS OF EXISTING NUMBER OF EMPLOYEES

Name of Applicant

Note: Use a separate sheet for each partner of a joint venture

Category	Number of employees
Office worker	
Driver	
Loader	
Sweepers	
Mechanic	
Other	
	Total

## APPLICATION FORM 4

### RECORD OF WASTE AMOUNT CARRIED INTO FINAL DISPOSAL FACILITY AT DANDORA

Name of Applicant
-------------------

Note: Use a separate sheet for each partner of a joint venture

Month	Waste amount (t/ month)	
	Year of 2012	Year of 2013
January		
February		
March		
April		
May		
June		
July		
August		
September		
October		
November		
December		
Total		



## APPLICATION FORM 4A

### RECORD OF TAX PAYMENT

Name of Applicant
-------------------

Note: Use a separate sheet for each partner of a joint venture

	Payment amount (KSh.)	
	Year of 2012	Year of 2013
Income tax		
Value-Added tax		
Corporate tax		
(Please add the other taxes, if any)		
Total		

**Copy of tax payment certification shall be attached.**

## APPLICATION FORM 5

### FINANCIAL STATUS

Name of Applicant
-------------------

Note: Use a separate sheet for each partner of a joint venture

Banker	Name of banker
	Address of banker
	Telephone ..... Contact name and title _____
	Fax E mail

Financial information in Ksh.	Actual : previous two years		Projected: next two years	
	Year of 2012	Year of 2013	Year of 2014	Year of 2015
1. Total assets				
2. Current assets				
3. Total liabilities				
4. Current liabilities				
5. Profits before taxes				
6. Profits after taxes				

Source of finance	Amount Kshs.
1.	
2.	
3.	
4.	

## APPLICATION FORM 6

### Questionnaire

The Nairobi City County in its efforts to streamline its payment process is updating its contractor data bank.

You are therefore required to provide the following information; the same will be used to generate a payment voucher for contractors.

1. NAME OF SUPPLIER/CONTRACTOR

.....  
.....

2. PIN NUMBER.....

3. VAT NUMBER.....

4. CERTIFICATE OF REGISTRATION NO.....

DATE OF REGISTRATION.....

5. SINGLE BUSINESS PERMIT FOR YEAR 2013

NO.....CODE.....AMOUNT PAID .....

6. ADDRESS: P.O BOX.....

CODE.....

TOWN.....

COUNTRY.....

7. ROAD/STREET.....

8. PHYSICAL LOCATION DESCRIPTION

.....  
.....  
.....

FILLED BY

(NAME).....SIGN.....

DESIGNATION.....DATE.....

OFICIAL RUBBER STAMP/SEAL.....

**SWORN STATEMENT**

*Having studied the pre-qualification information for the above project, we/I hereby state:*

*(a) That information furnished in our application is accurate to the best of our /my knowledge.*

*(b) That in case of being pre-qualified we acknowledge that this grants us the right to participate in due time in the submission of a tender or quotation on the basis of provisions in the tender or quotation documents to follow.*

*(c) We enclose all the required documents and information required for the pre-qualification evaluation.*

*Date.....*

*Applicant's Name.....*

*Represented by.....*

*Signature.....*

*Official Stamp or seal.....*

*(Full name and designation of the person signing and stamp or seal)*



***Attachment 2***  
***Tender Document in Zone 7***







**NAIROBI CITY COUNTY  
DEPARTMENT OF ENVIRONMENT**

**BID DOCUMENT  
(REQUEST FOR PROPOSAL)**

M/S .....

**CONTRACT NCC/DOE/T/242/2013-2014**

**STREET SWEEPING, SOLID WASTE COLLECTION, TRANSPORTATION  
AND DISPOSAL SERVICES  
(FRANCHISE ZONE 7)**

**2014**

**COUNTY SECRETARY  
NAIROBI CITY COUNTY  
P.O.BOX 30075- 00100  
NAIROBI**

**DIRECTOR OF PROCUREMENT  
CITY HALL ANNEX  
1<sup>ST</sup> FLOOR**

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NAIROBI CITY COUNTY

Governor's office  
Fax: 22217704  
Telephone: 2224281  
Email: [governor@nairobi-city.go.ke](mailto:governor@nairobi-city.go.ke)  
Web: [www.nairobi-city.go.ke](http://www.nairobi-city.go.ke)



City Hall  
P.O. Box 30075-00100  
Nairobi  
Kenya

1. **NCC/DOE/T/232/2013-2014 – STREET SWEEPING , SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL –Kilimani, Kileleshwa and Kangemi (Franchise Zone 7) ZONE – FOR PERIOD 2014/16**

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 1<sup>st</sup> floor City Hall Annex addressed to: -

County Secretary  
Nairobi City County,  
P.O. Box 30075-00100  
NAIROBI.  
E-mail: [adm@nairobi-city.org](mailto:adm@nairobi-city.org)  
Website: [www.nairobi-city.org](http://www.nairobi-city.org)

So as to reach him on or before **12.00 Noon on Tuesday, 15<sup>th</sup> April, 2014**. 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 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 7 - One of the 9 zones in Nairobi consisting of Kilimani, Kileleshwa and Kangemi; 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, 25<sup>th</sup> March, 2014**
- ii) Deadline for submitting Bids: **Tuesday, 15<sup>th</sup> April, 2014**
- iii) Finishing of evaluation of Bids: **Tuesday, 20<sup>th</sup> May, 2014**
- iv) Signing contract: **Thursday, 5<sup>th</sup> June, 2014**
- v) Deadline for submitting Final Work Plan: **Friday, 4<sup>th</sup> July, 2014**
- vi) Starting of Franchise System: **Friday, 1<sup>st</sup> August, 2014**

#### 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 7.

#### **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 7**  
And the words  
**DO NOT OPEN BEFORE AT 12.00 noon on Tuesday, 15<sup>th</sup> April, 2014** 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, 15<sup>th</sup> April, 2014** (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
<b>1.</b>	<b>PERSONNEL</b>	<b>25</b>			
	Qualification of key personnel to be deployed indicating the minimum academic qualification and experience. <b>Clause IV.3 and IV.4, Section IV Special Conditions of Contract</b>		<b>See Schedule 4, Section V Schedule of Requirements</b>		
	<b>Project Management (10 marks)</b>				
	(i) Academic qualifications and CV's attached (3 marks)	<b>3</b>	Attach copies of academic Certificate(s) and CV's	Ph D Master's Bachelor's & Others	3 2 1
	(ii) Professional qualification (2 marks)	<b>2</b>	-ditto-	Yes No	2 0
	(iii) Previous experience (5 marks)	<b>5</b>	Years of experience • Same projects (i.e., <b>Street Sweeping</b> 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"> <li>Similar projects (related to cleansing &amp; renovation work)</li> </ul>	years 5 – 3 years  None	1  0
	<b>Supervisors (8 marks)</b> Experience of supervisors.	8	Years of experience <ul style="list-style-type: none"> <li>Same projects (i.e., waste collection &amp; transportation work)</li> </ul>	More than 5 years 5-4 years 3-1 years Less than 1 year	8 4 2 0
	<b>Drivers (7 marks)</b> 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
<b>2.</b>	<b>HEAD OFFICE BACKUP</b>	<b>5</b>			
	Evidence of physical address of the Head Office (2 marks) <b>Clause IV.1, Section IV Special Conditions of Contract</b>	2	Attach copies of title, lease or rental agreement <b>See Schedule 5</b>	Yes No	2 0
	Establishment of a complaint and public liaison office (3 marks) <b>Clause IV.9</b>	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
<b>3.</b>	<b>WORK PLAN</b>	<b>60</b>			
	<b>Comprehensive Street Sweeping, Waste Collection and Transportation Plan</b> <b>Clause I.E.12</b>		<b>See Schedule 6</b>		
	Allocation plan of <b>Street Sweeping, waste</b> collection and transportation vehicles and crews to cover with Zone 7 (10 marks)	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 (8 marks) <b>Clause IV.14</b>	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
	Methodology of collection of waste	10	Appropriateness of	V. Good	10

No	Description of Criteria	Max Score	Requirements	Evaluated as	Score
	charges (10 marks)		method of the collection depending on areas to be covered	Good Satisfactory Poor	6 3 0
	Management and monitoring of <b>Street Sweeping</b> , waste collection and transportation work(monitors tools,schedules,plans and reporting formats) (8 marks)	8	Appropriateness of management and monitoring plans depending on areas to be covered	V. good Good Satisfactory Poor	8 4 2 0
	<b>Action Plan from the Signing of the Contract to the Commencement of the Pilot Project- (Mobilization) (20 marks) Clause I.F.7</b>	<b>20</b>			
	What kind of actions will be needed (4 marks)	4	Description of what kind of actions will be needed	Good Satisfactory Poor	4 2 0
	How these actions will be carried out (4 marks)	4	Description of how these actions will be carried out	Good Satisfactory Poor	4 2 0
	When these actions will be made (4 marks)	4	Description of when these actions will be made	Good Satisfactory Poor	4 2 0
	Who will conduct these actions (4 marks)	4	Description of who will be conducted these actions	Good Satisfactory Poor	4 2 0
	Time frame of the action plans (4 marks)	4	Chart of the time frame	Good Satisfactory Poor	4 2 0
<b>4.</b>	<b>EXPERIENCE</b>	<b>10</b>			
	Experience that the firm has been providing <b>Street Sweeping</b> , solid waste collection services or as other contracts (8 marks) <b>Schedule 7</b>	<b>5</b>	Number of letters of reference from county government or any other local authority or client <b>(original)</b>	More than 3 letters 3 – 1 Nil	5 3 0
		<b>3</b>	Number of letters of award completion certificate from county government or any other local authority or client <b>(copies)</b>	More than 3 letters 2 letters 1 letter Nil	3 2 1 0

No	Description of Criteria	Max Score	Requirements	Evaluated as	Score
	Current commitments (2 marks) <b>Schedule 7</b>	<b>2</b>	Copies of contract agreements	Yes No	2 1
	<b>TOTAL TECHNICALSCORE (1+2+3+4)</b>	<b>100</b>			

### 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
<b>1</b>	<b>Financial Status</b> (Audited accounts & Certified bank statement for at least 2 years: 2011/2012 &2012/2013)	<b>50</b>	Turnover	5-7.5 Million 7.6-10 Million 11-15 Million >15 Million	10 20 30 50
<b>2</b>	<b>Proposed waste charge payable to franchisee by waste generators</b>	<b>50</b>			50
	<b>Street Sweeping</b> and waste Collection from Households (Kilimani and Kileleshwa)	10	Charge per month collection	Above 800 701-800 601-700 501-600 500 and below	1 3 6 9 10
	<b>Street Sweeping</b> and waste Collection from Public facilities	10	Charge per liner bag collection	Above 100 80-100 60-80 50-60 Below 50	1 3 6 9 10
	Waste Collection from Public market (Kangemi)	10	Charge per ton	Above 600 501-600 351-500 201-350 200 and Below	1 3 6 9 10

No	Description of Criteria	Max Score	Requirements	Amount in Ksh.	Score		
	Collection from Designated CBO's Holding points (Kangemi)	10	Charge per tonne collection	Above 2000	1		
				1501-2000	3		
				1001-1500	6		
				500-1000	9		
				Below 500	10		
	<b>Street Sweeping</b> 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	Above 1200	1.5				
		Below 1200	2.5				
2.5	Collection per 360 litres container	Above 1600	1.5				
		Below 1600	2.5				
	<b>TOTAL FINANCIAL SCORE (1+2)</b>		<b>100</b>				

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 Pilot Project (PP) described in **Section II Terms of Reference**.

ii) **Action Plans from the Signing of the Contract to the Commencement of the PP**

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 Kilimani, Kileleshwa and Kangemi (Franchise Zone 7).

#### 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 (m<sup>3</sup>) has already received 1.8 million m<sup>3</sup> 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 Pilot 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 pilot project selected based on a zoning concept is the bottom line to carry out the PP. To execute the franchise system well by assuring reasonable profit of PSP, the zone covered with the PP 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 Pilot Project**

The objective of the Pilot Project (PP) is therefore to collect data and information, and then identify problems and necessary measures for expansion of the newly introduced system into the waste collection and transportation in Nairobi City in order to operate, maintain and monitor the franchise system on a long term basis.

## **B. 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 market (Kangemi);
- 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 (Kilimani and Kileleshwa);
- ii) Households (Kangemi);
- iii) Restaurants, Hotels, Shops, Offices, Private school in Kilimani and Kileleshwa;
- iv) Public market (Kangemi); 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 August 2014 and ends up to July 2017**. 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 10<sup>th</sup> 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 Kilimani, Kileleshawa and Kangemi will be expired on 31<sup>st</sup> December 2013 as mentioned in the authority letter, and the other authority letter will be issued to extend the expiration date until the commencement of the operation. No PSP except for the Franchisee shall implement the waste collection and transportation work in these areas after the expiration date.

### **C. UNDERTAKINGS OF NAIROBI CITY COUNTY IN THE PILOT PROJECT**

#### **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 takeover solid waste collection, transportation and disposal services functions from the Procuring Entity for the specific Zone. 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 PP entirely. The Project Manager shall carry out the PP as a representative of the Bidder on a professional manner including managing and supervising all personnel related to the PP, 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

- i) 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.
- ii) 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.
- iii) 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.
- iv) The Contractor's employees shall consistently show the highest levels of customer services and courtesy.
- v) 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**

- i) 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.
- ii) The vehicles must fully contain the waste, eliminating potential nuisance such as odours, windblown litter and uncontrolled leachate discharge.
- iii) 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.
- iv) 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.
- v) 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.
- vi) The Contractor shall ensure that all vehicles and equipment are registered and operate in compliance with all applicable laws and regulations.
- vii) 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.
- viii) 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.
- ix) 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.
- x) 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.
- xi) All vehicles and equipment shall be operated by qualified and licensed operators.
- xii) 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.
- xiii) 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.

- xiv) 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.
- xv) 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.
- xvi) 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.
- xvii) 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.
- xviii) All vehicles must have a 15cm band on the cabin depicting the colour assigned to the respective Franchise Zone 7.
- xix) 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 7 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 7 (Kilimani, Kileleshwa, Kangemi)** within the jurisdiction of the Nairobi City County as **the location map (Appendix 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 7 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 authorised 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 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:

- i) The task or tasks such persons has to perform;
- ii) All relevant provisions of the Contract;
- iii) All relevant policies, rules, procedures and standards of the Procuring Entity;
- iv) All relevant rules, procedures and regulatory requirements concerning health and safety at work;
- v) Fire risks and fire precautions;
- vi) The need to maintain the highest standards of hygiene, courtesy, integrity and consideration; and
- vii) 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 supervisor 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 rout supervisor is off.

#### **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 Contactor has failed to properly perform the services in accordance with the provisions of the Contact. 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:



- i) Failure to properly collect, in compliance with the schedule, any solid waste within the Zone;
- ii) Failure to clear spillages;
- iii) Failure to clear backlogs of waste;
- iv) Failure to perform for a period of 3 months (90 days) continuously;
- v) Spillage of garbage on the roads during transportation; and
- vi) 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.

- i) 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.
- ii) 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.
- iii) Each notice may refer to one or more than one elemental service deficiency.
- iv) 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**

- i) 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.
- ii) All documents, which have been issued for the purpose of Biding, will remain the property of Nairobi City County.
- iii) 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 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**

- i) This is not a mandatory requirement for this Contract.
- ii) The scheduling of the machine operations will be at the discretion of the Director of Environment.
- iii) Machine operations will be executed as and when **necessary** in the Zone. Before such a decision is made, written 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.

.....Date .....Signature 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?

.....

.....Date .....Signature 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.

.....Date .....Signature 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.**

.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....

.....Date .....Signature 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.)

.....Date .....Signature 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

.....Date .....Signature of Bidder

**SCHEDULE 10 FINANCIAL DETAILS AND PROPOSED WASTE CHARGES**

<b>SNo.</b>	<b>Description</b>	<b>Item</b>	<b>Amount in (Ksh.)</b>
<b>1</b>	<b>Financial Status</b> (Audited accounts & Certified bank statement for at least 2 years: 2011/2012 & 2012/2013)	<b>Turnover</b>	
<b>2</b>	<b>Proposed waste charge payable to franchisee by waste generators</b>		
	(A) Collection from Households (Kilimani and Kileleshwa)	<b>Charge per month collection</b>	
	(B) Public facilities	<b>Charge per liner bag collection</b>	
	(C) Public market (Kangemi)	<b>Charge per ton</b>	
	(D) Collection from Households (Kangemi)	<b>Charge per month collection</b>	
	(E) Collection from Commercial Establishments	<b>Collection per 70 litres container</b>	
		<b>Collection per 120 litres container</b>	
		<b>Collection per 240 litres container</b>	
		<b>Collection per 360 litres container</b>	
<b>TOTAL FOR A+B+C+D+E (Under SNo. 2 above)</b>			
<b>Basic Unit Franchise Fee= A+B+C+D+E Multiplied by 15%</b>			



**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..... day .....of 2013

Name and Signature ..... in the  
capacity of .....duly 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 this .....day of .....20.....

**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 .....

## 2. LOCATION MAP

### Franchise Zone 7 Map (Kilimani, Kileleshwa, Kangemi)



*ANNEX 4.3 Guideline for CBOs Involvement in Waste Collection in  
Nairobi City County*



# NAIROBI CITY COUNTY



ENVIRONMENT, ENERGY & WATER

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## Guideline for CBOs Involvement in Waste Collection in Nairobi City County

March 2016

# Guideline for CBOs Involvement in Waste Collection

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### Attachment

1. Example of selection criteria
2. Example of resident survey sheet
3. Example of CBO demarcation and route map

## Chapter 1: Introduction

### 1-1: Objective and Background of the Guideline

Nairobi City County (NCC) is responsible for Solid Waste Management (SWM) in the city. Among various waste management practices, waste collection and transportation is performed by NCC, private companies, and Community Based Organisations (CBOs) -- especially in informal settlements. In the informal settlements, CBO collects waste from households and business establishment and transport it to certain waste collection points where NCC or a franchisee will then take and transport it to final disposal site.

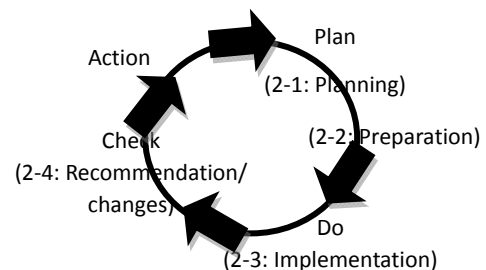
Approximately half of 3 million Nairobi population is said to be living in informal settlements where no NCC or private waste collectors enter and serve. In this regards, NCC needs to involve CBOs for solid waste management to attain clean and healthy environment in Nairobi.

This guideline is mainly aimed for assisting NCC to plan, implement, and check solid waste collection program in slum areas in conjunction with CBOs, but also help CBO to direct themselves to cooperate in the program.

### 1-2: Structure of the Guideline

This guideline is composed of 3 parts, namely 1) Introduction, 2) steps for implementing a pilot project, and 3) reference data.

In 1) introduction, background and objective is discussed. In 2) Steps for implementing a pilot project which is a main part of this document, is discussed to simulate plan-do-check-action (PDCA) cycle. In 3) reference data, some materials used in the past Pilot Project are contained.



## Chapter 2: Steps for Implementing a Pilot Project

### 2-1: Outline for Pilot Project (PP) planning

Project framework should be considered in planning stage. Planning involves a) establishing clear objective(s), and b) determining the scope and duration.

[Explanation]

- a) Establishing clear objective(s)

Objectives may differ from PP to PP depending upon the condition of the area or intention of the NCC (or DoE's policy on SWM in an area).

**EXAMPLE:**

- **To improve public health / sanitary condition of the community by reducing illegally dumped waste.**
- **To realise the sustainability of the CBO activity, in particular, waste collection and transportation service by improving waste collection and transportation practices.**

b) Determining the scope and duration

Depending upon the objective(s), scope and duration may be considered. For example, establishment of proper SWM service in an informal settlement can be a scope, whereas in some other case, introducing recycling or composting may become a scope of the project. Duration may also be decided by a) scope, b) objective(s), c) available manpower, and/or d) budget.

**EXAMPLE:**

- **Targeting three neighboring villages in an informal settlement, establish reliable / responsible / sustainable waste collection & transportation system, including recycling &/or composting.**
- **Establish reputable and responsible CBO which engages in SW collection & transportation in a particular area.**
- **Other things to consider: Type of area (economic, social, tribal and other settings)**

2-2: Outline for Pilot Project (PP) Preparation

In this stage, considerations such as preparation and implementation of interviews for local leaders, target CBOs, and local residents, should be made for following activities as well as analysis of the interview result.

The activities in this stage include a) selecting target site/CBO, b) identifying stakeholders, c) identifying capacity of CBO, d) conducting needs assessment, e) developing a project design including communication strategy, f) monitoring and evaluation, and i) revising the PP design for next phase.

[Explanation]

a) Selecting target site(s)/CBO

Selecting a correct candidate site(s) / target(s) CBO is a key for successful implementation of PP. Failure to select a competent target(s) will likely to create unnecessary challenges or otherwise easily avoided in later time.



Interview sheets, targeting different local leaders, should be prepared prior to the interview. The result of the survey is used to select the target site (s)/ CBO therefore, should be carefully constructed in a way to identify a suitable site/CBO.

**EXAMPLE:**

- **Preliminary study may include:**
  - ✓ **Identification of local leaderships (Member of County Assembly, NCC officials on ground and other relevant leaders)**
  - ✓ **Find out the capacity and reputation of candidate CBOs.**
- **Things to consider: careful survey (interview/questionnaire) is necessary as relying on single source (i.e. candidate CBO members for resident interviews) may give biased results.**

Category <sup>1)</sup>	Item <sup>2)</sup>	Item to be assessed <sup>3)</sup>	Specific Question <sup>4)</sup>	Answer <sup>5)</sup>	Points <sup>6)</sup>	Weight (priority) <sup>7)</sup>
<b>General info-</b>						
	Knowledge on Waste Management <sup>2)</sup>	1. → Attendance of workshops on WM <sup>3)</sup>	Have you attended workshops on WM in past 5 years? If so, please indicate number of times and the organizer of the workshop. <sup>4)</sup>	Organizer <sup>5)</sup> WS1: <sup>6)</sup> WS2: <sup>6)</sup> WS3: <sup>6)</sup>	Each WS gets: <sup>6)</sup> Donor listed Tablexx: 3 <sup>6)</sup> NGO listed Tableyy: 2 <sup>6)</sup> Other: 1 <sup>6)</sup>	
			How long are the workshop last? <sup>4)</sup>	WS1: <sup>6)</sup> 1/2 day, 1 day, 2days or more <sup>6)</sup> WS2: <sup>6)</sup> 1/2 day, 1 day, 2days or more <sup>6)</sup> WS3: <sup>6)</sup> 1/2 day, 1 day, 2days or more <sup>6)</sup>	Each WS gets: <sup>6)</sup> 2days or more: 3 <sup>6)</sup> 1 day: 2 <sup>6)</sup> 1/2 day: 1 <sup>6)</sup>	
		2. → Certificate in env. training <sup>3)</sup>	Do you have certificate in environmental training (preferably in WM)? If so, please indicate the field and issuer. <sup>4)</sup>	Field: <sup>5)</sup> Issuer: <sup>5)</sup>	If the field of the certificate is in WM: 3 <sup>6)</sup> Other field: 1 <sup>6)</sup>	
		3. → <sup>3)</sup>	<i>Add question and answer for duration of WS.<sup>4)</sup></i>			
<b>Slum (cluster)-</b>						
Size <sup>2)</sup>	Slum <sup>3)</sup>	1. → Population and size <sup>3)</sup>	What is the approximate population in your slum? <sup>4)</sup> What is the approximate size of area? <sup>4)</sup>	→ → People <sup>5)</sup> → → Km2 <sup>5)</sup>	For reference only: <sup>6)</sup> No point given <sup>6)</sup>	
	Village <sup>3)</sup>	2. → population and size <sup>3)</sup>	What is the approximate population of the village(s) you	→ → People <sup>5)</sup> → → Km <sup>5)</sup>	For reference only: <sup>6)</sup>	

Example of table showing selection criteria (See Attachment 1)

b) Identifying stakeholders

Once target site(s) / CBO is selected, it is time to identify all stakeholders involved. People, in general, has tendency to cooperate in a project if they are involved (or at least informed) from early stage of a program. On the contrary, if they are informed at the very last minutes, their cooperation may well be very limited. Therefore, it is important to identify all relevant stakeholders at this stage. Note that identifying stakeholder can only be possible on the ground. Typical ways to identify the stakeholders are as follows:

**EXAMPLE:**

- Interview with
  - ✓ Authorities (check with national and county government bodies)
  - ✓ Assembly members of the area
  - ✓ CBOs and their members
  - ✓ Local residents of the area
  - ✓ NGO and other donor organisations

Brief explanation about the survey & how info will be used.

Content of questions followed by date, time, name of interviewer.

**Interviews to the residents in CBO's activity area**

In a frame work of this project between the Government of Kenya and the Government of Japan, the City Council of Nairobi (CCN) and the Japan International Cooperation Agency (JICA) are working with Community-Based Organizations (CBOs) to improve urban environment in your villages. The survey aims to illustrate the current circumstances of waste management in your villages. They will be compared with the situation at a later stage of the project, which will provide an opportunity to make a better environment in your village. You are therefore encouraged to answer the questions below which your interviewers are going to ask.

<b>1 Understanding about waste and recyclables</b>		
1.1	Is the following item waste or recyclable: 1. Metal, 2. Plastic, 3. Paper, 4. Organic waste and 5. Glass? => If all of them should be answered as recyclable, circle "Yes" on the right cell. If only some of them, then "Partially yes". If all of them should be answered as waste, circle "No".	Yes / Partially yes / No
1.2	Do you know designated waste collection points in your village? => If yes, ask where they are. Circle "yes" on the right cell, if that answer really describes location(s) of designated waste collection point.	Yes / No
1.3	Do you use a waste collection service provider?	Yes / No
1.4	Do you know what of the following materials is used to make compost (= fertilizer / manure): 1. Metal, 2. Plastic, 3. Organic waste, 4. Cloth or 5. Mixture of 1 to 4? If the answer is 3, circle "Yes" on the right cell.	Yes / No
<b>2 Behavior with waste and recyclables</b>		
2.1	Do you throw away wastes in your village?	Yes / No
2.2	Do you collect recyclables on the streets?	Yes / No
2.3	Do you sort recyclables from wastes at home?	Yes / No
2.4	Do you sell recyclables?	Yes / No
<b>3 Attitudes for waste management</b>		
3.1	Are you willing to pay for waste collection services?	Yes / No

Example of survey sheet for residents (See Attachment 2)

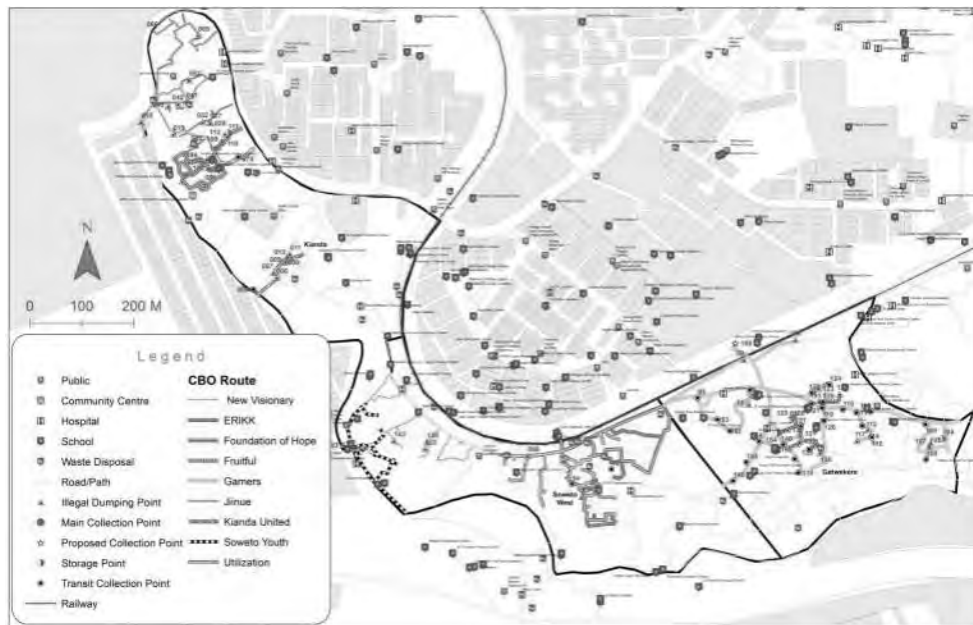
You may note that some of them are same as a) Selecting target site(s)/CBO, so it would be wise to consider how and what to interview beforehand.

c) Identifying capacity of CBO

Capacity of CBO means both a) physical capacity of the CBO to carry out SWM practice in a given area and b) human capacity in which constituent members' ability to understand and handle SWM practices. This can firstly be attained through interviews with local authorities, and then interviews with CBO leaders and members, as well as community members. An example of capacities identified in a CBO is as follows:

**EXAMPLE:**

- **Identifying area served or collection routes, including location of designated waste collection points, population / households.**
- **Identifying and profile of CBO itself, including general information, SWM practice, equipment/gear used, and operation schedule.**
- **Identify human capacity of CBO members, including knowledge on SWM and operational/ management knowledge / skills to run CBO as a group.**



Example of CBO demarcation and route map (Kibera) (See Attachment 3)

d) Conducting needs assessment

One of the important elements in designing how PP would be carried out comes from correct information from this needs assessment. Depending upon the scope, available manpower, and/or budget, a survey can be conducted to the target CBO, CBO members, local residents, and/or authorities. Contents may include training needs, management skills, hand tools and others. If enough funds are available, the survey can be outsourced and target a large number of residents.

**EXAMPLE:**

- **Equipment needs: rakes, wheelbarrows, handcarts, gumboots, gloves, etc.**
- **Administrative needs: organisational structure, management system, etc.**

Content may include:

1. CBO details
2. CBO Equipment
3. Equipment Maintenance
4. Revenue & Costs.
5. Skills Occupational challenges
6. Relations with other stakeholders

**CBO Waste Management Questionnaire – Kangemi**

Name of interviewer ..... Date ...

1. CBO details

Name & Address	
Year of establishment	
Volume of operations (kg/day)	
Number of workers	<input type="checkbox"/> 1. Male: <input type="checkbox"/> 2. Female:
Type of Registration	<input type="checkbox"/> 1. CBO <input type="checkbox"/> 2. Private Company
Area(s) of operation	
Number of Customers served	
Waste Disposal Point	

Example of CBO interview sheet

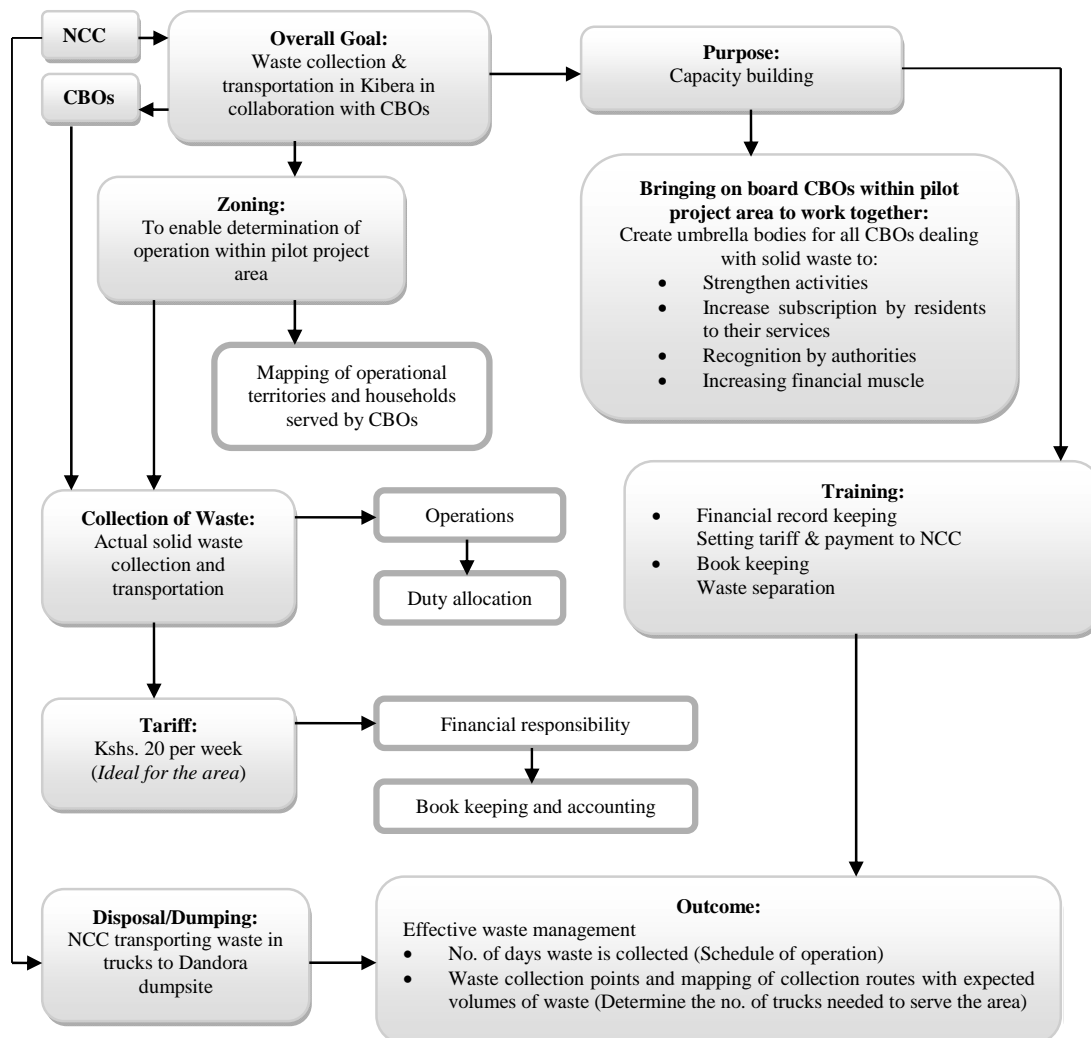
e) Developing a project design

Developing a project design involves careful observation of local conditions and characteristics of CBO.

Firstly, determine how you can reach the goal.

**EXAMPLE:**

- **Reforming CBO structure or consolidating nearby/ surrounding CBO(s) to form an umbrella body.**
- **Reforming fee structure to induce source separation.**
- **Introducing new system to promote recycling.**
- **Develop activities necessary and their timetable, as well as specifying who is in charge.**



Example of designing flow of project

### 2-3: Outline for PP Implementation and Monitoring

Implementation and monitoring is followed. This stage involves CBO or local residents, including consideration in public awareness raising campaign like cleanup activities.

[Explanation]

#### a) Implementation

Implementation on the ground may seem to be done by CBO and its members only; however, it is crucial all stakeholders play their role in the implementation stage as well. For example, if creating an umbrella group was the content of PP, serious of consensus building meeting must be organised/ hosted by NCC along with participations from relevant bodies. Of course, developing and/or giving guidance on various aspects of umbrella group cannot be overlooked.

**EXAMPLE:**

- **Carry out the project designed earlier.**
- **Cleanup campaign involving local residents, authorities, and others.**
- **Things to consider:**
  - ✓ **All stakeholders need to be involved**
  - ✓ **Timely implementation is necessary**
  - ✓ **Most (if not all) activities should be done within project area.**

S. No.	Proposed workshop topics	Proposed dates
1	<ul style="list-style-type: none"> <li>• Financial management</li> <li>• Records management/Book keeping</li> <li>• Organizational efficiency and effectiveness</li> </ul>	13 <sup>th</sup> January 2015
2	<ul style="list-style-type: none"> <li>• Solid waste management</li> <li>• CBO management</li> </ul>	6 <sup>th</sup> June 2015
3	<ul style="list-style-type: none"> <li>• CBO management               <ul style="list-style-type: none"> <li>○ Book keeping</li> <li>○ Finance management</li> <li>○ Linkages with industry</li> </ul> </li> </ul>	7 <sup>th</sup> October 2015
4	<ul style="list-style-type: none"> <li>• Entrepreneurship in SWM               <ul style="list-style-type: none"> <li>○ Client retention</li> <li>○ Recyclable technologies</li> <li>○ Appropriate technologies</li> </ul> </li> </ul>	9 <sup>th</sup> October 2015
5	<ul style="list-style-type: none"> <li>• Occupational Health &amp; Safety               <ul style="list-style-type: none"> <li>○ PPEs &amp; Hazards</li> </ul> </li> </ul>	12 <sup>th</sup> October 2015

Example of workshops held for newly created umbrella group

b) Monitoring

Monitoring is very important as it can be used to see how the project is progressing and it can be used to compare the difference before, during, and after implementation. This ensures that the project progresses as expected, and if does not, corrective actions/ measures taken when necessary. Examples of monitoring items are, a) waste collection efficiency (volume of waste/ recyclables recovered per staff/time), b) waste collection volume, c) number of clients, d) revenue and/or expenditure of CBO activities, etc.

		2014				2015						
		Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.
GATWEKERA	Average no. of households served	450.	233.	233.	231.	279.	162.	375.	237.	-.	-.	-.
	Average volume of waste collected (M <sup>3</sup> )	44.0.	15.2.	57.3.	38.5.	-.	1.9.	5.3.	10.4.	50.0.	28.47.	34.7.
SOWETO WEST	Average no. of households served	702.	612.	552.	492.	426.	448.	425.	348.	-.	-.	-.
	Average volume of waste collected (M <sup>3</sup> )	53.4.	28.4.	44.3.	64.1.	-.	12.6.	85.0.	46.5.	50.0.	22.3.	45.
KIANDA	Average no. of households served	185.	185.	183.	193.	199.	220.	285.	257.	-.	-.	-.
	Average volume of waste collected (M <sup>3</sup> )	19.0.	16.6.	13.3.	33.1.	-.	6.1.	24.0.	40.3.	65.0.	16.7.	31.8.

Example of monitoring result (Kibera)

#### 2-4: Outline for analysis on result of the PP implementation and recommendation for improvement

Analysis of the result and recommendation is carried out accordingly. This activity should be conducted with concrete data, such as monitoring result and record of activity.

#### [Explanation]

All activities and monitoring data should be carefully reviewed. Based on the review, consider how this project can be improved/ revised in future project. It should be noted that the result should be also shared with all stakeholders as it serve as consensus building effort among NCC staff, CBO members, and public. It also strengthens the communication channel among all those stakeholders through sharing results of the project.





## Information necessary to identify site selection criteria

Category	Item	Item to be assessed	Specific Question	Answer	Points	Weight (priority)
<b>General info</b>	Knowledge on Waste Management	1. Attendance of workshops on WM	Have you attended workshops on WM in past 5 years? If so, please indicate number of times and the organizer of the workshop.	Organizer	Each WS gets: Donor listed Tablexx: 3 NGO listed Tableyy: 2 Other: 1	
			How long are the workshop last?	WS1:	1/2 day, 1 day, 2days or more	Each WS gets: 2days or more: 3 1 day: 2 1/2 day: 1
				WS2:	1/2 day, 1 day, 2days or more	
				WS3:	1/2 day, 1 day, 2days or more	
2. Certificate in env. training.	Field	Issuer	If the field of the certificate is in WM: 3 Other field: 1			
<b>Slum (cluster)</b>	Size	1. Population and size	<i>Add question and answer for duration of WS.</i>			
Village	2. population and size	What is the approximate population in your slum?	People _____ Km2 _____	For reference only. No point given		
		What is the approximate size of area?	People _____ Km2 _____	For reference only. No point given		

Category	Item	Item to be assessed	Specific Question	Answer	Points	Weight (priority)	
			What is the approximate size of the village?				
Location	Name of area	3. Location	What is the name of informal settlement?		For reference only. No point given		
<b>CBO</b>							
How well organized ?	Recognition from local administration	1. Location chief	Is your CBO recognized by location chief?	YES NO	Yes: 1 No: 0		
		2. Village elder	Is your CBO recognized by village elder?	YES NO	Yes: 1 No: 0		
	Recognition from city council/ Social services	1. City Council	Is your CBO recognized by the City Council?	YES NO	Yes: 1 No: 0		
		2. Social Services	Is your CBO recognized by the Social Services?	YES NO	Yes: 1 No: 0		
	Objectives of the group, constitution.	1. Waste Management	Does your CBO has constitution? If so, is WM specified as a objective of the group?	Constitution: YES / NO WM as objective: Yes/No	WM as objective: Yes: 1 No: 0		
		2. History of the WM	How long your CBO has been working on WM?	< 1 year 1 year 2 years 3 years > 4 years	< 1 year: 1 1 year: 2 2 years: 3 3 years: 4 > 4 years: 5		
		3. Waste Collection / transportation	Does your CBO actively involves in waste collection and transportation?	Does your CBO actively involves in waste collection and transportation?	YES NO	Yes: 1 No: 0	
		4. Recycling	Does your CBO actively involves in recycling? If so, which materials are recycled?	Does your CBO actively involves in recycling? If so, which materials are recycled?	Plastics: YES/NO Metals: YES/NO Glass: YES/NO Papers: YES/NO	1 point each	

Category	Item	Item to be assessed	Specific Question	Answer	Points	Weight (priority)
				Organics: YES/NO		
		5. Composting	Does your CBO actively involves in composting?	YES NO	Yes: 1 No:0	
		6. Other	Does your CBO involved in any other WM activity? Please specify.	YES (specify _____) No	Yes: 1 No:0	
	Size of membership	1. Number of memberships	What is the number of your membership? (Specifically for WM)	1 - 9 10 - 19 20 - 29 30 - 39 40 or more	1 - 9: 1 10 - 19: 2 20 - 29: 3 30 - 39: 4 40 or more: 5	
	Record keeping	1. Membership	Do you have a record of memberships?	YES NO	Yes:1 No: 0	
		2. Fees	Do you have a record of fees?	YES NO	Yes:1 No: 0	
		3. Waste	Do you have a record of waste volume?	YES NO	Yes: 1 No:0	
		4. Recycled	Do you have a record of recyclables you've collected/sold? If so, is your record by types of recyclables or aggregated?	YES (by types) YES (aggregated) NO	YES (by types): 3 YES (aggregated): 1 NO: 0	
		5. Finance	Do you have a record of your finances?	YES NO	Yes:1 No: 0	
	Distance from nearest recycler	1. Availability of recyclers	Is there recyclers nearby your CBO?	Plastics : > 30min 30min - 1 hr < 1 hr	Plastic s > 30min 30min - 1 hr < 1 hr	3 2 1

Category	Item	Item to be assessed	Specific Question	Answer	Points	Weight (priority)
				Metals	> 30min 30min - 1 hr < 1 hr	3 2 1
				Glass	> 30min 30min - 1 hr < 1 hr	3 2 1
				Papers	> 30min 30min - 1 hr < 1 hr	3 2 1
				Other (Specify)	> 30min 30min - 1 hr < 1 hr	3 2 1
How active are they?	How often they have meetings	1. Tracking/evaluating issues	How often do you meet to discuss WM issues?	Twice / wk Once / wk Once in 2wks Once / mth	Twice / wk: 4 Once / wk: 3 Once in 2wks: 2 Once / mth: 1	
		2. Copies of M/M	Do you have copy of M/M?	YES (all) YES (some times) NO	YES (all): 3 YES (some times): 2 NO: 1	

Category	Item	Item to be assessed	Specific Question	Answer	Points	Weight (priority)
How much fund they can allocate?	Accounting process	1. Amount of fund allocated to WM	How much is the fund for your CBO in a month, and what is the amount of fund allocated in WM?	___ksh/mth for all activity ___ksh/mth for WM	>A %: 1 B -C %: 2 < D %: 3	
How many people in waste management?		1. How many people in WM?	How many people are engaging in WM in your CBO?	1-4 5-9 10 - 14 15 - 20 21 -	1-4: 1 5-9: 2 10 - 14: 3 15 - 20: 4 21 -: 5	
<b>Waste Collection</b>						
How are they collecting?	Wheel barrow, handcart	1. Wheel barrow	How many wheel barrow does your CBO uses for a day of waste collection?	0-4 5-9 10-	For reference only. No point given	
		2. Handcart	How many handcart does your CBO uses for a day of waste collection?	0-4 5-9 10-	For reference only. No point given	
		3. Hand carry	What is the percentage of waste carried by hand.			
Frequency	Collection schedule	1. Frequency of waste collection	How often do you collect waste?	Twice / wk Once / wk Once in 2wks Once / mth	Twice / wk: 4 Once / wk: 3 Once in 2wks: 2 Once / mth: 1	

Category	Item	Item to be assessed	Specific Question	Answer	Points	Weight (priority)	
Volume & Composition?	selling record of:	1. Plastics	Do you keep the record of selling plastics? If so, the record contains weight or prices? How long the record is kept?	YES: weight & price kept for 0-1 yr	4		
				kept for 1-2 yrs	YES: weight or price kept for 0-1 yr		
				kept for 3 or more yrs			5
				YES: weight or price (only 1)			6
				kept for 0-1 yr			YES: weight or price (only 1) kept for 0-1 yr
				kept for 1-2 yrs			
		kept for 3 or more yrs	2				
		2. Metal	Do you keep the record of selling metals? If so, the record contains weight or prices? How long the record is kept?	YES: weight & price kept for 0-1 yr	4		
				kept for 1-2 yrs	YES: weight or price kept for 0-1 yr		
				kept for 3 or more yrs			5
YES: weight or price (only 1)	6						
kept for 0-1 yr	YES: weight or price (only 1) kept for 0-1 yr						
kept for 1-2 yrs		1					
kept for 3 or more yrs	3						
NO	0						



Category	Item	Item to be assessed	Specific Question	Answer	Points	Weight (priority)
				kept for 0-1 yr. kept for 1-2 yrs kept for 3 or more yrs NO	kept for 3 or more yrs YES: weight or price (only 1) kept for 0-1 yr. kept for 1-2 yrs kept for 3 or more yrs NO	6 1 2 3 0
		5. Other	Do you keep record of other recyclables? (please specify)	YES: specify ____ NO	YES: 1 NO: 0	
<b>Waste Transp.</b>						
Designated disposal point	Actual dump / disposal point?	1. Number of designated disposal points	Do you know where is(are) the designated disposal points? If so, how many are they where you can dispose your waste.	YES: NONE YES: 1 YES: 2 YES: 3 or more NO: (don't know)	YES: 2 NO: 0	
Volume that can be handled?		1. Volume of Waste	Do you know the volume of waste you can handles in any one collection day? If so, please indicate the volume.	YES (____kg) NO	YES: 2 NO: 0	
Illegal disposal points?	Depend on size and number of illegal sites.	1. Number of illegal disposal points	Do you know how many illegal dumping point (where you can observe quantity of disposed waste) in your service area?	YES: NONE YES: 1-3 YES: 4-6 YES: 7-9 YES: 10 or more NO	YES: 2 NO: 0	



Category	Item	Item to be assessed	Specific Question	Answer	Points	Weight (priority)
Volume of illegal dumpsite?	Length (m) x Width (m) x Height (m)	1.	If you answer yes to above, please indicate the number and approx. volume.	1) L x w x h (m) 2) L x w x h (m) 3) L x w x h (m) 4) L x w x h (m)	For only. No point given.	
Difficulty of truck collection?	Accessibility (traffic jam)	1.	Please assess the accessibility of collection truck in/to your area. (ie. road conditions, traffic jam, and other)	1) Easily accessible 2) Moderately accessible 3) Somewhat difficult 4) Difficult to access	1) 4 2) 3 3) 2 4) 1	
<b>Recycling</b>						
What materials are recycled?	What particular plastics, brands, are accepted?	1.	What type of plastics are recycled?	1) PET bottles 2) Polyethylene (film bag) 3) Hard plastics (HDPE) 4) Soft plastics (LDPE) 5) Other type of plastics	1) 1 type: 1 2) 2 types: 2 3) 3 types: 3 4) 4 types: 4 5) 5 or more types: 5	
How are they recycled?	Processed (shredded?)	1.	When you sell your collected plastics, do you process the plastics before you sell?	Wash Separate by type of plastics Separate by color Shred Other (pls specify)	No processing: 0 1 process: 1 2 processes: 2 3 processes: 3 4 processes: 4 5 processes or more 5	
	Competitors (recyclers/middle men)	1. Recyclers (Plastic)	Do you send your recyclables to recycling company directly? If not, how many competitors / middlemen are there in your CBO?	1) Directly dealing w/ company 2) 1-3 competitors / middlemen 3) 4-6 competitors / middlemen 4) 7 or more competitors / middlemen	1) 4 2) 3 3) 2 4) 1	

Category	Item	Item to be assessed	Specific Question	Answer	Points	Weight (priority)
		2. Recyclers (Metal)	Do you send your recyclables to recycling company directly? If not, how many competitors / middlemen are there in your CBO?	1) Directly dealing w/ company 2) 1-3 competitors / middlemen 3) 4-6 competitors / middlemen 4) 7 or more competitors / middlemen	1) 4 2) 3 3) 2 4) 1	
		3. Middlemen (Plastic)	Do you send your recyclables to recycling company directly? If not, how many competitors / middlemen are there in your CBO?	1) Directly dealing w/ company 2) 1-3 competitors / middlemen 3) 4-6 competitors / middlemen 4) 7 or more competitors / middlemen	1) 4 2) 3 3) 2 4) 1	
		4. Middlemen (Metal)	Do you send your recyclables to recycling company directly? If not, how many competitors / middlemen are there in your CBO?	1) Directly dealing w/ company 2) 1-3 competitors / middlemen 3) 4-6 competitors / middlemen 4) 7 or more competitors / middlemen	1) 4 2) 3 3) 2 4) 1	
		5. Other	Do you send your recyclables (please specify _____) to recycling company directly? If not, how many competitors / middlemen are there in your CBO?	1) Directly dealing w/ company (pls specify _____) 2) 1-3 competitors / middlemen 3) 4-6 competitors / middlemen	1) 4 2) 3 3) 2 4) 1	

Category	Item	Item to be assessed	Specific Question	Answer	Points	Weight (priority)
Amount of recyclable?	X kg/ x tons	1.	How much waste and recyclable had you handled in the past 6 months?	4) 7 or more competitors / middlemen Waste (total): ____kg Plastic: ____kg Metal: ____kg Glass: ____kg Organics: ____kg Other: ____kg	Ratio: 0-25%: 1 26-50%: 2 51-75%: 3	
<b>Management of Organic waste</b>						
How are they dealing with organic waste?	Volume of	1. Pig feed/ goat/ chicken	Do you know how much organic waste is used for pig feed? If so, please indicate the volume.	YES: ____kg	Ratio: feeding / total organic waste 1-25%: 1 26-50%: 2 51% - : 3 Compost / total organic waste 1-25%: 1 26-50%: 2 51% - : 3	
		2. Composting	Do you know how much organic waste is used for composting? If so, please indicate the volume.	YES: ____kg		
		3. Dumpsite	Do you know how much organic waste is going to dumpsite? If so, please indicate the volume.	YES: ____kg		
Possible location for composting available?	Site available (m <sup>2</sup> )	1. Space 1	Is there possible space for making compost? If so, what is the size of the location.	YES: ( ____ m <sup>2</sup> ) NO	YES: 2 NO: 0	
		2. Space 2	Is there possible space for making compost? If so, what is the size of the location.	YES: ( ____ m <sup>2</sup> ) NO	YES: 2 NO: 0	
		3. Space 3	Is there possible space for making compost? If so, what is the size of the location.	YES: ( ____ m <sup>2</sup> ) NO	YES: 2 NO: 0	
Accessibility of the space	of	1. Space 1	What is the accessibility of the above space from access road?	1) Easily accessible 2) Moderately accessible	1) 4 2) 3	

Category	Item	Item to be assessed	Specific Question	Answer	Points	Weight (priority)
				3) Somewhat difficult 4) Difficult to access	3) 2 4) 1	
		2. Space 2	What is the accessibility of the above space from access road?	1) Easily accessible 2) Moderately accessible 3) Somewhat difficult 4) Difficult to access	1) 4 2) 3 3) 2 4) 1	
		3. Space 3	What is the accessibility of the above space from access road?	1) Easily accessible 2) Moderately accessible 3) Somewhat difficult 4) Difficult to access	1) 4 2) 3 3) 2 4) 1	
	Ownership of the space	1. Space 1	Do you know the ownership of the above mentioned space?	1) YES: Private 2) YES: Public 3) NO: don't know	1) 2 2) 2 3) 0	
		2. Space 2	Do you know the ownership of the above mentioned space?	1) YES: Private 2) YES: Public 3) NO: don't know	1) 2 2) 2 3) 0	
		3. Space 3	Do you know the ownership of the above mentioned space?	1) YES: Private 2) YES: Public 3) NO: don't know	1) 2 2) 2 3) 0	
		4.	Do you know the ownership of the above mentioned space?	1) YES: Private 2) YES: Public 3) NO: don't know	1) 2 2) 2 3) 0	
<b>Public awareness</b>						
	Willingness to pay	1.	Do you put waste in designated bag? X ksh/wk			
		1. 0-5 ksh/wk				
		2. 6-10 ksh/wk				
		3. 11-15 ksh/wk				
		4. 16- ksh/wk				

### Interviews to the residents in CBO's activity area

In a frame work of this project between the Government of Kenya and the Government of Japan, the City Council of Nairobi (CCN) and the Japan International Cooperation Agency (JICA) Expert Team are working with Community-Based Organizations (CBOs) in order to improve urban environment in your villages.

This baseline survey aims to illustrate the current circumstances of waste management in your villages before the project starts. The current circumstances will be compared with the situation at a later stage of this project, which will provide an opportunity to make a better environment in your village. You are therefore kindly encouraged to answer the questions below which your interviewers are going to ask.

<b>1 Understanding about waste and recyclables</b>		
1.1	Is the following item waste or recyclable: 1. Metal, 2. Plastic, 3. Paper, 4. Organic waste and 5. Glass? => <i>If all of them should be answered as recyclable, circle "Yes" on the right cell. If only some of them, then "Partially yes". If all of them should be answered as waste, circle "No".</i>	Yes / Partially yes / No
1.2	Do you know designated waste collection points in your village? => <i>If yes, ask where they are. Circle "yes" on the right cell, if that answer really describes location(s) of designated waste collection point.</i>	Yes / No
1.3	Do you use a waste collection service provider?	Yes / No
1.4	Do you know what of the following materials is used to make compost (= fertilizer / manure): 1. Metal, 2. Plastic, 3. Organic waste, 4. Cloth or 5. Mixture of 1 to 4? <i>If the answer is 3, circle "Yes" on the right cell.</i>	Yes / No
<b>2 Behavior with waste and recyclables</b>		
2.1	Do you throw away wastes in your village?	Yes / No
2.2	Do you collect recyclables on the streets?	Yes / No
2.3	Do you sort recyclables from wastes at home?	Yes / No
2.4	Do you sell recyclables?	Yes / No
<b>3 Attitudes for waste management</b>		
3.1	Are you willing to pay for waste collection services?	Yes / No
3.2	If "YES" for 3.1. how much will you pay for waste collection services per week?	Kshs
3.3	Are you willing to contribute to reduction of waste on the streets in your village?	Yes / No
<b>4 General information of the questionnaire answerers of this baseline survey</b>		
4.1	Name of the answerer	
4.2	Household size	
4.3	Age	
4.4	Religion	
4.5	Tribe	
4.6	Name of the village & informal settlement	

**Date of the interview conducted:**

**Name of the interviewer:**

**ANNEX 3: CSOs Activity Areas and Routes**

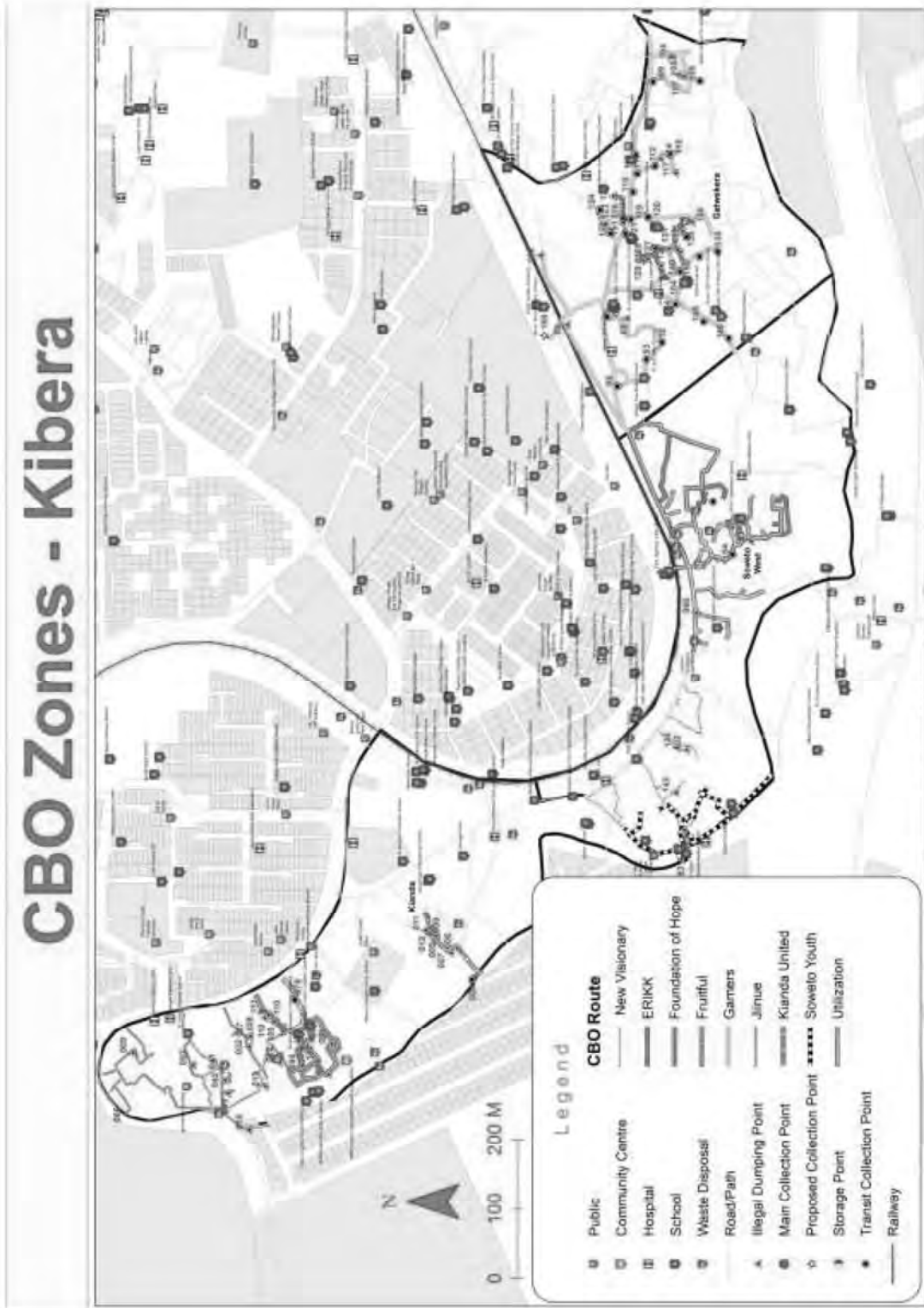
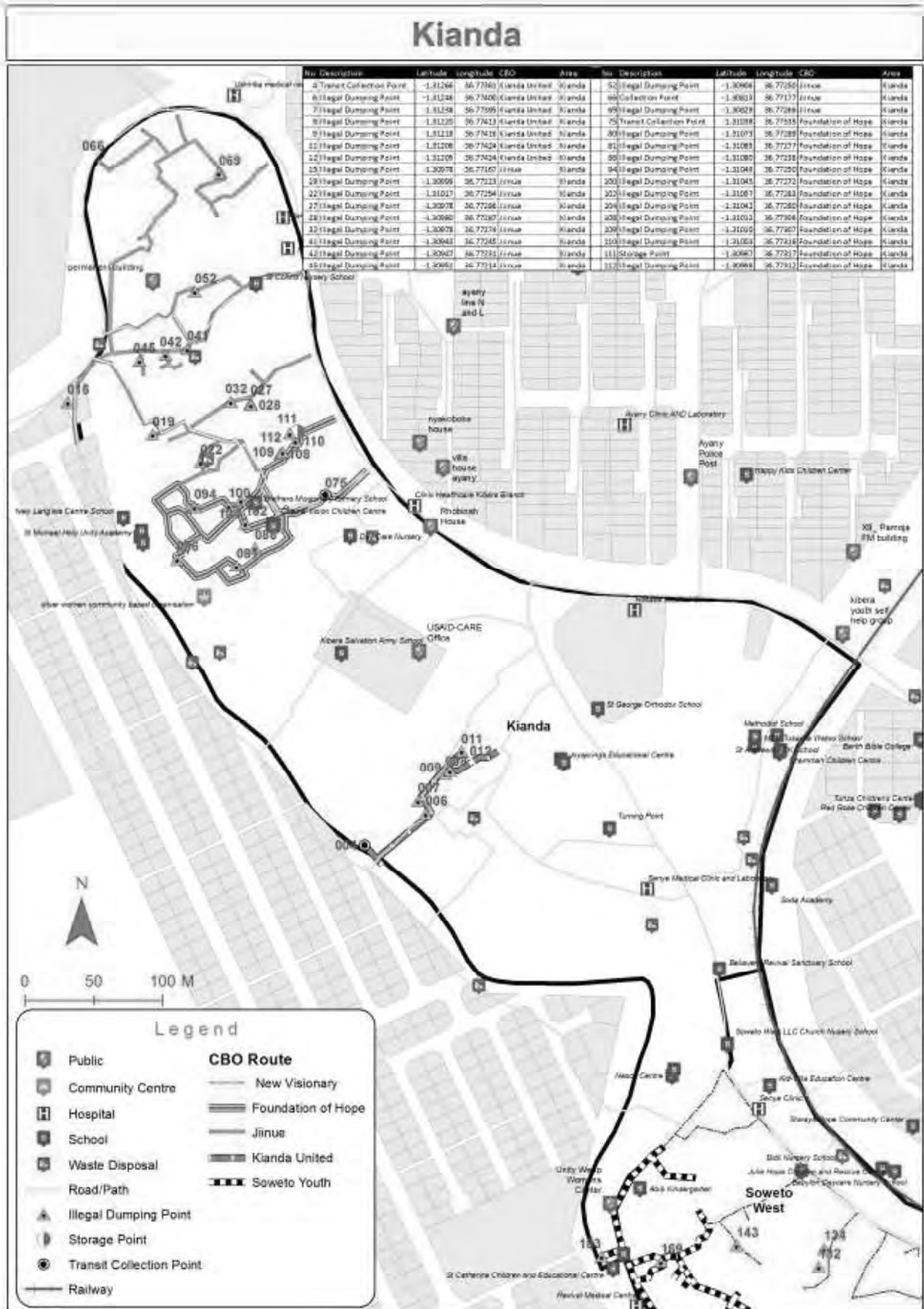
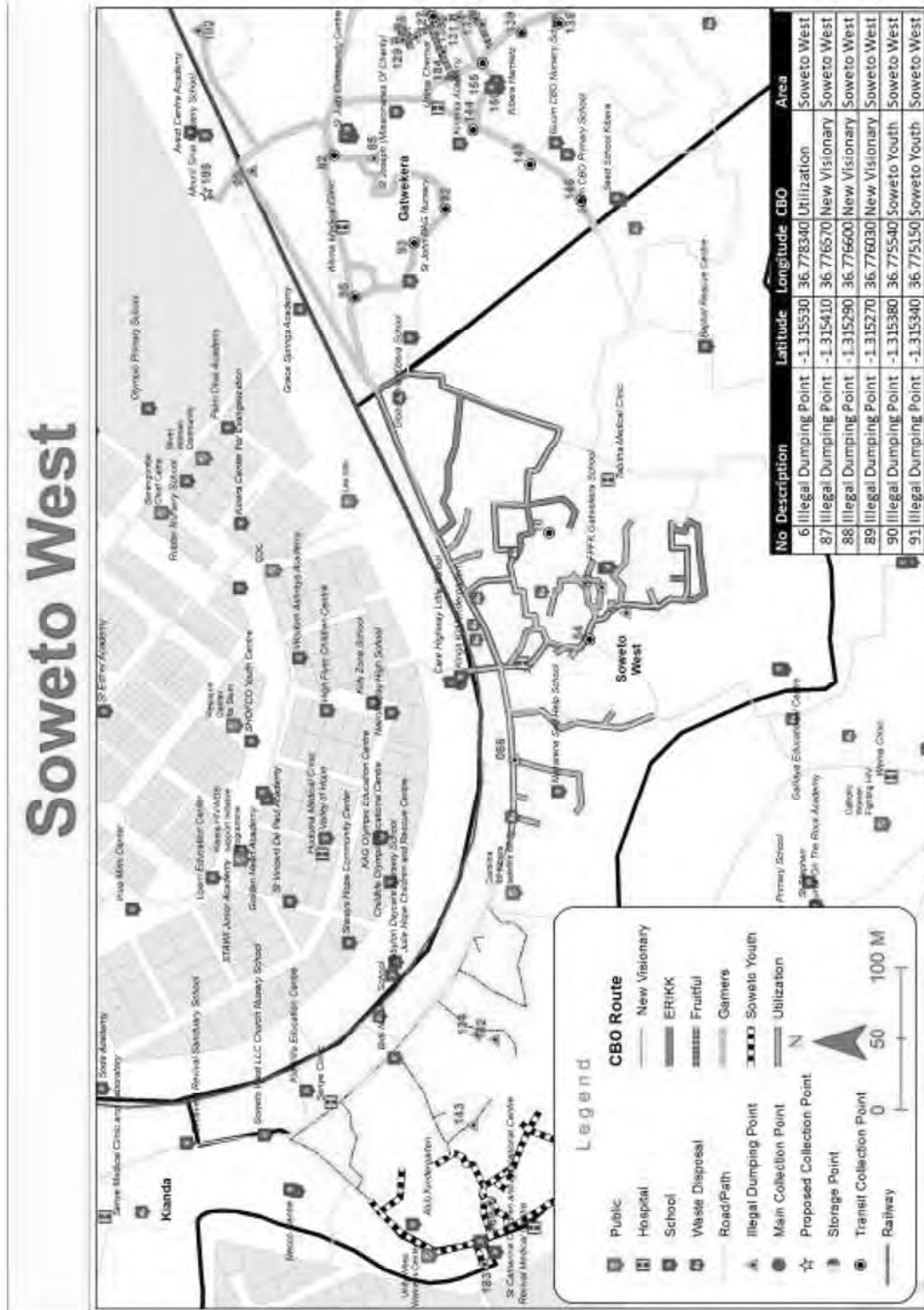


Figure17: Map of CBO activity areas and routes

ANNEX 3: CBOs Activity Areas and Routes



ANNEX 3: CSOs Activity Areas and Routes









*ANNEX 4.4 Landfilling Work Plan for Dandora Dumpsite in  
Nairobi City County*



# NAIROBI CITY COUNTY



ENVIRONMENT, ENERGY & WATER

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## Landfilling Work Plan for Dandora Dumpsite in Nairobi City County

March 2016



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## **Chapter 1 General**

### **1.1 Purpose of the plan (Necessity of improvement)**

Dandora Dumpsite is in operation under the condition of overloading from the increase in incoming waste year by year. NCC, together with the JICA Expert Team, is considering the ways to prolong Dandora Dumpsite's service life. However, since the operation has been done without a proper work plan, the site operation is getting worse and disordered.

Regarding the construction of a new landfill site as a successive facility, NCC decided to install the facility in Ruai, located north-east of CBD. However, there has no construction yet, so the importance of Dandora Dumpsite is gradually increasing.

This work plan is a plan to dispose of incoming waste in Dandora Dumpsite for the usage in future. Since dumpsites generally change shape following the disposal of waste, this plan is to control the shape of the site over time and hence also covers improvements which have never previously been accomplished to carry out the operation as planned.

### **1.2 Scope and period (until a new landfill starts operation)**

This plan covers Dandora Dumpsite and the applied duration is for several years until a new landfill site is operational.

## **Chapter 2 Outline of Dandora Dumpsite**

### **2.1 Outline of the dumpsite**

Location:	1°15'0.65"S 36°53'49.01"E
Area:	Approx. 46ha
Operation period:	1981 to present
Received amount:	Under current circumstances, the maximum amount of received waste is approx. 1,200t/ day and halved on weekends.

### **2.2 Current state of the site**

The current state of site improvement is shown below.

Dandora Dumpsite has 6 dumping areas named and designated as Small Cell and Cell1, 2, 4, 5 and Cell6. Although the current available area among these is only Cell2, all the vehicles including NCC's collection vehicles, first go through Access2, unload waste in Cell2, then pass through Exit1 between Access1 and Access2 to exit the site. Since Small Cell for handcart waste at the edge of the premises in the east is not available, a temporary dumping area is designated in front of the perimeter wall.



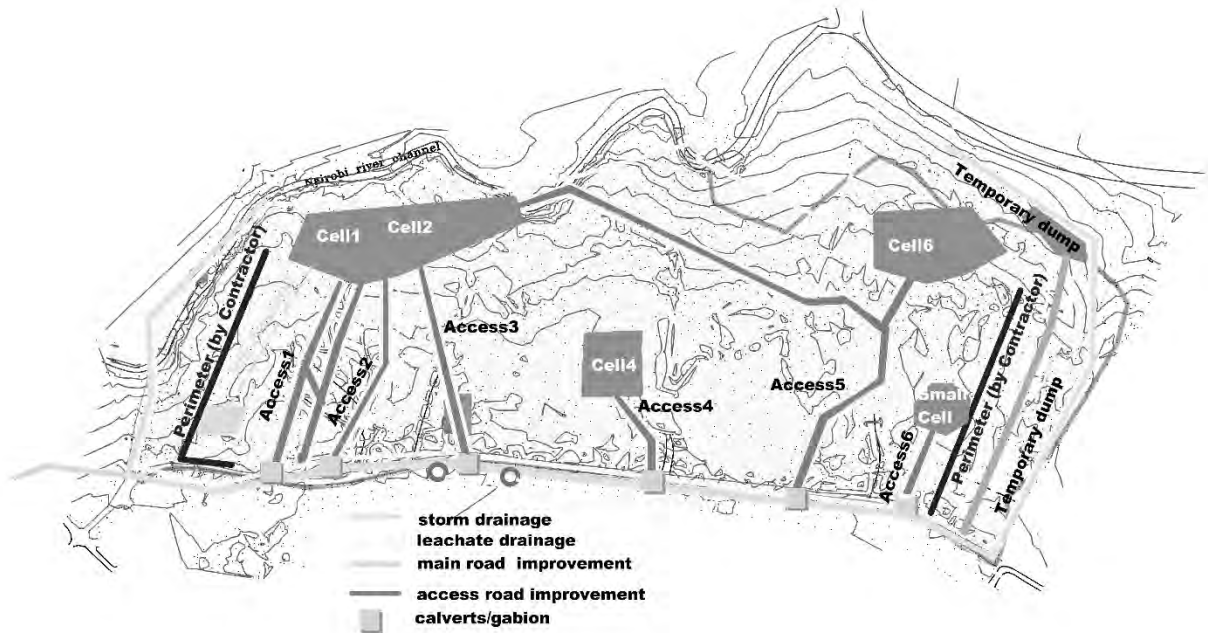


Figure 1: Current State of Dandora Dumpsite

### 2.3 Issues to be solved and countermeasures

Issues of the current situation are as follows:

- 1) Since incoming vehicles are concentrated in Cell2, works for unloading waste and re-loading recyclables are very complicated.
- 2) Ground improvement remains poor, then traffic congestion often occurs.
- 3) Excessive traffic load affects Access2 and Exit1, thus the access roads require frequent maintenance.

To solve the issues in future, countermeasures are proposed as below:

- S-1) by using cells that are currently unused, traffic load per access road would be reduced.
- S-2) securing new passages would ease traffic.
- S-3) increasing the number of passable roads would ease the traffic load on Access2 and Exit1.

## Chapter 3 Waste Reception Plan

### 3.1 Projected amount of incoming waste

According to Revised M/P, the waste amount in future is projected as below.

From now on, the amount of incoming waste is set to soar due to an increase in the collection rate and waste generation amount.

Table 1: Projection of Incoming Waste Amount

	year	1t/day= 1m <sup>3</sup> /day	t/year		year	1t/day= 1m <sup>3</sup> /day	t/year days
1	2016	1,000	366,000	13	2028	2,481	908,046
2	2017	1,067	389,455	14	2029	2,643	964,695
3	2018	1,159	423,035	15	2030	2,815	1,027,475
4	2019	1,256	458,440	16	2031	2,972	1,084,780
5	2020	1,353	495,198	17	2032	3,134	1,143,597
6	2021	1,477	539,105	18	2033	3,296	1,202,381
7	2022	1,610	587,650	19	2034	3,458	1,261,133
8	2023	1,744	636,560	20	2035	3,620	1,319,852
9	2024	1,887	690,642	21	2036	3,782	1,378,539
10	2025	2,035	742,775	22	2037	3,944	1,437,194
11	2026	2,177	794,605	23	2038	4,106	1,495,816
12	2027	2,329	850,085				

3.2 Waste treatment flow in the dumpsite

Incoming waste is treated as shown below.

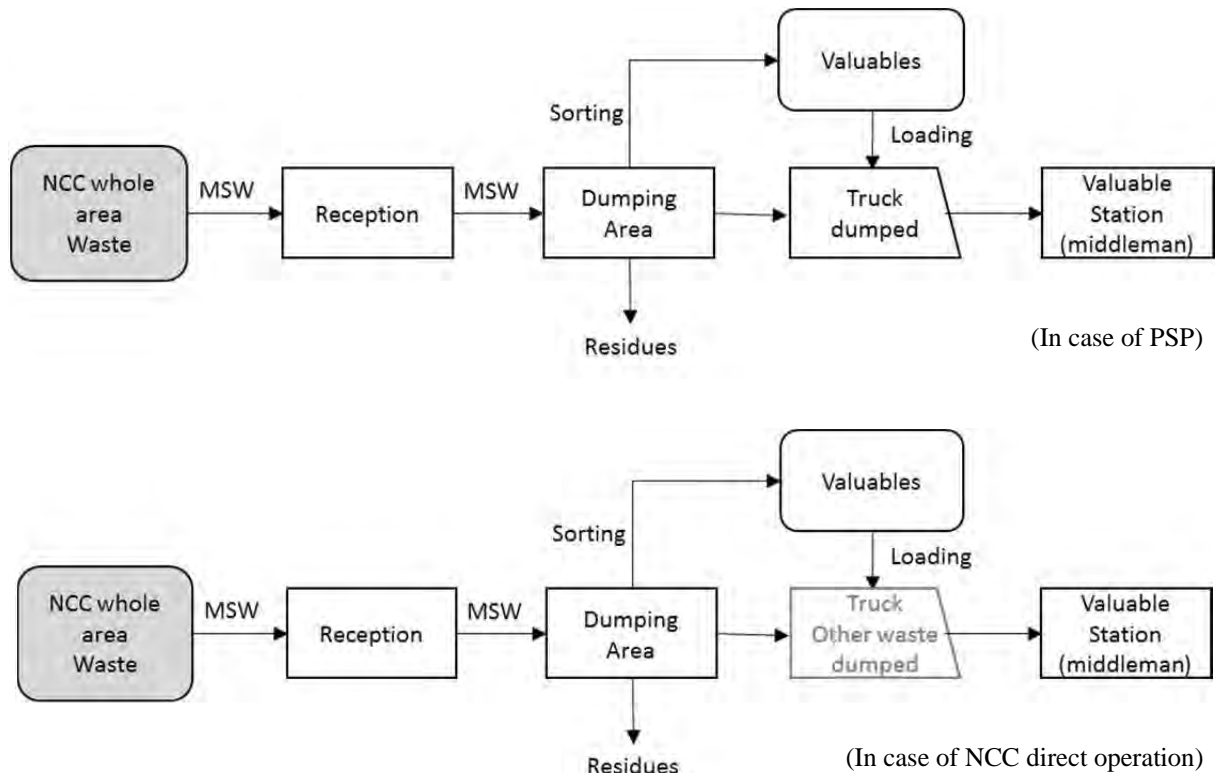


Figure 2: Waste Treatment Flow Diagram

Incoming waste from each district in NCC is weighed, goes via access roads and is then unloaded in the dumping areas. In the dumping area, there are waste pickers independent of waste transporters. They sort

valuables (recyclables). In case of PSP trucks, sorted recyclables are re-loaded onto the same trucks, then go to the recyclable station located outside the premises.

There are many collection vehicles without hydraulic unloading functions and in this case, the waste pickers off-load the waste at the loading place of the truck.

## **Chapter 4 Waste Management Plan**

To solve the issue raised in the previous chapter, the waste landfilling plan is developed as shown below.

Here, although work procedures depend on the current on-site situation, to understand and share the common understanding collectively, it is important to “proceed as normal and as planned.”

### **4.1 Improved plan for dumping area**

#### **Phase 1: Improvement of Cell2**

Vehicles enter Access2, unload the waste at Cell2, then go out through Exit1. Passage is in anti-clockwise.

The waste dumped in Cell2 is moved to the Quarry located between the cell and the Nairobi River.

After the Quarry is filled with waste, levelling and compaction should be performed to make a stable slope using heavy equipment. Since the original waste in the Quarry is not compacted, the waste should be piled up high, then formed using consolidation.

Soil cover is done in Cell2 from the edge of the cell. You can refer to the “Guideline for dumpsite operation” to know how to pile up the waste.

#### **Phase 2: Improvement of Cell1**

While the waste is concentrated to unload in Cell2, the improvement of Cell1 is enhanced.

Cell1’s area is identified, whereupon the waste there is removed with concentrated efforts.

The removed waste is then dumped into the Quarry down.

Cell1 is used as a dumping area as well as Cell2.

#### **Phase 3: Improvement of Cell5**

Adjacent to the eastern edge of Cell2, Cell5 is created. Since the ground level between Cell2 and Cell5 differs, they are treated as different Cells.

#### **Phase 4: Improvement of Cell4**

After securing Cell5, Cell4 is improved.

The access road from Cell5 to Cell4 is initially secured.

Access from Cell4 to J/O Rd should be passable aside from the progress of the improvement of Cell4.

#### **Phase5: Improvement of Cell6**

Access road to Cell6 is completed before the improvement of Cell6.

After the improvement of Cell6, its area is expanded.

#### 4.2 Waste sorting and recycling plan

Recyclable station is installed along J/O Rd for sorting and recycling.

Currently, there is an existing recyclable station adjacent to the southern part of the site premises. This existing station is moved inside. The current usage area for the station is approx. 1.5ha and the move should retain the same function in terms of quality and quantity.

The new station has a storage function whereby recyclables are separated.

In future, a sorting plant done by NCC should be installed. The space will be reconsidered when appropriate.

### **Chapter 5 Site Utilisation Plan**

#### 5.1 Improving phase

Since 2012, NCC has been trying to improve the dumpsite. With structured improvement, the landfill plan will be implemented revising the routine.

The improving phase includes several procedures as shown below.

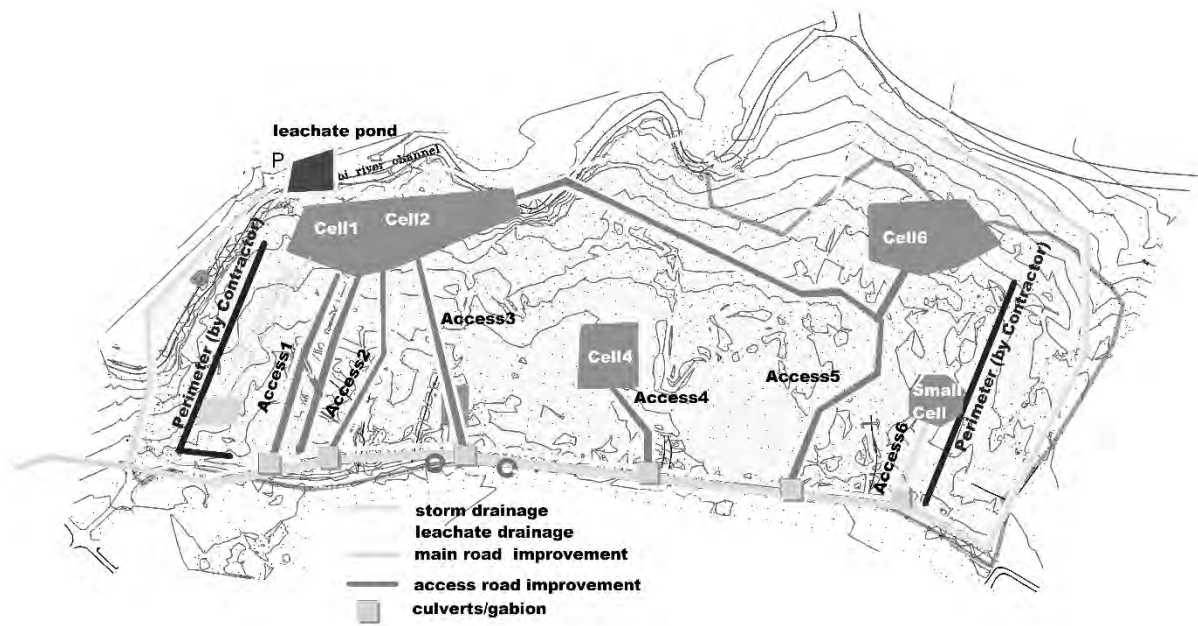


Figure 3: Layout Plan of Dandora Dumpsite in Phase 1

Phase	Description
Phase 1	<p>Dumping Areas: Cell2 (collected by vehicles) and Small Cell (collected by handcarts from the eastern side)</p> <ul style="list-style-type: none"> <li>- Trucks go to Cell2 via Access2, and then dump waste. After dumping they go through Exit1 to go back to J/O Rd. One way in an anti-clockwise passage.</li> <li>- Cell1 is under improvement.</li> <li>- Cell4 will be improved.</li> <li>- Cell6 will be improved.</li> <li>- Waste collected in Dandora districts is transferred manually by handcarts, not vehicles. Through Access6, the waste is dumped in a Small Cell. The handcarts return via the same route.</li> <li>- Heavy equipment uses an exclusive road to access the dumping areas from a parking spot.</li> </ul>

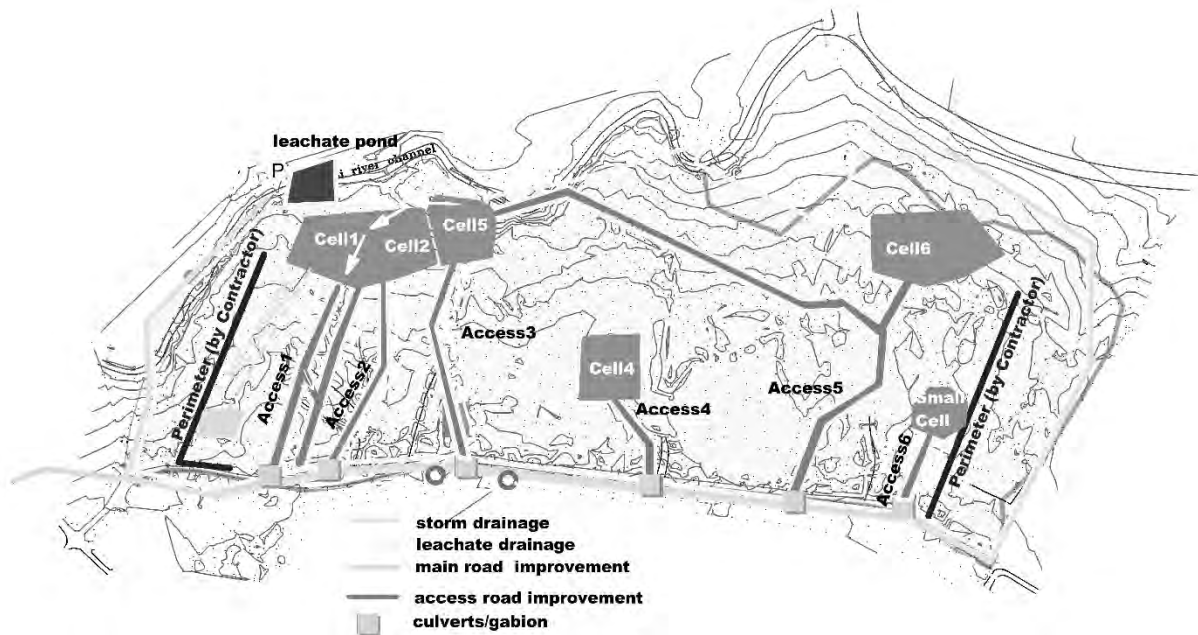


Figure 4: Layout Plan of Dandora Dumpsite in Phase 2

Phase	Description
Phase 2	<p>Dumping Areas: Cell2, Cell5(at lower level of Cell2) and Small Cell</p> <ul style="list-style-type: none"> <li>- Trucks go to Cell1 to dump waste if the dumped waste in Cell2 is excessive. They go through Access3, then via Cell5 and dump the waste. After dumping they go through Access1 to go back to J/O Rd. One way in an anti-clockwise passage.</li> <li>- Trucks go to Cell2 via Access2, and then dump waste. After dumping they go through Exit1 to go back to J/O Rd. One way in an anti-clockwise passage.</li> <li>- Cell4 will be improved.</li> <li>- Cell5 is improved as well as improving Access3 to connect Cell1. Trucks go to Cell5 to dump waste. After dumping they pass through Cell1 and Access1 to go back to J/O Rd. One way in an anti-clockwise passage. There is a connecting passage between Access1 and Exit1.</li> <li>- Cell6 will be improved.</li> <li>- Waste collected in Dandora districts is transferred manually by handcarts, not vehicles. Through Access6, the waste is dumped in a Small Cell. The handcarts return via the same route.</li> <li>- Heavy equipment uses an exclusive road to access the dumping areas from a parking spot.</li> </ul>

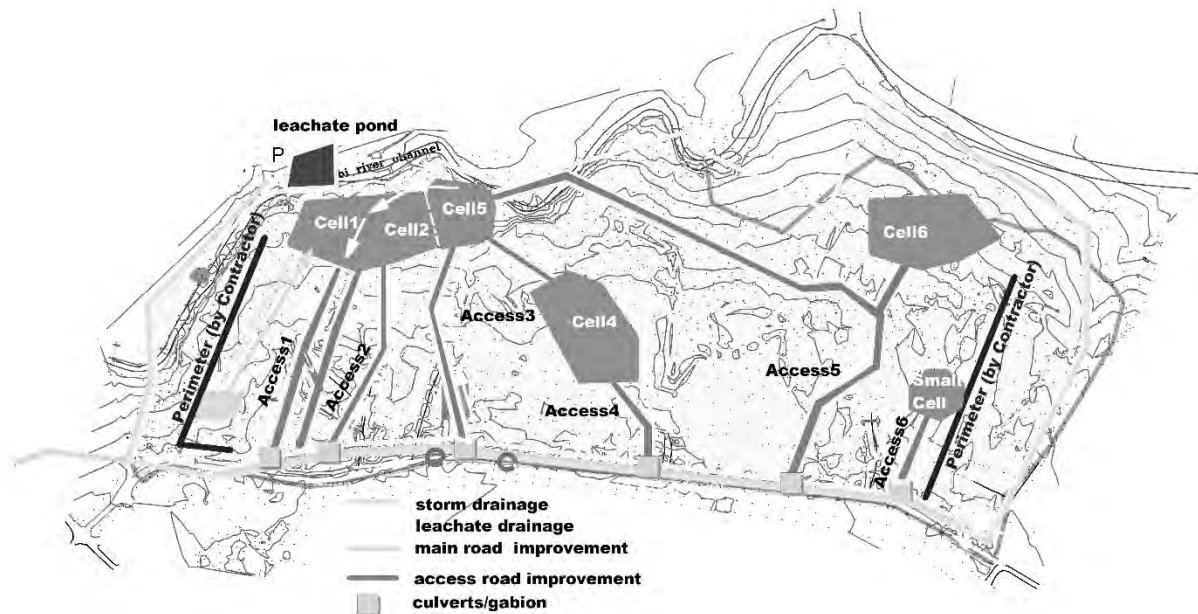


Figure 5: Layout Plan of Dandora Dumpsite in Phase 3

Phase	Description
Phase 3	<p>Dumping Areas: Cell1, Cell2, Cell4, Cell5 and Small Cell</p> <ul style="list-style-type: none"> <li>- Trucks go to Cell1 to dump waste if the dumped waste in Cell2 is excessive. They go through Access3, then via Cell5 and dump the waste. After dumping they go through Access1 to go back to J/O Rd. One way in an anti-clockwise passage.</li> <li>- Trucks go to Cell2 via Access2, and then dump waste. After dumping they go through Exit1 to go back to J/O Rd. One way in an anti-clockwise passage.</li> <li>- Cell4 is improved as well as improving Access4 to connect Cell5. Trucks go to Cell4 via Access3 and Cell5 to dump waste. After dumping they pass through Access4 to go back to J/O Rd. One way in a clockwise passage.</li> <li>- Trucks go to Cell5 via Access3 to dump waste. After dumping at Cell5, they go through Cell4 and then Access4 to go back to J/O Rd. One way in a clockwise passage.</li> <li>- Cell6 will be improved.</li> <li>- Waste collected in Dandora districts is transferred manually by handcarts rather than vehicles. Through Access6, the waste is dumped in a Small Cell. The handcarts return via the same route.</li> <li>- Heavy equipment uses an exclusive road to access the dumping areas from a parking spot.</li> </ul>

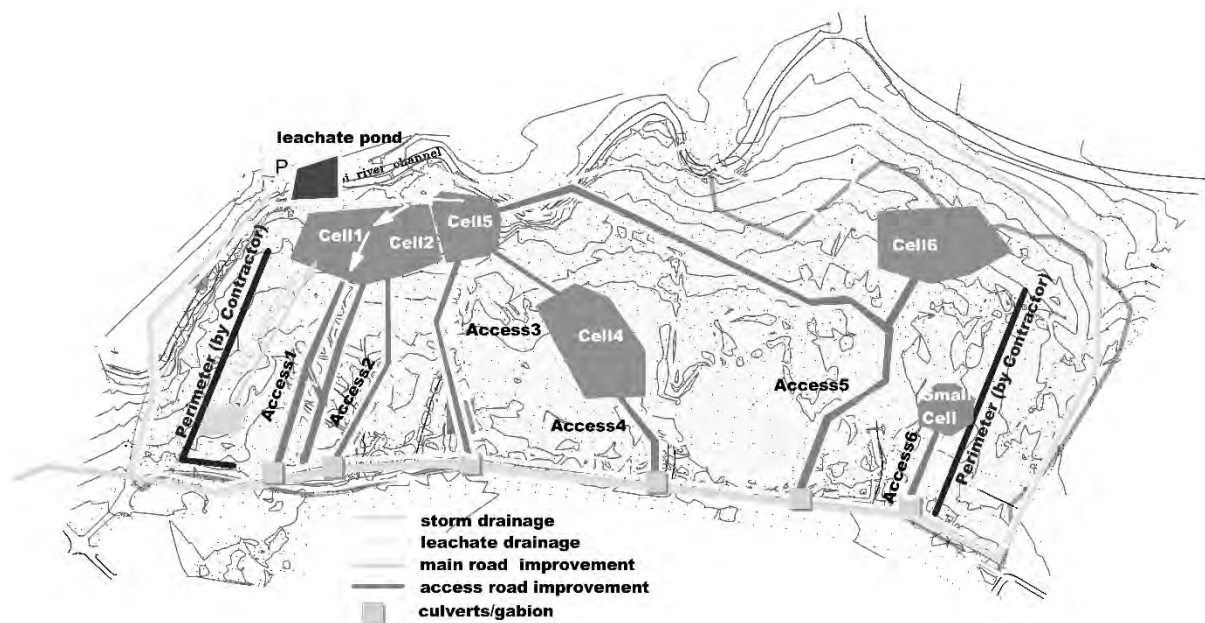


Figure 6: Layout Plan of Dandora Dumpsite in Phase 4

Phase	Description
Phase 4	<p>Dumping Areas: Cell1, Cell2, Cell4, Cell5 and Small Cell</p> <ul style="list-style-type: none"> <li>- Trucks go to Cell1 to dump waste if the dumped waste in Cell2 is excessive. They go through Access3, then via Cell5 and dump the waste. After dumping they go through Access1 to go back to J/O Rd. One way in an anti-clockwise passage.</li> <li>- Trucks go to Cell2 via Access2, and then dump waste. After dumping they go through Exit1 to go back to J/O Rd. One way in an anti-clockwise passage.</li> <li>- Trucks go to Cell4 via Access3 and Cell5 to dump waste. After dumping they pass through Access4 to go back to J/O Rd. One way in a clockwise passage.</li> <li>- Trucks go to Cell5 via Access3 to dump waste. After dumping at Cell5, they go through Cell4 and then Access4 to go back to J/O Rd. One way in a clockwise passage.</li> <li>- Cell6 is improved as well as Access5 is improved to connect to Cell5. After weighing the waste, trucks go through J/O Rd., then through Access5 to dump the waste in Cell6. After dumping, going through the northern connecting passage, they go back to J/O Rd. via Access4.</li> <li>- Waste collected in Dandora districts is transferred manually by handcarts rather than vehicles. Through Access6, the waste is dumped in a Small Cell. The handcarts return via the same route.</li> <li>- Heavy equipment uses an exclusive road to access the dumping areas from a parking spot.</li> </ul>



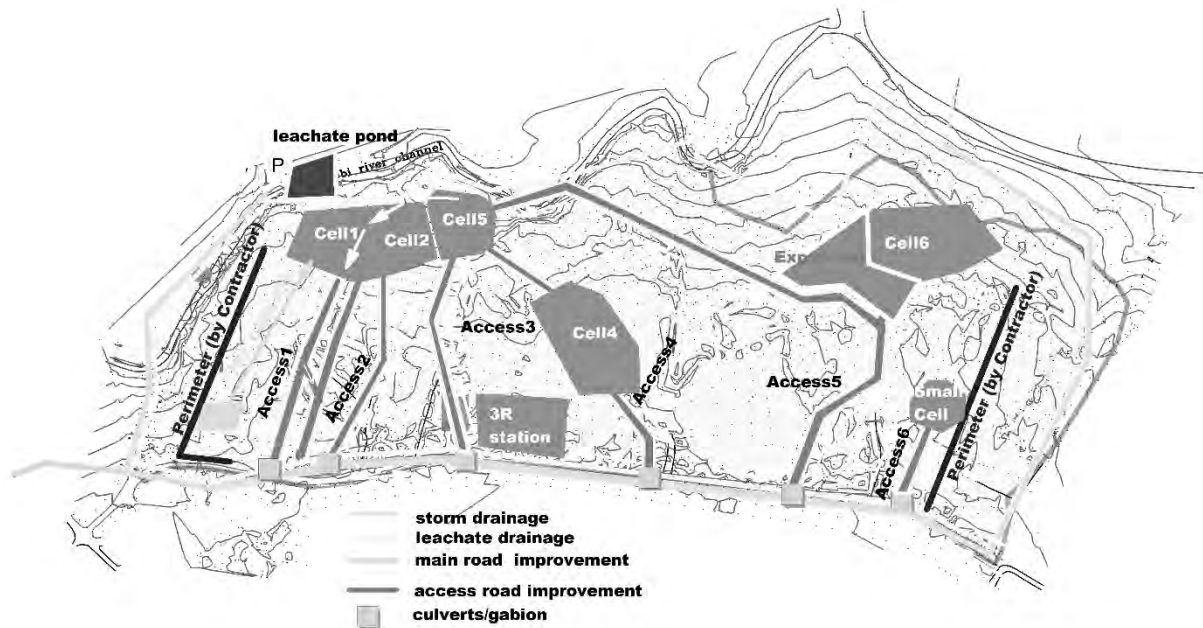


Figure 7: Layout Plan of Dandora Dumpsite in Phase 5

Phase	Description
Phase5	<p>Dumping Areas: Cell1, Cell2, Cell4, Cell5 and Small Cell</p> <p>3R (Recyclables) station is operational.</p> <ul style="list-style-type: none"> <li>- A 3R station is installed between Access3 and Access4. All the stations in plots outside the dumpsite premise are moved to this 3R station.</li> <li>- Trucks go to Cell1 to dump waste if the dumped waste in Cell2 is excessive. They go through Access3, then via Cell5 and dump the waste. After dumping they go through Access1 to go back to J/O Rd. One way in an anti-clockwise passage.</li> <li>- Trucks go to Cell2 via Access2, and then dump waste. After dumping they go through Exit1 to go back to J/O Rd. One way in an anti-clockwise passage.</li> <li>- Trucks go to Cell4 via Access3 and Cell5 to dump waste. After dumping they pass through Access4 to go back to J/O Rd. One way in a clockwise passage.</li> <li>- Trucks go to Cell5 via Access3 to dump waste. After dumping at Cell5, they go through Cell4 and then Access4 to go back to J/O Rd. One way in a clockwise passage.</li> <li>- Cell6 has its area expanded. After weighing the waste, trucks go through J/O Rd., then through Access5 to dump the waste in Cell6. After dumping, going through the northern connecting passage, they go back to J/O Rd. via Access4.</li> <li>- Valuables are sorted and collected in each cell, then go and are gathered in 3R station.</li> <li>- Waste collected in Dandora districts is transferred manually by handcarts rather than vehicles. Through Access6, the waste is dumped in a Small Cell. The handcarts return via the same route.</li> <li>- Heavy equipment uses an exclusive road to access the dumping areas from a parking spot.</li> <li>- Cell1 and Cell2 are covered by soil as intermediate soil cover to prepare for the operation phase.</li> </ul>

## 5.2 Improvement of drainage system

During the improvement phase, each access is improved. At the same time storm drainage and leachate shall be distinguished. Storm water drainage is discharged to the Nairobi River and the leachate is totally isolated from other drains to be stored and returned to the waste layer.

## 5.3 Operation phase

Once all the Cells are improved in Phase5, Dandora Dumpsite would have 6 dumping areas: Cell1, Cell2, Cell4, Cell5, Cell6, Small Cell and one 3R station, all of which are operational. This is the final figure of improvement in Dandora Dumpsite.

By cycling through all the above phases, the dumpsite with appropriate final disposal would be functional for a certain period.

## 5.4 Decommissioning phase

After a new landfill site starts operation elsewhere, Dandora Dumpsite will be properly decommissioned.

As for the contents of the decommissioning plan, it should follow the “Nairobi Solid Waste Management Project in the Republic of Kenya, The Preparatory Study (F/S) Final Report (March 2012).” However the contents may be subject to change depending on the waste to be accepted in the new landfill. At least part of the premises could be used to transfer waste to the new site. An overall view of the decommissioning plan is shown below for reference.

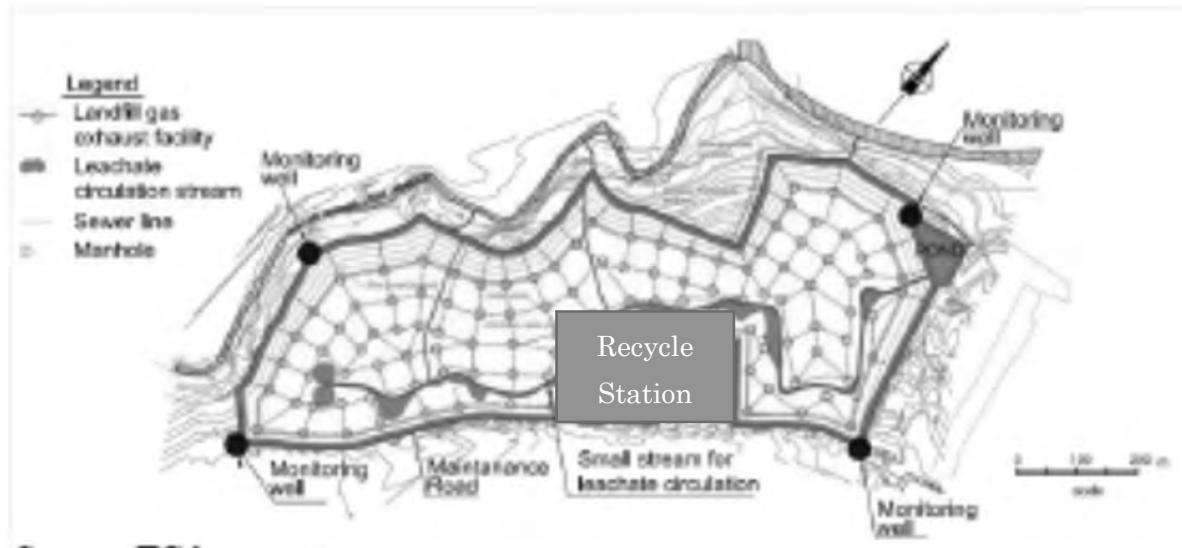


Figure 8: Decommissioning Plan of Dandora Dumpsite

## Chapter 6 Environment Control Plan (monitoring)

The improvement plan for the appropriate waste landfilling and disposal in Dandora Dumpsite has been described above. Measures and periodic analysis are required to avoid having any impact on the surroundings.

As for the frequency of the measurement/analysis, it should be in line with legislation in Nairobi. However if there is no legislation or if there is a condition for a specific matter, the measurement/analysis and its record should be done every six months or annually, whereupon the record should be maintained.

During the decommissioning phase, a monitoring plans should be formulated when the detailed design is implemented.

Table 2: Environmental Monitoring Plan

Item	Phase in improvement/ operation	Phase in decommissioning
Leachate quality	Visual inspection for discharge of leachate To stop exposure To stop mixture of rain water and leachate	Prime items for quality analysis are done
River water in the Nairobi River (upstream/ downstream): measuring points to be fixed	-	The same items as discharge index are analysed
Landfill gas	If fire breaks out, it shall be promptly extinguished	Periodical measurement from gas ventilation pipes

## Chapter 7 Financial Plan

As for the operation in Dandora Dumpsite, including improvement work, this should basically be shouldered by NCC. Conversely, for the decommissioning, there would be scope to involve the yen loan project as a component.

The landfill operation plan for Dandora Dumpsite should be amended flexibly and effectively as per the variation of project items or its process.



***ANNEX 4.5 Guideline for Dandora Dumpsite Operation in Nairobi***

***City County***



# NAIROBI CITY COUNTY



ENVIRONMENT, ENERGY & WATER

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## Guideline for Dandora Dumpsite Operation in Nairobi City County

March 2016

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## Chapter 1 General

### 1.1 Purpose

This guideline aims to improve the operation by confirming the basic points for a series of practices in Dandora Dumpsite, such as fulfillment of the dumpsite function, appropriate reception of incoming waste, control of reception, appropriate off-loading of waste, levelling of waste dumped and so on.

In parallel, it also indicates staff assignment and record of data for proper operation in Dandora Dumpsite.

### 1.2 Scope

This guideline is applied to activities related to the reception, processing, and disposal of incoming waste in Dandora Dumpsite.

### 1.3 Policy of the guideline

The operation in the current situation in the dumpsite has issues which could not be solved without mutual experience, so the guideline leads to a certain level for each person in charge in NCC.

Considering the practical side of Dandora Dumpsite operations, not every item in the guideline could be accomplished easily. Accordingly, it is suggested that items NCC can implement easily should go first.

In the meantime, items that have been accomplished should be implemented continuously during the service life of the dumpsite. It is crucial to maintain the improvement for the operation.

## Chapter 2 General in the Dumpsite Operation

### 2.1 Operation method for the dumpsite

In principle, Dandora Dumpsite is treated as a facility to dispose waste generated in NCC smoothly, whereupon there is a policy to minimise the impact of the dumpsite operation to the surroundings.

### 2.2 Staff assignment of the dumpsite

To operate the dumpsite properly, staff assignment for the dumpsite is formulated as shown below.

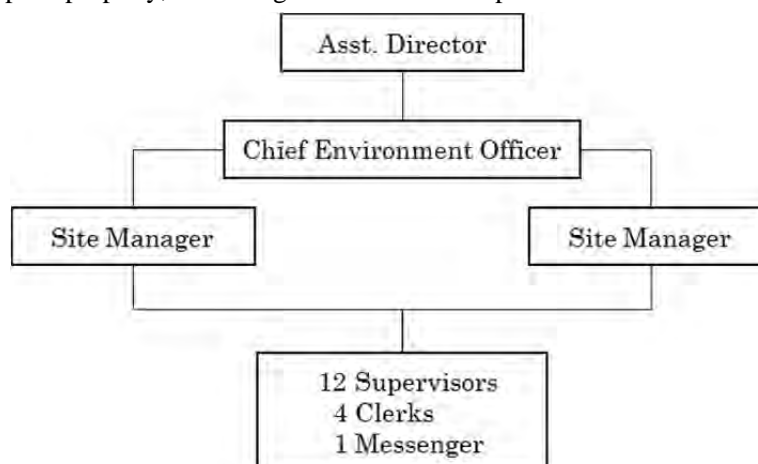


Figure 1: Staff Assignment for the Dumpsite Operation

There should be a staff assignment table in the dumpsite office for each the dumpsite supervisor to grasp all on-site activities. (Shown below)

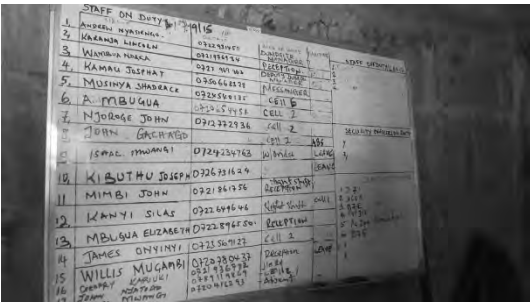


Photo 1: Staff Assignment Table

**Chapter 3 Waste Reception Control**

**3.1 Management system for the reception control**

The reception control of all incoming waste is carried out in the clerk office located on the eastern edge of the site.

Procedures for waste reception control are shown below.

Table 1: Procedures for incoming waste control

Category	Description of incoming waste control	Remarks
NCC directly operated vehicle	Approach from the west → weighing at reception → dumping of waste → exit	ID of each vehicle and its weight is registered.
NCC hired vehicle		
PSP vehicle		
Handcart in Dandora districts	Approach from the east → dumping waste in the designated area near the perimeter wall → exit	No weighing

**3.2 Basic issues for the reception control**

**(1) Reception control at the exiting weighbridge**

Before receiving the incoming waste, all the waste vehicles shall make a maximum of two queues.

For smooth moves after weighing, the first vehicle in the queue has at a minimum 11m clearance to the edge of the weighbridge.

If possible, there should be a limit line for the waiting queues of vehicles.

(2) Formulation of reception control (i.e. inappropriate incoming waste)

a. Prohibited waste to be received

The following items are prohibited to be received and disposed of at the dumpsite:

- Harmful to the surroundings: hazardous waste, infectious waste and waste with abnormal odor  
E.g. chemicals, fuels, infectious medical waste, manures and carcass
- Items difficult to properly dispose of: huge and bulky waste

Under current circumstances, incoming waste is sorted manually by waste pickers. Accordingly, it is prohibited to receive waste which may harm workers in the dumpsite.

b. In case that the prohibited waste is received

Under current circumstances, it is difficult to find interfusion of the prohibited waste before reception. Accordingly, in case of the incoming prohibited waste in the mixture, the following should be implemented:

- i) Isolate the disposed area from the surroundings,
- ii) Identify of the carrier and give instruction to them

(3) Record of operation with ledgers

Currently, the situation of incoming waste reception is recorded with a weighing system to log data in daily, monthly and annual basis.

However, among the dumping areas, it is not yet determined how much waste is disposed of in each dumping area.

To grasp the accumulated waste in each dumping area sequentially and since each dumping area has a limited capacity; the amount of waste disposed of should be recorded on a daily basis.

The amount is clarified based on the report from S/Vs.

In parallel, S/V instructs truck drivers which dumping area is to be selected in advance, whereupon the total amount of dumped waste daily / weekly should be reported. Accuracy might be low at first but should improve in time.

Also, Site Diary, which NCC has produced over one year, has records of heavy equipment assignment. The Diary should be digitalised to consolidate the basic information for assignment plan and management.

## **Chapter 4 Waste Treatment and Disposal**

### **4.1 Waste transfer in the dumpsite**

There are 6 dumping areas named Cell1, Cell2, Cell4, Cell5, Cell6 and Small Cell. Small Cell out of the 6 is the only dumping area exclusively for handcart unloading of waste and the others are dumping areas for waste collection vehicles.

To control the site operation effectively, active and inactive dumping areas are strictly distinguished,

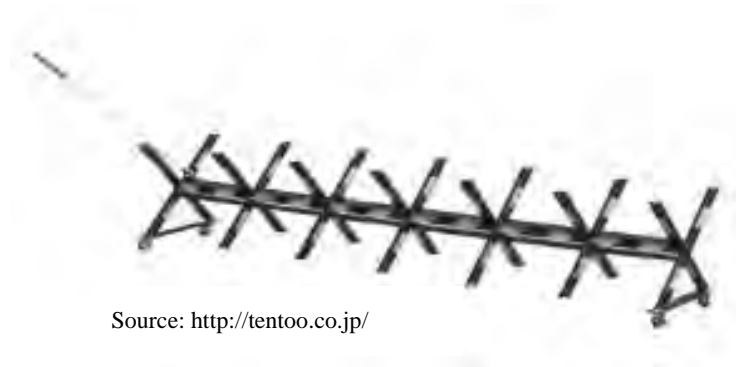
whereupon collection vehicles are conducted to the active dumping areas.

Aside from this, information maps can be shown to drivers during weighing, if necessary.

Also, passages in the site should be one way (in initial phases only) to miss the traffic caused by collection vehicles around the time of weighing waste.

#### 4.2 Passage control for non-utilised access roads

In order NOT to enter prohibited access roads, a big stone or other barricade should be set at the entrance of the access roads.



Source: <http://tentoo.co.jp/>

Figure 2: Image of a Barricade

#### 4.3 Waste dumping

The waste dumping method is shown in a table below.

Table 2: Waste Dumping Method

Category	Dumping method
(1) NCC waste collection vehicle (including NCC-hired trucks)	Dumping by hydraulics power Exit just after dumping
(2) PSP (Private Service Providers)	Basically dumping by humans Folk hoes are used for dumping waste by a couple of men.

#### 4.4 Waste sorting (manual, only for PSP)

PSP collection vehicles, which belong to private institutes, transfer recyclables to the recyclables station after sorting them from other waste.

There are, at least, 19 classifications for the waste as shown below. In the dumping areas, certain recyclables are collected in one bag and several bags are transferred to the recyclable station.

Table 3: Classification of Recyclables in Dandora Dumpsite

	Item	Description	Remarks
1	White papers	Paper	
2	Cardboard	Paper	
3	Plastics	Plastics	
4	PET bottles	Plastics	Called “quenches”
5	Milk papers	Plastics	
6	White papers	Plastics	2Ksh/kg
7	Colored papers	Plastics	
8	Drinking straws	Plastics	
9	Sandals	Plastics	
10	Glass (white)	Glass	
11	Glass (green)	Glass	
12	Glass (brown)	Glass	
13	Cans (steel)	Metal	
14	Cans (Aluminum)	Metal	
15	Cans (Tin)	Metal	
16	Bottle tops	Metal	
17	Burnt cans	Metal	To remove surface paint
18	Sacks	Textiles	Made from plastics
19	Sponge	Reusable	

#### 4.5 Proposal to improve collection efficiency

In our survey, almost all PSP trucks re-collect the valuables after dumping all the waste in the dumping area, remained in the dumping area for approx. 90 minutes with each trip of the truck.

This might be a very unique practice not seen elsewhere.

Here it is proposed that special vehicles “in common” be used for reloading the recyclables transferred to the sorting area.

The special vehicles are owned and operated by NCC.

Accordingly, all PSP trucks would save time for unloading and loading in the dump site. Finally they could collect more waste in the collection areas.



Photo 2: Reloading of the Recyclables

#### 4.6 Valuable storage in the property

In Dandora Dumpsite, many waste pickers collect recyclables. There is a representative procedure for collection as follows:

- i) 6 or 7 staff group for sorting
- ii) The sorted recyclables go to middlemen working at the site
- iii) Middlemen gather recyclables by type to be bought by factories using these recyclables

Recently, the recyclable station is located nearby the dumpsite and the utilisation of the land is really disordered. However, all recyclables could be controlled within the designated recyclables area in the dumpsite by implementing effective bunching and storage. The packaging features are explained below.

##### (1) Packing in flexible container bags

Collection and storage is done using 1cu.m flexible container bags. When recyclables go to recycling factories, only the contents of the flexible bags are offloaded, whereupon the bags themselves go back to the site for re-use.

##### (2) Packing in sacks

Sacks are used to collect recyclables personally or to store and transfer heavy recyclables such as glass and metals. It is originally a packaging of threshed 50kg rice.

##### (3) Prohibition of storage without packaging

Cartons and synthetics are generally stored on the ground. However, these recyclables on the ground often require considerable space and scatter when the wind blows. Ground storage of cartons should basically be prohibited and the storage place should be strictly designated.



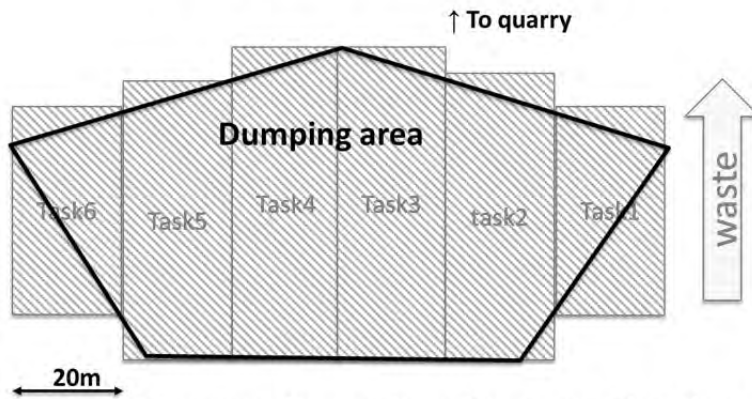
Figure 3: Storage of Cartons

#### 4.7 Leveling and compaction of waste

##### (1) Schematic dumping place setting

As shown in the figure below, the dumping area shall be identified in order from the edge to the opposite edge of the area. Implementing this, compaction area by dozers can be minimised properly.

## Waste clearance of dumping areas



- Remove the waste in the same direction.
- Do not duplicate. Each dozer has each task respectively.

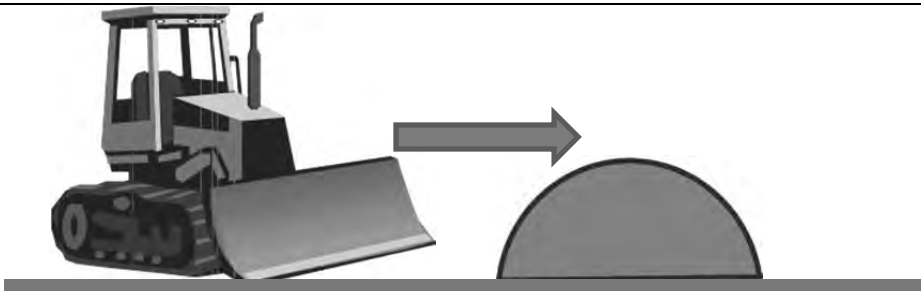
Figure 4: Direction of Levelling and Compaction

To make a dense waste layer, open dumping of waste without change in the site is not suitable but pre-treatment is necessary before dumping the waste.

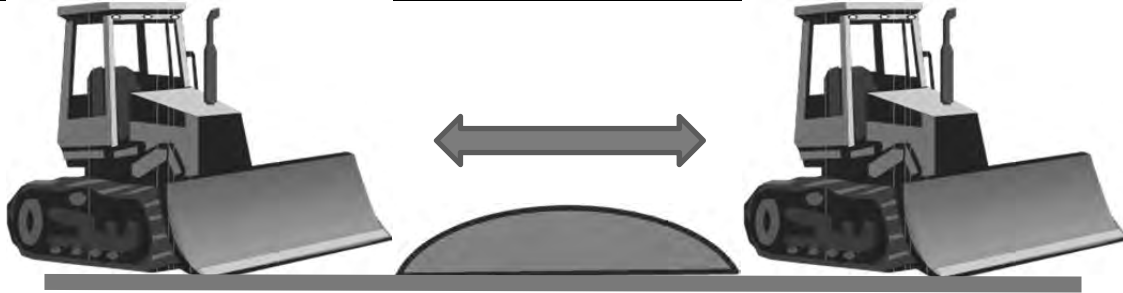
First, waste is off-loaded in front of the compaction point, whereupon the mound-shaped waste is leveled by the blade of a dozer. Once levelling has started, using the dozer's own weight, the dozer compacts the dumped waste by moving back and forth several times to crush it and break it into pieces. Thus this practice can make the waste dense and also reduce its porous part.



- Dump the waste in front of the compaction point

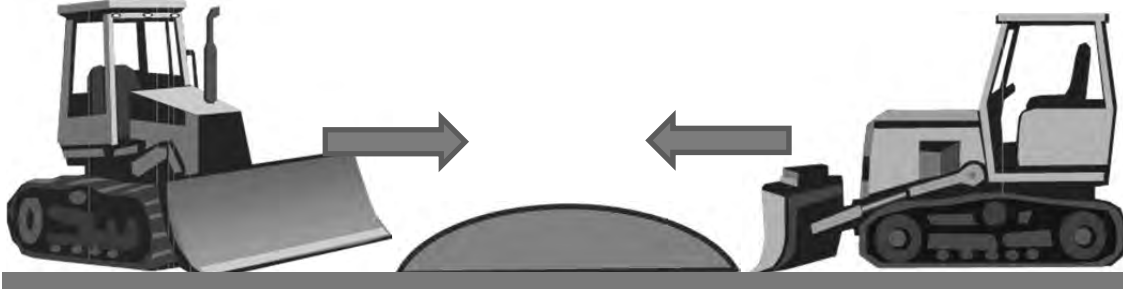


- The mound-shaped waste is leveled by the blade of a dozer

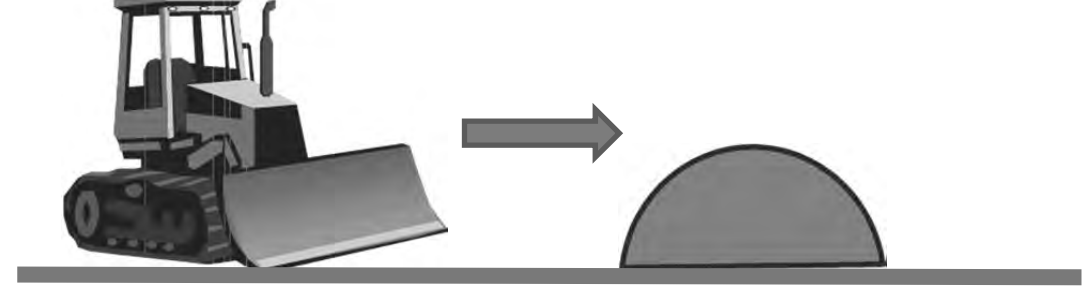


- Using the dozer's own weight, the dozer compacts the dumped waste by moving back and forth several times to crush the waste and break it into pieces. Thus this practice can make the waste dense and also reduce the porous part in the waste.

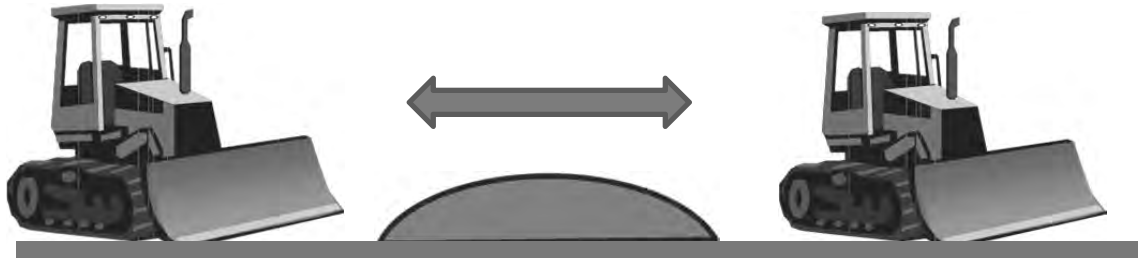
The crushed and dense waste is again gathered by the blade, whereupon the same thing is repeated several times for even more dense waste.



- The crushed and dense waste is again gathered by the blade



- The gathered waste is levelled again by a dozer.

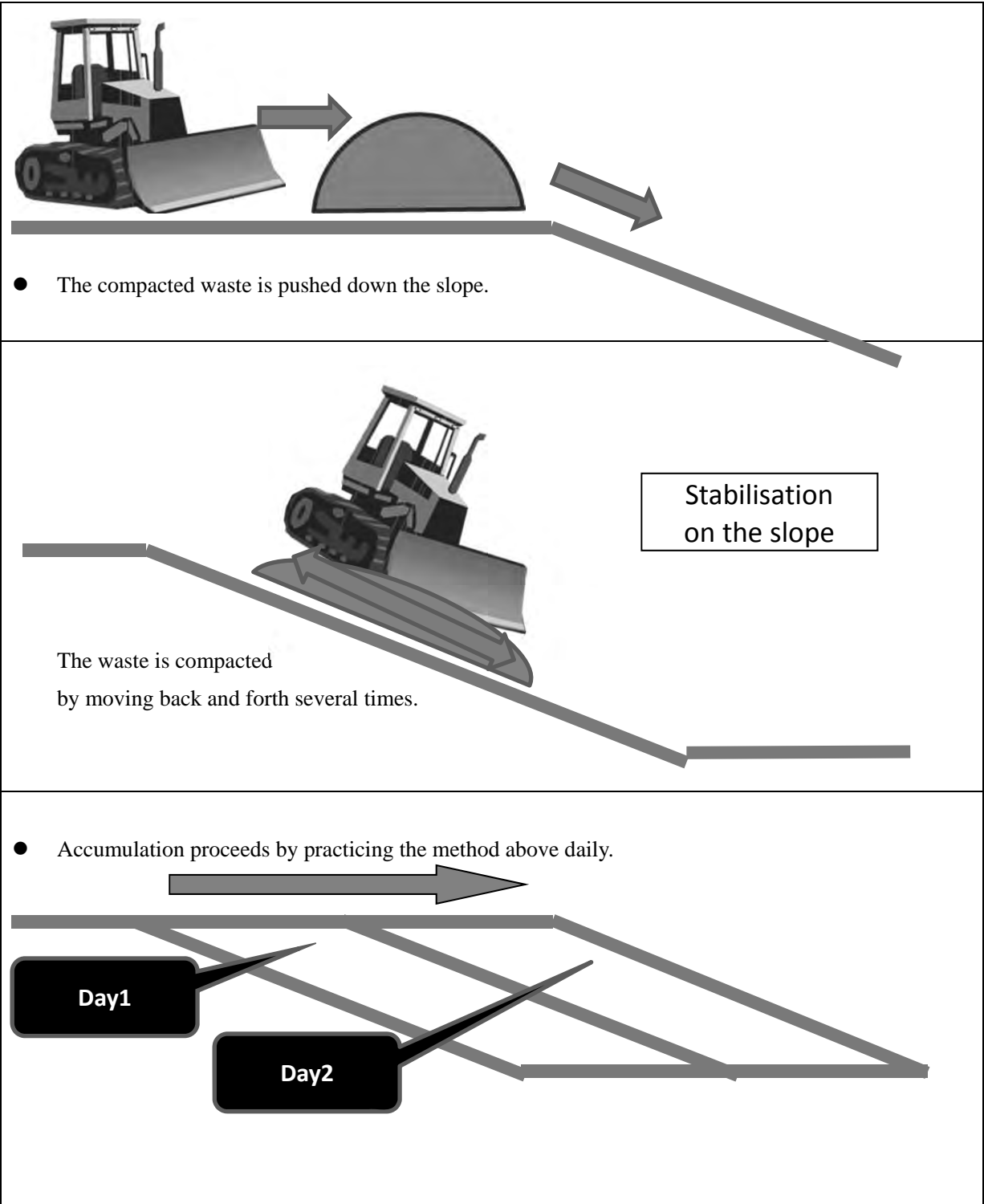


- The waste is compacted several times with the weight of the dozer.



Under current circumstances, dumping areas are almost fluffy, but once the compaction shown above is implemented continuously, the more waste layer formulated would be more robust than ever.

Secondly, without direct dropping the compacted waste by dozers' work down to the quarry, the waste is pushed down on the landfilling surface in a 1:3 gradient, utilizing the dozer's own weight and compacting the waste by moving back and forth several times.



#### Points of attention

1. Slope formation (compaction of the waste on the slope) is the key factor:
  - Compaction by dozers can drastically reduce unintentional fires
  - It can reduce bugs (flies).
  - It can reduce the waste scattering and smell.
  - It can reduce the amount of leachate.
  - It can prevent landslide of the waste accumulation in case of rain.
  - It can minimise the amount of cover soil (Assumed thickness of cover soil is the amount for covering only the whole surface, the amount of soil required for cover would be reduced because the compacted waste is flat)

The waste layer formed by running through compaction has higher density due to the effect of compaction than the layer formed by open dumping. Not only is the layer expected to have highly mechanical characterised ground, it can also be effective for preventing fire and odor, reducing the soil cover amount and so on.

2. A bad example is dumping the waste from the top of the slope without compaction.
  - Fire expands at high speed.
  - Bugs, waste scattering and odor
    - ※ The current practice using the quarry is “temporary.”
3. Slope angle
  - 1:3 -1:4
  - It need not be measured accurately.
4. Thickness of the waste layer
  - Should be designated before starting
5. Dumping point from a collection truck
  - Dump in front of the slope, whereupon it is compacted by heavy equipment several times
6. Gather waste by heavy equipment, whereupon it is compacted again. This is idealistic. However if fuel is scarce, the waste is pushed away to the slope without compaction on the slope.
7. Access road for collection vehicles
  - As the slope structure proceeds further, the distance which the vehicle runs would be longer, whereupon the vehicle would have to traverse the waste layer, which might cause punctures, distress to lower parts of the vehicle and spinning free in the rainy seasons.
  - Accordingly, soil cover is necessary. Without maintenance of access, collection vehicles would dump anywhere they want.

- Hard cores, slags, soils and so on can be secured on a robust road.
8. Supervisors instruct drivers where to dump the waste. Around the dumping area, supervisors control all the passage caused by heavy equipment and trucks. (they should at least secure control of dumping)
  9. Supervisors inspect the interfusion of inappropriate waste.
  10. As for work for waste pickers, there should be common rules, including safety measures, to prevent them from the risk of accidents with machinery.

#### 4.8 Soil cover of waste (practices in future)

##### (1) Necessity for soil cover

Soil cover is far more effective for preventing odor, waste littering, destructive insects and fire generation and expansion. It also enhances the landscape.

Table 4: Purpose of Soil Cover

Purpose	Description
Control of leachate amount	Soil cover is appropriately worked to achieve secure water penetration prevention and gas exchange in the waste layer.
Waste littering prevention	Soil cover is promptly worked without neglect to prevent waste littering outside the premises.
Odor prevention	Soil cover is promptly worked to prevent odor diffusing out of the premises.
Fire prevention	To prevent fire, soil cover is performed promptly. In case of fire, additional soil should be stored on the premises as extinguishing material.
Prevention of destructive insects	Mosquitos, flies and other destructive insects shall never be allowed on site. Thus soil cover shall be done.
Closure of completed landfilling area	The completed landfilling area should be closed with soil cover of about 50cm thick by covering the open area.

##### (2) Method of soil cover

Method of soil cover is generally carried out to use equipment for levelling and compaction. The soil should be compacted strictly and uniformly. The method of soil cover should be conducted as follows:

- i Considering the gap between the volume in compacted state and that in the loose state, the amount of soil to cover should be secured. Cover work of quality as assumed must be performed.
- ii Liner structure on the slope, leachate collection pipes and gas ventilation pipes are protected by using a backhoe which can work for the site at a certain distance.

- iii Soil cover in the flat part should have a slope of a 2-3% gradient to discharge the storm water. Once storm water stands still, passing vehicles and levelling work, compaction work and all the activities would be affected. Moreover, penetrated rain water in the waste layer would result in an increase in leachate, which could burden the leachate treatment devices.

(3) Management of cover material

Covering material should be procured within the site premises if possible. However most of the accumulation resembling red soil consists of burnable waste. Accordingly, it is suggested to procure red soil as covering material from construction sites or some other sites outside.

Soil cover is done daily/ weekly to a thickness of 20cm. The covered area is assumed first and it is then necessary to store the soil for several weeks since it would be difficult to procure the soil within the premises of the site.

Table 5: Material Managing Sheet (example)

Cover Material Managing Sheet							as of XX/XX/2016
	Stockpile	Cell1	Cell2	Cell3	Cell4	Cell5	Cell6
Storage1	XXXX	20	0	0	0	0	0
Storage2	XXXX	10	50	0	0	0	0
Storage3	XXXX	0	0	10	10	10	0
Storage4	XXXX	0	0	0	0	5	5

Note: The table should be updated daily

**Chapter 5 Trouble Shooting**

5.1 Dumped waste in areas other than dumping area

Waste unloaded on the road may obstruct the passage of trucks and heavy equipment. Moreover it can induce potential illegal dumping.

Accordingly, the waste unloaded at the non-dumping areas should be transferred to the proper dumping area as a priority, whereupon NCC should detect the truck and the driver that dumped to instruct them.



Photo 3: Waste Dumping on the Roadside in the Dumpsite

5.2 Re-reception of off-site disposed waste

Under current circumstances, some waste is dumped around Dandora Dumpsite and does not hinder

ordinary waste disposal operations. However, it could trigger unnecessary waste accumulation and inappropriate land utilisation, thus the disposal plan should be formulated first and then re-reception and disposal of the waste should be implemented based on the disposal plan.

### Chapter 6 Landfilling Work Process Control

#### 6.1 Projection of incoming waste

Based on the existing data, annual incoming waste can be projected. The projected data is then distributed in the month considering the existing monthly fluctuation. Aside from those projections, the capacity of each dumping area is projected. As well as this, waste collection vehicles entering the site are confirmed based on the number and type of vehicle. A duty cycle comprising dumping, recyclables reloading and exit should be assumed, whereupon the available waste amount for each dumping area is projected. (i.e. PSP truck requires 1.5hours per duty cycle)

#### 6.2 Landfilling work process draw-up

Based on the capacity of all six dumping areas respectively, a landfilling work process is planned. Active dumping areas at the same time should be minimised. Even 2<sup>nd</sup> landfilled layer should be considered in the same timeline as the 1<sup>st</sup> layer version. The 2<sup>nd</sup> landfilled layer should be kept in a gradient up to 1: 2.5. Thus the 3<sup>rd</sup> and 4<sup>th</sup> layer would be stabilised.

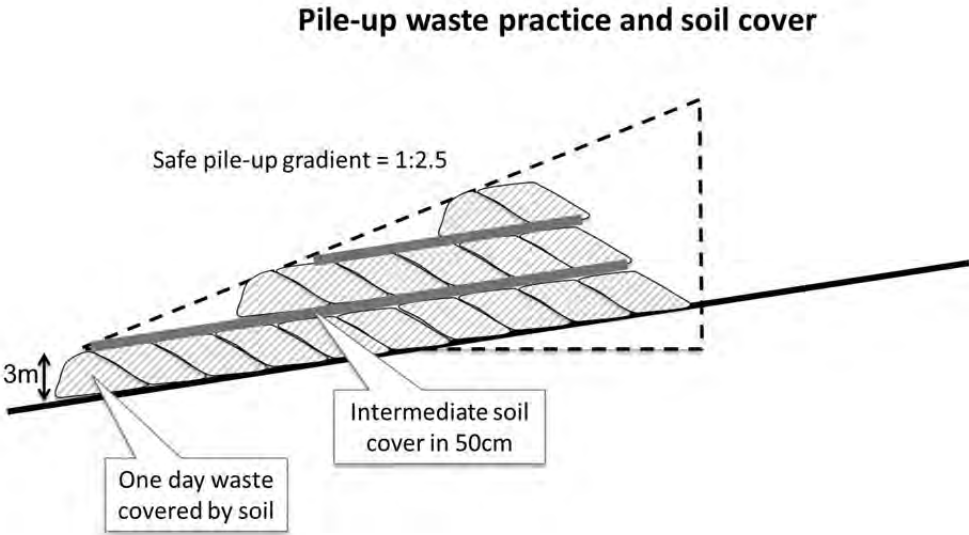


Figure 5: How to Pile-Up Waste

#### 6.3 Work implementation and process control

With planned timeline and consideration of landfilling area moving, dumped waste and landfilling waste are projected to make a practical timeline of work. Then all the work is controlled by the progress based on

the timeline.

Here, NCC should grasp and consider the capacity and workability of each heavy equipment.





The timeline shall be reviewed every 3 or 4 months.

## Chapter 7 Health, Safety and Environment Control

### 7.1 Countermeasures for fire and precaution of fire

In dry seasons, the waste accumulation is exposed to high temperature, which could promote the retention of generated methane gas, which can easily catch fire. This fire could also generate harmful gas. This is the one of the big issues in terms of the direct impact on site workers and the surroundings, thus fire prevention and control should be well considered.

Fires occur due to the accumulation of heat and appropriate oxygen concentration, whereupon the fire may break out and expand. Accordingly, the most effective method to prevent and extinguish fire is to reduce oxygen concentration in the accumulation. There are some methods to extinguish fires as shown below.

	
<p>1. Fire occurs</p>	<p>2. Although fire is occurring, heavy equipment is compacting burning ground with its own gravity to remove oxygen from the layer.</p>
	
<p>3. Once extinction is confirmed, watering is done.</p>	<p>4. After the three steps, soil cover is implemented to prevent further fires.</p>

## 7.2 Scattering prevention of waste

It is necessary to implement soil cover periodically (daily, weekly) to control the littering of waste by winds after landfilling.

## 7.3 Safety management for workers

Most site workers currently work without protection. It is suggested to wear protective items shown below.



Source: [www.easyguides.com.au](http://www.easyguides.com.au)

Figure 6: Protective Equipment

Personal Protective Equipment (PPE) is clothing or equipment designed to control risks to health and safety in the workplace. Examples of PPE are shown below:

Table 6: Purpose of Personal Protective Equipment

Items	Purpose
Hard hats, helmets & sun hats	Head protection
Respirators, masks & cartridge filters	Breathing protection
Safety boots	Foot protection
High-visibility garments,	Work at night
Cloths with long sleeves, aprons and pants	Overall body protection
Goggles & safety glasses	Eye protection





*ANNEX 4.6 Guideline for Dandora Dumpsite Maintenance in  
Nairobi City County*



# NAIROBI CITY COUNTY



ENVIRONMENT, ENERGY & WATER

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## Guideline for Dandora Dumpsite Maintenance in Nairobi City County

March 2016

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## Chapter 1 General

### 1.1 Purpose

This guideline is established to prioritise smooth disposal of all the incoming waste “UNDER ANY WEATHER.” The features of the basic structures, such as the main road, access roads, storm water drainage system and the dumping areas, are defined and how to maintain their facility is also formulated. Moreover, the proper maintenance and management of the disposal site is discussed.

[REASON why it is economic if proper maintenance is done.]

Doing ad hoc maintenance leads to repeated work of the same kind and in the same place.

For example, not making drains makes the lower layer of the road wet during rainy weather. Even though the road surface is strictly compacted, road’s strength remains weak.

Skipping compaction works on the dumping area will render small waste vehicle unable to pass through and heavy equipment will be needed to help the vehicle.

### 1.2 Scope of application

The guideline is applied to buildings, roads, drainage facilities and landfill structure in the property of Dandora Dumpsite. Except the equipment installed, the maintenance and management of equipment are in the scope of “Guidelines for Dandora Dumpsite heavy equipment maintenance in Nairobi City County.”

### 1.3 Policy of the guideline

To maintain the dumpsite, many matters cannot be done without experience of field works. The guideline aims to keep the maintenance quality at a certain level.

As of March 2016, not all the tasks for the planned improvement shown in “Dandora Dumpsite landfilling work plan in Nairobi City County” had been completed. Therefore the guideline covers not only the maintenance but also the tasks related to the necessary improvement.

If there are contents which cannot be done under present circumstances, promptly modifying the guideline is recommended.

For maintenance purposes, smooth operation of the dumpsite without delay, especially causing inconvenience for the waste collection vehicles, is a top priority and should be improved.

Dandora Dumpsite maintenance includes planned and preventative maintenance, which targets economic management.

In addition, it is crucial to maintain the facility continuously. It should be kept in mind that neglect for a few days away might affect the final disposal function.

To operate the dumpsite, the person in charge of maintenance shall maintain by checking the following items with other supervision team members:

- Common understanding of the problem

- Understanding of the importance of drainage
- Learning the practical recovery
- Internal discussion of working method
- Prioritisation of each work

## **Chapter 2 General Information on the Dumpsite Maintenance**

### 2.1 Maintenance method of the dumpsite

Purpose of the dumpsite maintenance is the following items.

- a. To avoid any impact on the surrounding environment
- b. To prevent accidents due to the malfunction and breakage of the dumpsite
- c. To provide uninterrupted delivery of waste, landfill operations and leachate treatment
- d. Proper and economical operation of the equipment and devices
- e. To prevent damage due to landfilling work
- f. Health care for clerks and workers

Maintenance and management of the dumpsite are usually classified in the following items:

- Damage prevention: prevent damage to facilities caused by landfilled materials in landfilling.
- Cleaning: cleaning storm water drainage system and dredging.
- Inspection: checking the progress of property damage or defects. It shall be planned to arrange time, frequency, or the items to be implemented. There are various ways like physical examination or other scientific analysis using photography, visual inspection and measuring equipment.
- Repair: repairs to restore damaged facilities or updates.

### 2.2 Maintenance management system of the dumpsite

#### (1) Security of the equipment

For maintenance, equipment for the maintenance works shall be secured. The following heavy equipment is usually required at all times:

- Excavator
- Dozer
- Dump truck (Tippers)

Since Dandora Dumpsite is operational 24/7, it is important to secure dump trucks to remove obstacles quickly and they must have a self-tipping function.

#### (2) Management of drawings

To share information with staff members or stakeholders, dumpsite-related drawings should be kept at the dumpsite.

## Chapter 3 Maintenance of the Landfill Structure and Facilities

### 3.1 Target items for the maintenance

The target items are as follows:

- John Osogo Road: The main road for the entry and exit to the dumpsite.
- Access roads: Access roads from the main road to the dumping areas.
- Storm drainage: Facility to take out runoff from roadways and the dumping area.
- Leachate drainage: Facility to remove leachate generated in the waste heap.
- Dumping areas: Places to dump the waste.
- Waste heaps: Mountains of waste piling up.
- Sign boards: Signage for the guidance and instructions on site.
- Weighbridge house: Office building for measuring waste and logging waste data.
- Guardhouses: They are located to the East and West of the dumpsite property with security.

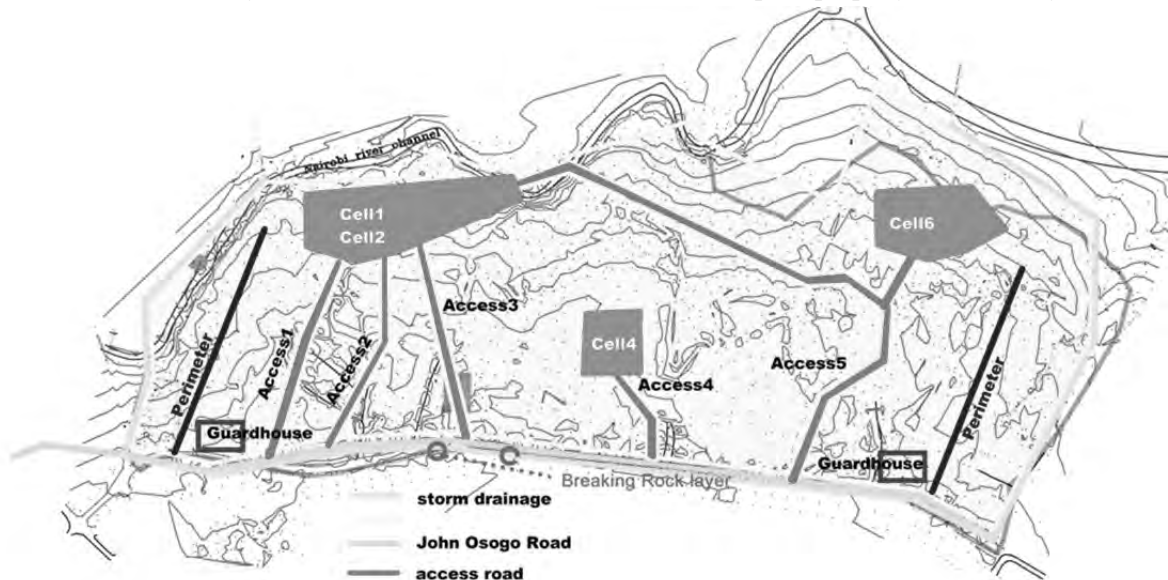


Figure 1: Current Dandora Dumpsite

### 3.2 Repair criteria

#### (1) Need for and purpose of repair

Each facility has a specific function for operation, and they are interconnected with each other. Once some facilities are not functional, the entire dumpsite may malfunction. You should promptly repair and restore work on the damaged facility.

#### (2) Repair Criteria

To date, repair works are performed after parts broke and when there is a spare time to repair. This practice has been repeated again and again. However, since incoming waste is received on a daily basis, the repair should be done before they break.

The point is to promptly find "the parts which will break imminently," and repair them immediately.

### (3) Record of maintenance

Now the dumpsite staff members can rearrange the maintenance record, whereupon they shall record the maintenance with the implementation date, to be finally compiled in a facility ledger. Staff members can update the repair status in the ledger.

## **Chapter 4 Check-Up**

Inspection types are described below.

### 4.1 Daily inspection

To landfill with no adverse effect on the surrounding environment, this type of inspection mainly aims to detect damage in early stage and prevent damage to the structures. If damage is found, NCC shall consider the causes and the need for repair.

### 4.2 Emergency inspection

This is an inspection to check whether a facility is damaged in an emergency such as heavy rain.

After rain, ordinary work in the dumpsite is relatively difficult. Therefore, in the early morning before the peak hours, specifically at around 8:00, following difficulties shall be eliminated.

- Waste on the access road.
- Piled-up waste on the side of the road.
- Collapsed drainages.

## **Chapter 5 Maintenance of Storm Water Drainage Facilities**

### 5.1 Purpose of the management

Once the function of the storm water drainage is damaged, the volume of surface water flowing in the lower layer of the access road or waste heap will increase, which will weaken these facilities. In some cases, this may also lead to the slope sliding and collapsing.

### 5.2 Rain water drainage facilities maintenance procedures

It is necessary to manage as describe below.

- Periodical maintenance and rehabilitation to maintain the facility function and prevent damage.
- Striving to detect abnormalities early to prevent any impact on other facilities and obstacles on landfilling due to damage to the facility.
- Repair after developing a plan for repair when the facility is damaged.

In case that there is drainage along the access road, to prevent obstruction by corruption of the road edge, the road shall be wide and drivers on site should be instructed and educated to drive carefully.



The amount of earth and some other materials inflow varies according to locations and seasons, thus it is recommended that the drain be cleaned in a planned way, which covers frequency control by dividing drainage parts. When developing the cleaning plan, it should include necessary items as follows:

(1) Cleaning plan

- Safety of personnel
- How to work
- Use clean utensils
- Sediment discharge and disposal method
- Working time and process

(2) The frequency of cleaning

Cleaning is recommended more frequently than the intervals shown below. In particular, open ditches should be addressed, such as cleaning in advance, the rainfall in the rainy season.

- Open ditch: Twice a year or more
- Culverts: Once a year or more

### 5.3 Storm water drainage repairs

In case of repair, it is necessary to consider the repair method and form the repair plan, considering the reasons for the damage and the extent thereof. It should be considered when NCC requires a repair plan as described before.

- Impact on the surrounding environment
- Impact on other structures
- Impact on landfilling work
- Necessary expenses

### 5.4 Work order of access roads and drainage

Work is done from the downstream side.

After the excavating reaches the water and water is induced downstream, drainage can be cleaned.

With the highest caution, the repair shall be performed after draining all the water off.

[Example of work]

- If there is no drainage, rainwater can certainly damage the foundation of access roads.
- No exits, no drainage.
- Not only surface water but water in the layer still stay.



- If drainage installed, the water goes by gravity.

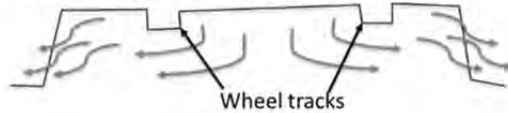


Figure 2: Necessity of Drain

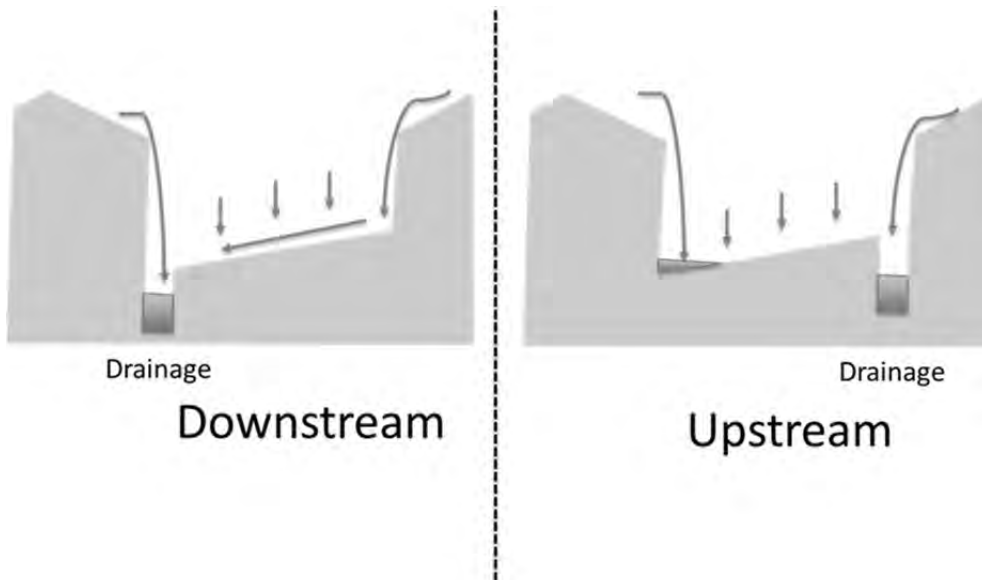


Figure 3: Examples of One-Side Gradient Drainage



Figure 4: Drain 1 Drain on Both Edges (combination of rainwater and leachate)



Figure 5: Drain 2 Drain on Both Edges (combination of rainwater and leachate)



Figure 6: Road Improvement after Drainage

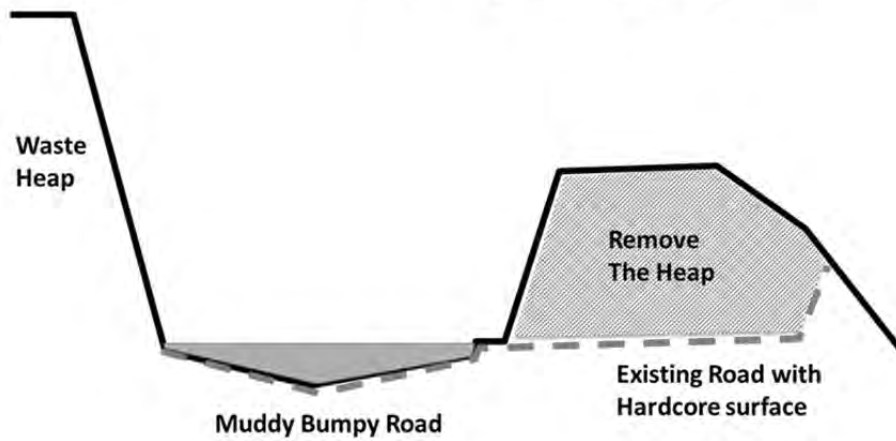


Figure 7: Diagram Drain Installation



Figure 8: Installation of Gabion (substitute of culvert)

### Recovery of exist passage



### Drainage installation

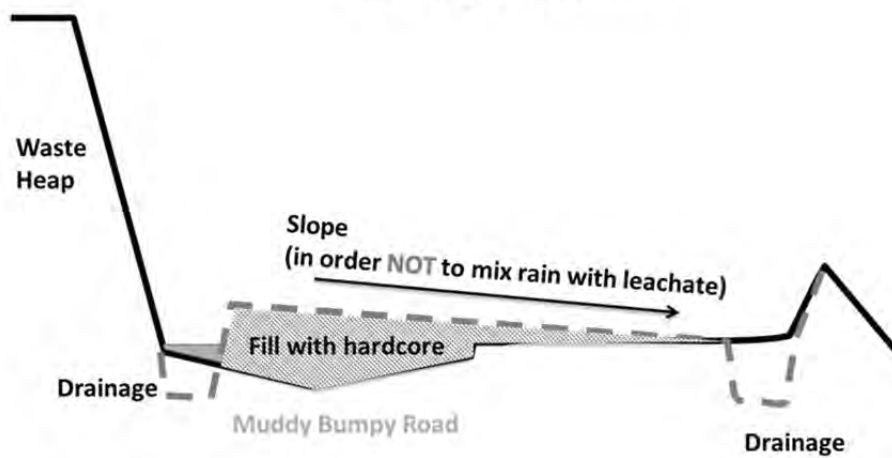


Figure 9: Installation of Drainage

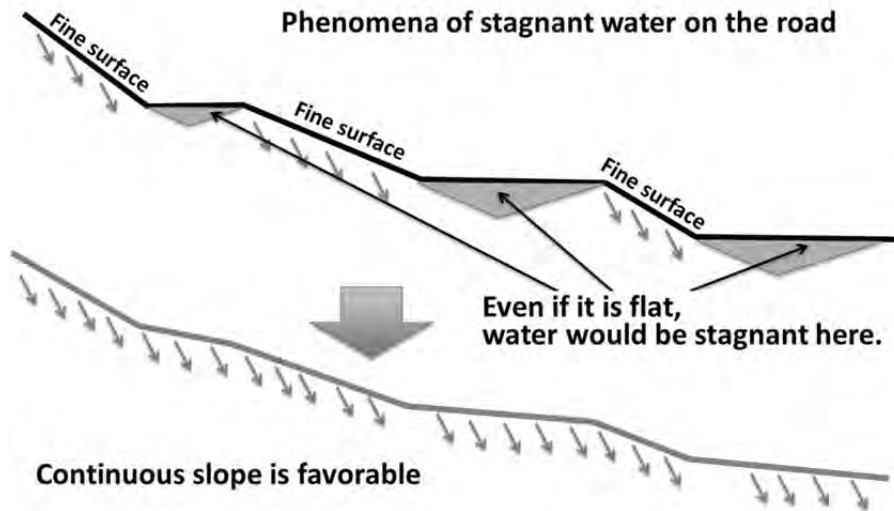


Figure 10: Phenomena of Stagnant Water on the Road

To protect the base course from the water, it is recommended to make temporarily ponds in case it takes considerable time to improve the drainage facility. (See figure below).

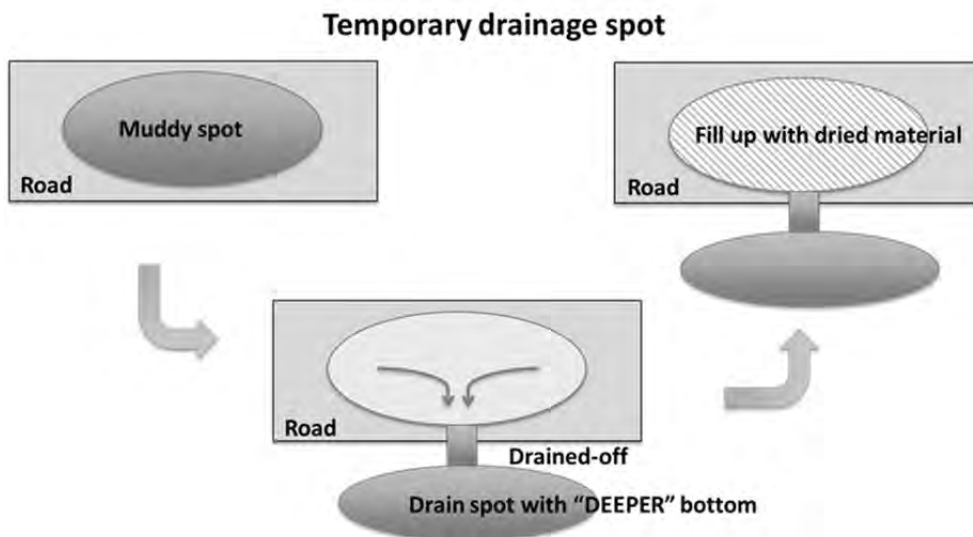


Figure 11: Temporary Drain-Off

### 5.5 Drainage facilities of dumping areas

As shown below, even in dumping areas, drainage is important and prevents stagnation of rainwater there by installing drainage and effective compaction by heavy machinery.

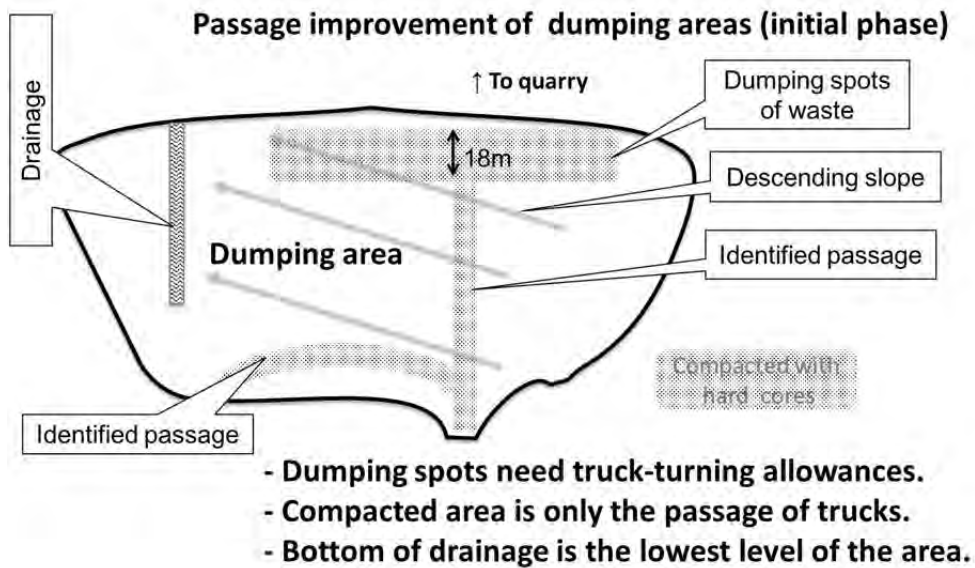


Figure 12: Passage Improvement in Dumping Area

## 5.6 Rock removal

Jackhammers are used to crumble the rock and eliminate the broken rock.

Indeed, the septic tank near the guard house was installed after breaking down a big rock manually. There is potential that you can eliminate the rock cheaply if you devote time and engage in human-powered drilling;

## 5.7 Drainage gradient

The point drainage gradient is clearly found and can be worked by an operator himself. However, it is recommended that a surveyor be appointed to measure the long or gentle slope for drainage development.

In addition, places which cannot be cut down shall be levelled as base courses instead.

## Chapter 6 Leachate Drainage Facilities Maintenance

Leachate drainage facilities are maintained like storm water drainage facilities. It is important to monitor cross connections with storm water drainage. Storm water with leachate solution shall be treated as leachate if connected. Isolation is crucial.

## Chapter 7 Maintenance of the Landfill Layer

### 7.1 Maintenance of the landfilled layer in service

Landfill layer is piled up to a height of 15m and is dangerous. It should be flat as long as the current work continues.

Additionally methane gas is produced from inside of the layer within a couple of months of landfilling. To eliminate this generation, circulation of air is necessary.

Placing a pipe by digging a hole vertically or horizontally ensures air circulation. For places prone to fire in particular in dry seasons, it is recommended that pipes be installed.



Photo 1: Gas Ventilation Pipe for Example

## 7.2 Maintenance of disused waste heaps

Places where dumping and landfill work are complete shall be managed for the next dumping phase or decommissioning. Once a year, a topographic survey with designated points shall be conducted to estimate the acceptable amount of incoming waste.

## **Chapter 8 Dumping Area Maintenance**

It is important to secure dumping places anytime and secure accessibility to dumping points taking the maintenance of dumping areas into consideration.

Waste dumped in front of the dumping point shall be removed in favor of waste dumped elsewhere and the waste shall be moved to the dumping point.

For turning space for waste trucks, littering of waste should be considered and the waste shall be moved to the dumping point as soon as possible and must be levelled and compacted if discovered.

## **Chapter 9 Access Road Maintenance**

### 9.1 Space in front of weighbridges

This space is always kept out for waiting vehicles. At present, faulty vehicles and broken heavy equipment are abandoned near the space and should be taken away immediately.

### 9.2 Countermeasures for stagnant water on the road

It is recommended to dig a hole just to pull the water off the road temporary, without building up the drain from the original space.

After draining off, it would be good to install hard cores on the road. If there are no hard cores, building up the base course is preferable at least.

Based on the longitudinal view of the access road, it is recommended to make a shape as drawn in the figure below.

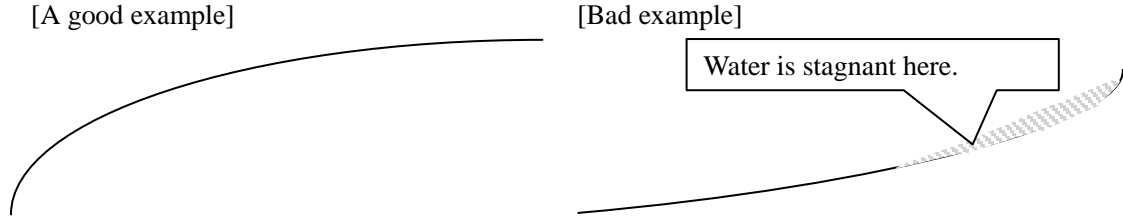


Figure 13: Gradient Making of Access Road

9.3 Drain cleaning

The drain shall be cleaned.

As shown in the photo below, once waste is piled up in the drain, not only would the drain function decline, it would also spawn other illegal waste dumping.



Photo 2: Waste Piled Up in a Drainage Area

9.4 Create a drain in flat area

If the drainage is made along the access road with a flat area, only partial cutting is needed to drain off the water there. (See the figure below)

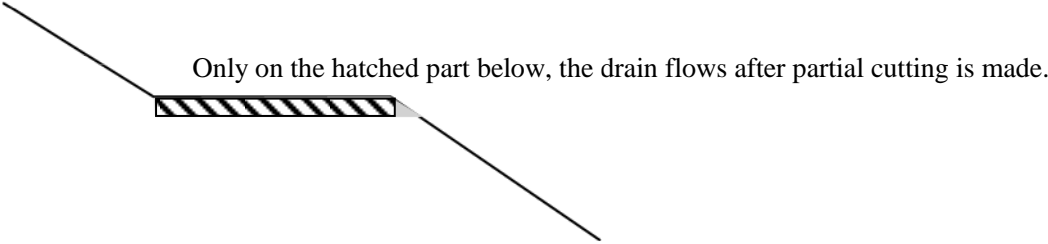


Figure 14: Drain Created in Flat Part



## **Chapter 10 Administration Office Maintenance**

A guard house and weighing station are to be maintained like other buildings. However, strict security measures shall be introduced. With a CCTV monitoring system, security guards, equipment and property could all be secured.

## **Chapter 11 Work Process Management**

First of all, the key is to establish a process flow and timeline. For planned maintenance, a plan should be necessary.

For work plan formulation, the work volume should be calculated first. Creating the volume is as follows:

- Work area identification
- Seeking work quantity and height (depth)
- Seeking work time, taking into consideration the capacity of heavy equipment
- Set the units of heavy equipment in some cases, the workload is calculated. Then set the timeline
- Set the date of implementation

[Points to note]

- Removal of waste should be always considered in a set with dump trucks for transfer and considered work volume with the time and motion of each unit. With the workability of heavy equipment in mind, critical paths on the timeline are clarified, whereupon work flow and timeline are aligned. (Or work efficiency would have negative impact.)
- In other words, comparing the workability of an excavator work and a dump truck transfer is the criterion to create a critical work flow. In particular, consideration of cutting heap work is important in terms of machinery workability.
- When transferring the waste, thinking of introducing a wheel loader, (1) dig with an excavator, (2) wheel loader loading, (3) truck transport, is often a more efficient procedure. However, if procurement is done on site without planning, specific heavy equipment would be inefficient. To avoid this, it is necessary to plan with heavy equipment workability.
- Duty cycle of waste transfer by tippers / dump trucks is estimated based on the experience of dumpsite managers.

## **Chapter 12 Fire Prevention**

During the dry season or during any other weather involving relatively high temperatures, unintentional burning often occurs and generates much harmful gases. This phenomenon is one of the crucial affairs that is directly harmful, so fire prevention shall be treated as a key measure for dumpsite maintenance.

### **12.1 Pumping**

As illustrated below, portable engine pumps are introduced and the reservoir is placed where it is needed. Reservoir water gained from this system is used not only for fire protection and fire-fighting but also for dust preventive measures.

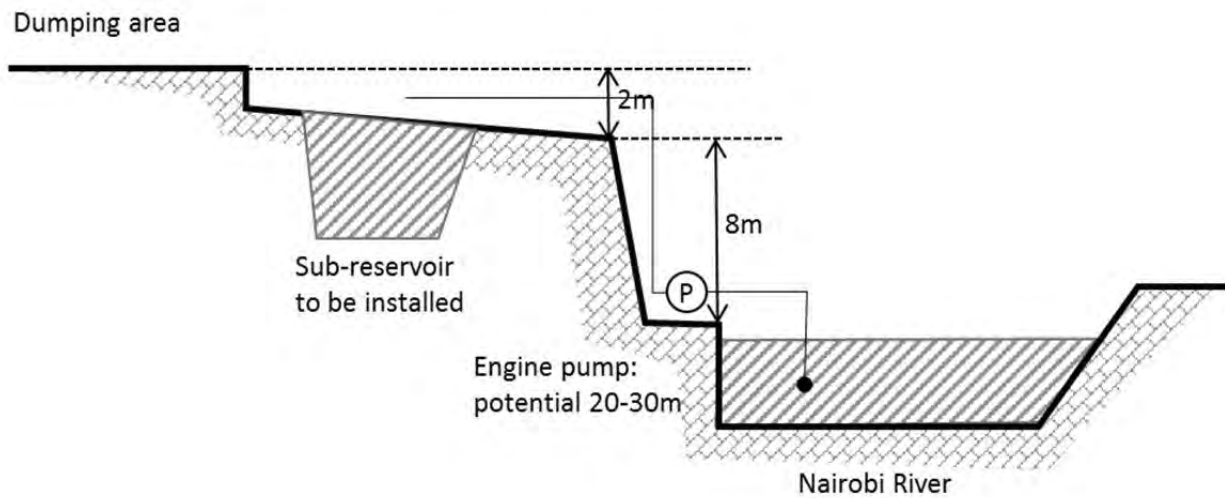


Figure 15: Pumping System

## 12.2 Soil security and storage

Soil is for usage for daily cover of the dumped waste and fire protection. Here, the soil for fire protection is only soil from the ground, not from the waste layer because it might have still some organic/burnable contents. Therefore the sand for fire protection should be distinguished.

## Chapter 13 Others

Maintenance should follow "Dandora Dumpsite Landfill Work Plan in Nairobi City County" in the timeline and in work procedures. If other works are necessary, the work procedures shall be revised, whereupon the revised work procedures shall be followed. Repeating this process helps ensure proper operation of the dumpsite. That is important and noteworthy throughout your task.

[ANNEX]

Standard working capacity of heavy machinery

Equipment	Class	Work type	Work amount per day	Remarks
Dozer/tract shovel	20 t-class	Dozing	540 m <sup>3</sup>	
Dozer/tract shovel	15 t-class	Ground compaction	300 m <sup>2</sup>	To be confirmed by full scale testing
Excavator	0.8 m <sup>3</sup>	Excavation and loading	300 m <sup>3</sup>	Waste on the ground
	0.8 m <sup>3</sup>	Loading	310 m <sup>3</sup>	Waste and loose soil
	0.8 m <sup>3</sup>	Cutting earth	220 m <sup>3</sup>	Waste heap

Note: 1 day = 7 hours

*ANNEX 4.7 Guideline for Dandora Dumpsite Heavy Equipment in  
Nairobi City County*



# NAIROBI CITY COUNTY



ENVIRONMENT, ENERGY & WATER

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## Guideline for Dandora Dumpsite Heavy Equipment in Nairobi City County

March 2016

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## **Chapter 1 General**

### **1.1 Purpose**

This guideline aims to help implement works in Dandora Dumpsite with all the equipment as planned. Accordingly, the guideline covers a scope from contract contents for heavy equipment works to maintenance of heavy equipment on site showing practical procedures, in order to facilitate economical and effective dumpsite operation.

For equipment, high frequency of failure has become one of the biggest problem on Dandora Dumpsite operation and prevented scheduled operation of heavy equipment. To solve this problem, a revision of the contract for heavy equipment works is suggested in the guideline. Implementing the suggestion, a system that can ensure effective and stable operation of heavy equipment is also considered in the guideline.

### **1.2 Applicable scope**

(1) This guideline is applied to equipment used in Dandora Dumpsite.

(2) This guideline also targets both NCC, which operates the dumpsite, and the contractors who provide and operate heavy equipment in the dumpsite.

### **1.3 Policy of the guideline**

Existing equipment in the dumpsite has many issues that cannot be solved without experience gained in field work on site. The guideline aims to maintain the equipment at a certain level.

Also, the guideline includes the following policies:

- Carry out what you can. If it is impossible, then it is not recommended in this guideline.
- Implement works outside the scope of the guideline after revising this guideline.
- The guidelines can be revised or updated by NCC at any time.

## **Chapter 2 General Information of the Dumpsite Maintenance Equipment**

### **2.1 Maintenance method of the dumpsite maintenance equipment**

The purpose of this guideline is to perform field work at the dumpsite all day as planned. For this purpose, the equipment should always been in full working condition as expected by NCC.

Therefore, the equipment maintenance covers inspection, cleaning, refueling and other maintenance works for the equipment before and after use. The operational team should not handle these tasks.

Currently, most repairs are performed after break down, preventing expected field works and possibly impacting on all the dumpsite operation tasks.

When it comes to repair works, it takes longer than it should take to repair such breakdowns which can be avoided by preparing sufficient spare parts and consumables beforehand. It should, therefore, be necessary to plan to prepare those spare parts and consumables well in advance. Considerable lead time required to order spare parts is a loss, not only for NCC but also for the contractors.

The maintenance concept is as follows:

“From breakdown maintenance to preventive maintenance”

(1) Issues on BM (Breakdown Maintenance)

- Sudden failures happen.
- Considerable equipment downtime.
- Unexpected expenditure.

(2) Benefits of PM (preventive maintenance)

- Sudden accidents decline.
- Downtime minimised.
- Workability stabilised.
- Maintenance expenditure can be standardised.
- The service life of the equipment can be prolonged.

(3) Types of preventive maintenance

Time-Based Maintenance: To carry out maintenance at regular intervals.

Condition-Based Maintenance: To repair in a planned way by monitoring the state of the equipment during operation and quickly address any abnormal symptoms.

For the purposes of equipment maintenance, these two methods of preventive maintenance should be implemented in combination.

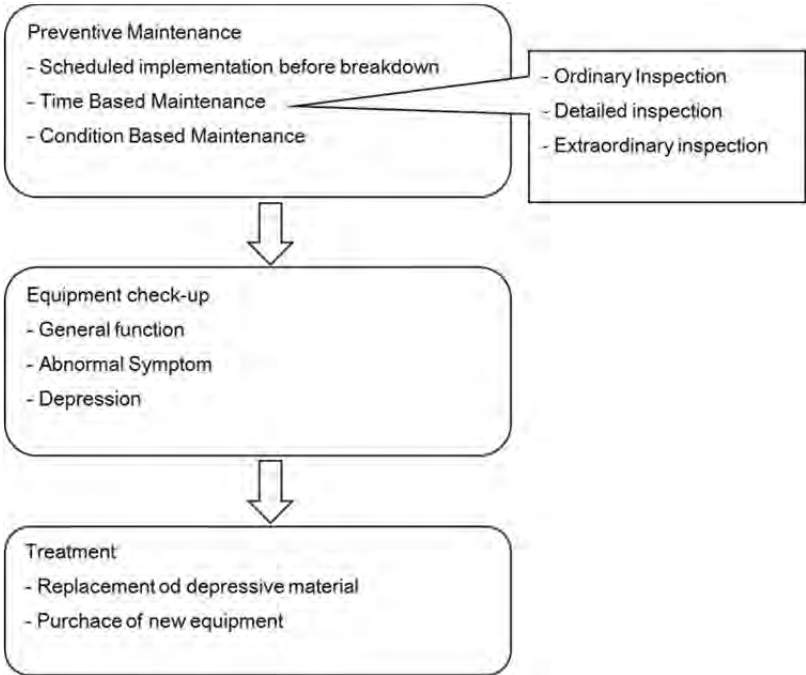


Figure 1: Maintenance Procedures including Preventive Maintenance



The dumpsite includes units of equipment operated by the private contractors. Since this guideline targets such equipment, compliance with the guidelines should be recommended. In this case, the equipment maintenance is basically done by the contractor.

**2.2 Management system for the dumpsite heavy equipment maintenance**

The management system of the dumpsite heavy equipment includes the involvement of the private contractors, thus the system is shown below.

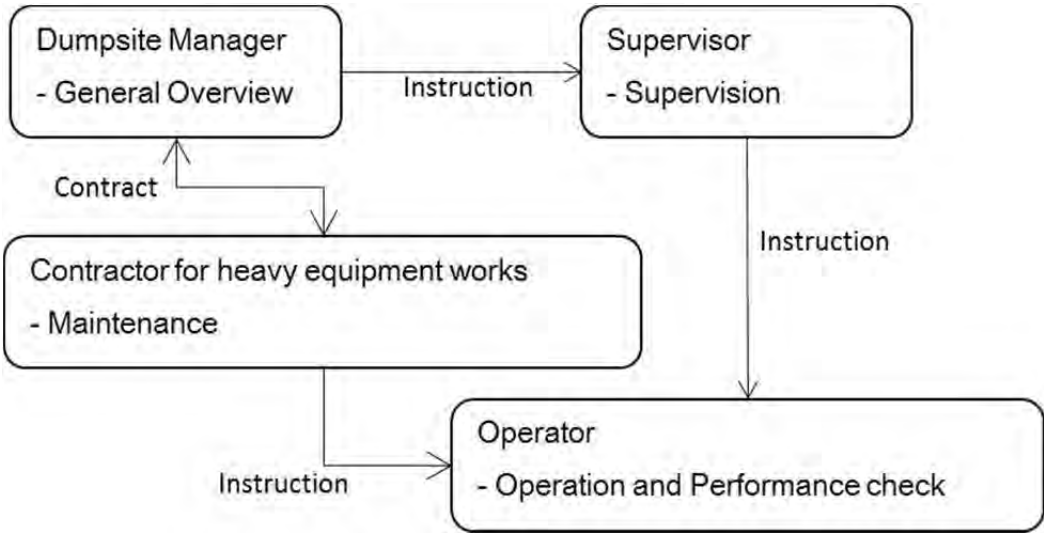


Figure 2: Disposal Maintenance Equipment Maintenance Management System

**2.3 Security of maintenance space for the heavy equipment**

Currently, all the units of heavy equipment are parked on the sidewalks of the main John Osogo Road and operated without proper inspection and cleaning up. For heavy equipment, flat space shall be developed within the property (within the perimeter wall) of the dumpsite and the equipment stored in line.

Since there are usually seven units, minimum space for 7 should be prepared.

This space is not only for storing heavy equipment but also for maintenance, so it needs sheds, concrete floors and storage for spare parts.

In addition, to increase the security level, the storage has to be secured strictly.

**Chapter 3 Procurement of Heavy Equipment**

**3.1 Documents required for obtaining and storing**

Heavy equipment, regardless of whether for direct operation or contracted operation, has standard specification with the following documents for each piece of equipment:

- Specifications
- Operation manual

Owners of heavy equipment may also have maintenance records for each unit.

These documents are required, regardless of whether the equipment is for direct operation or contracted operation. Accordingly, NCC, which manages the operation, shall have these documents, even if they are photocopies.

These documents are efficiently utilised in case of failure in the dumpsite and should thus all be kept on the dumpsite.

Although NCC often tends to pay little attentions to contract management, it is quite important for governmental affairs. Accordingly, all the related contractual or photocopied documents shall be obtained and kept in the dumpsite for more precise direct on-site instructions.

### 3.2 Construction equipment management issues

(Issue 1)

Basically most of the equipment is old and thus often out of order. The main reasons for failure might be lack of daily maintenance. Once the equipment is down, it cannot be brought back quickly, which could lead to poor work on site. Generally, although alternative equipment would be necessary urgently, the current contract between NCC and the contractors does not cover replacement equipment, causing field work to deteriorate, despite NCC plans.

The lack of any back-up system for a replacement is also problematic for the heavy equipment contract.

(No penalties at moment)

(Issue 2)

Among the failures on site, shoe plate damage is very common and since the equipment is kept operated without necessary repairs, it holds high risk of serious failures. This is because most of the equipment is equipped with standard shoes, which are not suitable for the current bumpy and wet ground in the dumpsite. Accordingly, the heavy equipment can be overloaded, causing shoes and other driving parts to break.

The equipment should have shoes for swampy areas fitted.



Photo 1: Dozer Wearing Swamps Shoes

(Issue 3)

Since garbage collection starts at around 6:30 to 7:30, the incoming waste to the dumpsite peaks at around 8:00.

However, in the dumpsite, daily instruction to heavy equipment operators starts at 9:00. Moreover, the equipment operation cannot start until 10:00 because the equipment has no fuel for the day. The manager of the contractor pays for the fuel at 10:00.

In other word, lots of garbage is dumped at the morning peak time without heavy equipment operation, which means no levelling or compaction of the ground at the dumping area. Accordingly, it always requires recovery time for the dumping area and insufficient work for continuous dumpsite operation.

The contracted heavy equipment shall be available during all the peak time as planned, so it is advisable to accept a one-week mandate for heavy equipment works in a row.

In the meantime, even though the contract system is revised as recommended, NCC tends to fall behind in payments to contractors, which is the biggest reason for disruption of daily works.

The heavy equipment works at the Dandora Dumpsite are not a one-shot work project but based on work using all the heavy equipment procured for a certain time (7 hours a day), so it is recommended that NCC replace the hourly payment to a daily/weekly/monthly payment in the contract conditions to secure the private contractors' stable benefit. That is one of the ways to improve the contract affairs.

### 3.3 Contract management of heavy equipment

All the heavy equipment is provided under an hourly-work-based contract by private sector through tender. As the terms and conditions, the wet rate per hour is set, and NCC pays depending on the workload. However, the contractual terms exclude important requirements designated as follows:

- No penalties for violation of a contract to operate when needed
- No arrangements to replace alternative equipment when it fails

Conversely, from the contractor side, they have a contractual risk as follows:

- Within the contract period (1 year) minimum working hours are not designated.

In the interests of both sides, effective work can be attainable in the dumpsite. To do this, the contractual requirements from the NCC side shall be revised as follows:

#### [Proposed contractual requirements for heavy equipment works]

- Standard working hours: 8:00 - 16:00 (shift1), 12:00 - 20:00 (shift2).
- To register to use the equipment and operator.
- Setting equipment minimum working per year: 700hrs/year or 110 days/year, without working hours for the replaced equipment. Heavy equipment which cannot achieve the hours cannot register in the next contract (Note: equipment not the contractor).
- Annual maximum working time setting: No limitation.
- Replacement of equipment: If out of order, a replacement must be provided within 24 hours.

- In case the replacement arrangement described above is not performed within “a certain period,” a penalty shall be imposed. \* The duration of “a certain period” shall be based on NCC’s experience.
- One set of spare parts expected to be used within the contract period to replace must be prepared within a month of the contractual period commencing.
- Contract with payment per week, not per hour.
- The product year and maintenance records of the equipment for the contract period shall be submitted to NCC.
- Results of repair shall be necessarily submitted to NCC after every repair.

## Chapter 4 Maintenance of Heavy Equipment

### 4.1 Target of the equipment to be maintained

#### (1) Weighbridge

The weighbridge components are as follows:

- Measuring instrument: 1 unit, 6 Point load cell type, weighing extent: 10 kg - 30 tons
- Automatic weighing system: small tabletop type with logging function
- Transmittal documents: The following information is recorded:

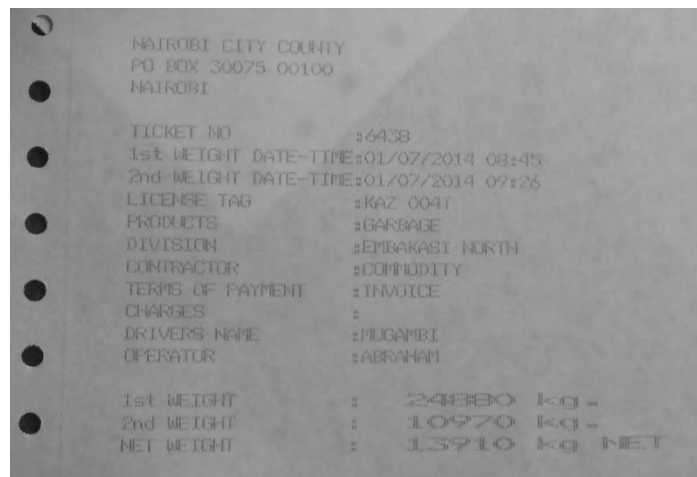


Photo 2: Weighing Records

#### (2) Excavator, Tract shovel

Table 1: Type of Excavator and Tract Shovel

Equipment type	TYPE
Excavator	CAT 320b
Excavator	CAT 320 D
Excavator	CAT 320 C
Excavator	JCB: KHMA 149B
Tractor shovel	D75S

(3) Dozer

Table 2: Type of Dozers

Equipment type	TYPE
Bulldozer (D6H)	KBG 067M
Bulldozer (D6H)	KAW 828 J
Bull Dozer	KOMATSU D85EX

4.2 Repair criteria

(1) Necessity and purpose

Equipment in the dumpsite shall always perform as expected. The landfill operation, dumpsite maintenance and improvement work are planned based on the expected performance. Accordingly, in case of failure or degradation of parts that decrease the equipment performance, immediate repair shall be made to recover the performance.

Also, the repair is expected to prolong the service life by optimizing other parts and functions.

(2) Repair criteria

Repair shall be done if the time required to repair a certain breakdown is shorter than the time the equipment can be operated until the next breakdown occurs for the same reason.

(3) Maintenance record

Equipment maintenance shall be recorded to provide both NCC as contract owner, and the contractor with information on each equipment repair record.

It is better to know the working record and product year of the equipment in the contracting process. If possible the maintenance record shall be evaluated by NCC just after the contract period to take into account whether it can be operated as expected in the next contract period.

(4) Treatment of the equipment with failure

In Dandora Dumpsite, failed equipment is often abandoned where the failure occurred. Preferably, to avoid negative impact on dumpsite operation, it shall be effectively dealt like any other equipment, moved to an obstruction-free space. In case it is difficult to move to another location, try to secure at least a passage for other equipment to ensure the ordinary operations on site.

The expected recovery period of the failed heavy equipment shall be confirmed to decide on replacement.

In case of the weighbridge failure, the failed parts shall be identified as soon as possible. Immediate contact to the dealer and arrange a repair estimate shall be done to conduct the repairs. There is no possible replacements of the weighbridge, thus early recovery is prioritised.

In addition, the weighbridge shall be examined to the standards specified in the “WEIGHTS AND MEASURES ACT” on a regular basis.

#### (5) Removal of obsolete equipment

Among the unused equipment in the dumpsite, the obsolete ones shall be taken away or disassembled into parts to be sold to the private sector.

The heavy equipment that can continue to be used shall be cured for in the equipment storage space after overhaul.

## **Chapter 5 Inspection**

There are two types of equipment inspections:

### 5.1 Daily inspection

Daily inspection is implemented before operation starts every day.

After the field work, the equipment shall be cleaned on the same day to be ready for the next day's inspection.

#### [Backhoe daily inspections]

- Engine oil (quantity and contamination)
- Hydraulic oil (quantity and contamination)
- Hydraulic oil filter soot
- Cylinder oil leak
- Revolving reduction gear oil
- Cooling water and clogging of radiators
- Air element
- Fuel & dehydration
- Shoe tension adjustment
- Grease
- Leaking fluid under the car

#### [Dozer daily inspections]

- Engine oil (quantity and contamination)
- Hydraulic oil (quantity and contamination)
- Cylinder oil leak
- Transmission oil
- Cooling water
- Air cleaner
- Fuel & dehydration
- Shoe tension adjustment

## 5.2 Emergency inspection

In case of unexpected failure, like brake malfunction, noise occurring or insufficient performance, an emergency inspection shall be carried out. The target equipment may immediately stop operation and the inspection and maintenance should be carried out.

In case recovery is difficult on site, repair would be requested from the equipment manufacturers or their agents. However the state of failure shall be recorded prior to calling for the manufacturers.

Replacement of alternative equipment for the field work shall be prepared from the emergency inspection.





***ANNEX 4.8 Financial Report on SWM Special Account***



# NAIROBI CITY COUNTY



ENVIRONMENT, ENERGY & WATER

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## Financial Report on SWM Special Account

March 2016



# Financial Report on SWM Special Account

## 1. Detailed Financial Record on SWM Special Account

### (a) Personnel Cost and Operation/Maintenance Cost

SWM Special Account Code	Previous Code	Fixed/ Variable	Budgetary Item	Actual Record for 2014/2015 SWM Special Account (Ksh)	Original Budget for 2015/2016 SWM Special Account (Ksh)	Actual Record for 2015/2016 (Jul.2015)	Actual Record for 2015/2016 (Aug.2015)	Actual Record for 2015/2016 (Sep.2015)	Actual Record for 2015/2016 (Oct.2015)	Actual Record for 2015/2016 (Nov.2015)	Actual Record for 2015/2016 (Dec.2015)	Actual Record for 2015/2016 (Jul.-Dec. 2015)
						(Ksh)	(Ksh)	(Ksh)	(Ksh)	(Ksh)	(Ksh)	(Ksh)
SWM-2110100	2110100	F	Basic Salary Permanent Employees	264,695,100	268,477,344	22,373,112	30,050,612	38,373,062	30,695,561	30,695,562	38,373,062	190,560,972
SWM-2110300	2110300	F	Personal Allowances Paid as Part of the Salary	164,346,997	158,228,088	13,186,174	13,186,174	13,186,174	13,186,174	13,186,174	13,186,174	79,117,044
SWM-2120100	2120100	F	Government Pension and Retirement Benefit	57,538,665	57,604,740	4,800,395	4,800,395	4,800,395	4,800,395	4,800,395	4,800,395	28,802,370
<b>Personnel Cost Total</b>				<b>486,580,762</b>	<b>484,310,172</b>	<b>40,359,681</b>	<b>48,037,181</b>	<b>56,359,631</b>	<b>48,682,130</b>	<b>48,682,131</b>	<b>56,359,631</b>	<b>298,480,386</b>
SWM-2210201	2210201	F	Telephone, Telex, Facsimile and Mobile Phone Services	66,880	46,590	0	0	0	0	0	0	0
SWM-2210303	2210303	F	Daily Subsistence Allowance	2,964,000	2,600,000	459,701	435,571	1,084,120	0	0	16,500	1,995,892
SWM-2210503	2210503	V	Subscriptions to Newspapers, Magazines and Periodicals	501,600	214,438	0	0	0	106,503	0	0	106,503
SWM-2210504	2210504	V	Advertising, Awareness and Publicity Campaigns	2,660,000	941,472	0	0	30,000	0	0	0	30,000
SWM-2210801	2210801	V	Catering Services, Accomadations, Gifts, Food and Drinks	501,600	204,227	100,000	0	0	0	288,000	0	388,000
SWM-3111009	3111009	V	Purchase of Other Office Equipment	10,000,000	4,000,000	0	0	0	0	0	0	0
SWM-2211031	2211031	V	Specialised Materials - Other	988,000	2,035,750	0	0	0	0	0	0	0
SWM-2211103	2211103	V	Sanitary and Cleaning Materials, Supplies and Services	9,880,000	5,000,000	0	0	0	0	0	2,065,358	2,065,358
SWM-2211199	2211199	V	Office and General Supplies	1,292,000	814,300	0	0	0	0	0	0	0
SWM-2211305	2211305	V	Contracted Cleaning Services	255,154,800	285,000,000	24,120,842	552,863	160,677,002	14,296,641	171,771,449	94,938,532	466,357,329
SWM-2210106	2210106	V	Utilities Supplies and Services	10,000,000	5,863,462	0	0	0	0	0	0	0
SWM-2211399	2211399	V	Other Operating Expenses- Other	32,188,000	30,000,000	0	0	2,209,000	0	0	0	2,209,000
SWM-2220299	2220299	V	Routine Maitenance - Other Assets	1,292,000	2,931,735	0	0	0	0	0	0	0
<b>Operation and Maintenance Cost Total</b>				<b>327,488,880</b>	<b>339,651,974</b>	<b>24,680,543</b>	<b>988,434</b>	<b>164,000,122</b>	<b>14,403,144</b>	<b>172,059,449</b>	<b>97,020,390</b>	<b>473,152,082</b>
<b>Personnel Cost/Operation and Maintenance Cost Total</b>				<b>814,069,642</b>	<b>826,232,736</b>	<b>508,990,715</b>	<b>41,348,115</b>	<b>212,017,303</b>	<b>70,762,775</b>	<b>220,741,579</b>	<b>145,702,521</b>	<b>529,511,713</b>



## (b) Investment Cost

SWM Special Account Code	Previous Code	Fixed/ Variable	Budget Item	Actual Record for 2014/2015 SWM Special Account (Ksh)	Original Budget for 2015/2016 SWM Special Account (Ksh)	Actual Record for 2015/2016 (Jul.2015) (Ksh)	Actual Record for 2015/2016 (Aug.2015) (Ksh)	Actual Record for 2015/2016 (Sep.2015) (Ksh)	Actual Record for 2015/2016 (Oct.2015) (Ksh)	Actual Record for 2015/2016 (Nov.2015) (Ksh)	Actual Record for 2015/2016 (Dec.2015) (Ksh)	Actual Record for 2015/2016 (Jul.-Dec. 2015) (Ksh)
SWM-3110599	3110599	F	Infrastructure and Civil Works	30,000,000	84,000,000	0	0	500,000	15,854,980	42,000,000	0	58,354,980
SWM-3110701	3110701	V	Purchase of Motor Vehicles	20,000,000	10,000,000	0	0	0	0	4,600,000	0	4,600,000
SWM-3110705	3110705	V	Purchase of Trucks	60,600,000	70,000,000	0	0	0	0	0	0	0
SWM-3110706	3110706	V	Purchase of Tractors	0	150,000,000	0	10,000,000	0	10,000,000	33,000,000	41,953,000	94,953,000
<b>SWM-related Investment Cost Total (SWM Special Account Total)</b>				<b>255,580,000</b>	<b>314,000,000</b>	<b>0</b>	<b>10,000,000</b>	<b>500,000</b>	<b>25,854,980</b>	<b>79,600,000</b>	<b>41,953,000</b>	<b>157,907,980</b>

## (c) Revenues

SWM Special Account Code	Previous Code	Budget Item	Actual Record for 2014/2015 SWM Special Account (Ksh)	Original Budget for 2015/2016 SWM Special Account (Ksh)	Actual Record for 2015/2016 (Jul.2015) (Ksh)	Actual Record for 2015/2016 (Aug.2015) (Ksh)	Actual Record for 2015/2016 (Sep.2015) (Ksh)	Actual Record for 2015/2016 (Oct.2015) (Ksh)	Actual Record for 2015/2016 (Nov.2015) (Ksh)	Actual Record for 2015/2016 (Dec.2015) (Ksh)	Actual Record for 2015/2016 (Jul.-Dec. 2015) (Ksh)
SWM-R2	R2	Garbage/Tipping Charges	70,462,101	77,508,311	6,125,250	5,397,810	5,438,243	5,552,200	4,339,800	4,735,250	31,588,553
SWM-R4	R4	Franchise Fee (Pilot Project)	0	0	0	0	0	0	0	0	0
SWM-R12	R12	Waste Policy Management/Fines	4,915,300	5,406,830	343,000	495,400	299,200	778,800	475,200	572,000	2,963,600
SWM-R13	R13	Annual Waste Collection Permit	2,317,790	2,549,569	57,000	44,000	620,000	390,000	520,000	590,000	2,221,000
<b>SWM-related Revenue Total (SWM Special Account Total)</b>			<b>77,695,191</b>	<b>85,464,710</b>	<b>6,527,250</b>	<b>5,937,210</b>	<b>6,357,443</b>	<b>6,721,000</b>	<b>5,335,000</b>	<b>5,897,250</b>	<b>36,773,153</b>

## 2. Summary of Financial Record on SWM Special Account

No.	SWM Special Account Code	Budget Item	Actual Record for 2014/2015 SWM Special Account (Ksh)	Original Budget for 2015/2016 SWM Special Account (Ksh)	Actual Record for 2015/2016 (Jul.2015) (Ksh)	Actual Record for 2015/2016 (Aug.2015) (Ksh)	Actual Record for 2015/2016 (Sep.2015) (Ksh)	Actual Record for 2015/2016 (Oct.2015) (Ksh)	Actual Record for 2015/2016 (Nov.2015) (Ksh)	Actual Record for 2015/2016 (Dec.2015) (Ksh)	Actual Record for 2015/2016 (Jul.-Dec. 2015) (Ksh)
1	SWM-P	Personnel Cost	486,580,762	484,310,172	40,359,681	48,037,181	56,359,631	48,682,130	48,682,131	56,359,631	298,480,386
2	SWM-OM	Operation and Maintenance Cost	327,488,880	339,651,974	24,680,543	988,434	164,000,122	14,403,144	172,059,449	97,020,390	473,152,082
3=1+2		Personnel Cost + Operation and Maintenance Cost	814,069,642	826,232,736	508,990,715	41,348,115	212,017,303	70,762,775	220,741,579	145,702,521	529,511,713
4	SWM-I	Investment Cost	255,580,000	314,000,000	0	10,000,000	500,000	25,854,980	79,600,000	41,953,000	157,907,980
5=3+4		Total Cost	1,069,649,642	1,140,232,736	508,990,715	51,348,115	212,517,303	96,617,755	300,341,579	187,655,521	687,419,693
6	SWM-R	Revenue Total	77,695,191	85,464,710	6,527,250	5,937,210	6,357,443	6,721,000	5,335,000	5,897,250	36,773,153
7=6-5		Loss/Surplus	-991,954,451	-1,054,768,026	-502,463,465	-45,410,905	-206,159,860	-89,896,755	-295,006,579	-181,758,271	-650,646,540
8=7		Transfer from General Budget	991,954,451	1,054,768,026	502,463,465	45,410,905	206,159,860	89,896,755	295,006,579	181,758,271	650,646,540





***ANNEX 4.9 Nairobi ISWM Road Map***



## Nairobi ISWM Road Map [Updated Main Goals and Major Action Plans of the Master Plan]

Programme	Updated Main Goals	Updated Action Plans	Timeframe	Responsibility
<b>Technical Approach</b> Programme 1: Collection and Transportation Plan	100% of collection coverage rate in 2030	1-1 Procurement of a wheel loader and a backhoe	FY 2015/16	Director of Supply Chain Management (SCM)
		1-2 Designation of waste collection points	FY 2016/17	Director of Environment
		1-3 Procurement of waste collection vehicles appropriate for the informal settlement areas	FY 2016/17	Director of Environment
		1-4 Establishment of preventive workshop at Kaloleni depot	FY 2016/17	Director of Environment
		1-5 Regular maintenance of NCC waste collection vehicles	Continuous	Operation Manager
		1-6 Building capacity of CBOs & youth groups	Continuous	Director of Environment
		1-7 Monitoring & Enforcement on a sub-county basis	Continuous	Enforcement
		1-8 Strengthening of relationship between sub-county officers and DoE	Continuous	County Chief Officer (CCO) - Environment
		1-9 Review of the court case and meeting with WEMAK	Mar. 2016	CCO - Env.
		1-10 Review of Zone 7 Pilot Project	Mar. 2016	Project Manager
		1-11 Expansion of franchise system to Zone 1 & 6	Mar. 2016	Director of Environment
Programme 2: 3R and Intermediate Treatment Plan	9 zones to sub divided into 18 sub counties/zones including CBD thus the boundary of the zones to be in line with the administrative boundaries	2-1 Promotion of incentives for waste reduction initiatives	Mar. 2016	EMCE Officers
		2-2 Establishment of a transfer station/MRF in each Zone/Sub-county	FY 2016/17	Sub-county Officers
		2-3 Introduction of home composting and community composting	FY 2016/17	EMCE Officers
		2-4 Streamlining of the recycling industry (data base formulation, categorization, etc.)	FY 2018/19	Assistant Director of Env.
		2-5 Enforcement of waste segregation	Continuous	Environmental Monitoring, Compliance & Enforcement (EMCE) Officers
Programme 3: Final Disposal Plan	Operationalization of the EPR policy	2-6 Promotion of stakeholder participation in implementing EPR	Mar. 2016	Public Awareness & Education (PAE) Officer
		2-7 Implementation of survey of the recycling industry	FY 2017/18	EMCE Officers
		3-1 Improvement of drains, access roads including the main road to the dumpsite	Jun. 2016	CCO - Public Works
		3-2 Regular maintenance of drains, access roads and machinery	Continuous	CCO - Public Works
		3-3 Use of 2 weighbridges (one at entry the other at exit)	Aug. 2016	CCO - Public Works
		3-4 Put-up a big signage with rules & operational procedures of the dump site	Mar. 2016	Dumpsite Manager
		3-5 Completion of perimeter wall & gate	FY 2016/17	CCO - Public Works
3-6 Installation of communication network and CCTV	FY 2016/17	Information, Communication & Technology sector (ICT)		
3-7 Improvement of security at entire Dandora dumpsite	Sep. 2016	Inspectorate		

Note: <sup>\*1</sup> The PPPP (Public-Private-People Partnership) concept is construed to mean that all parties involved should have equal rights and obligations in accordance with the agreement among them to ensure the sustainability of public services such as solid waste management.

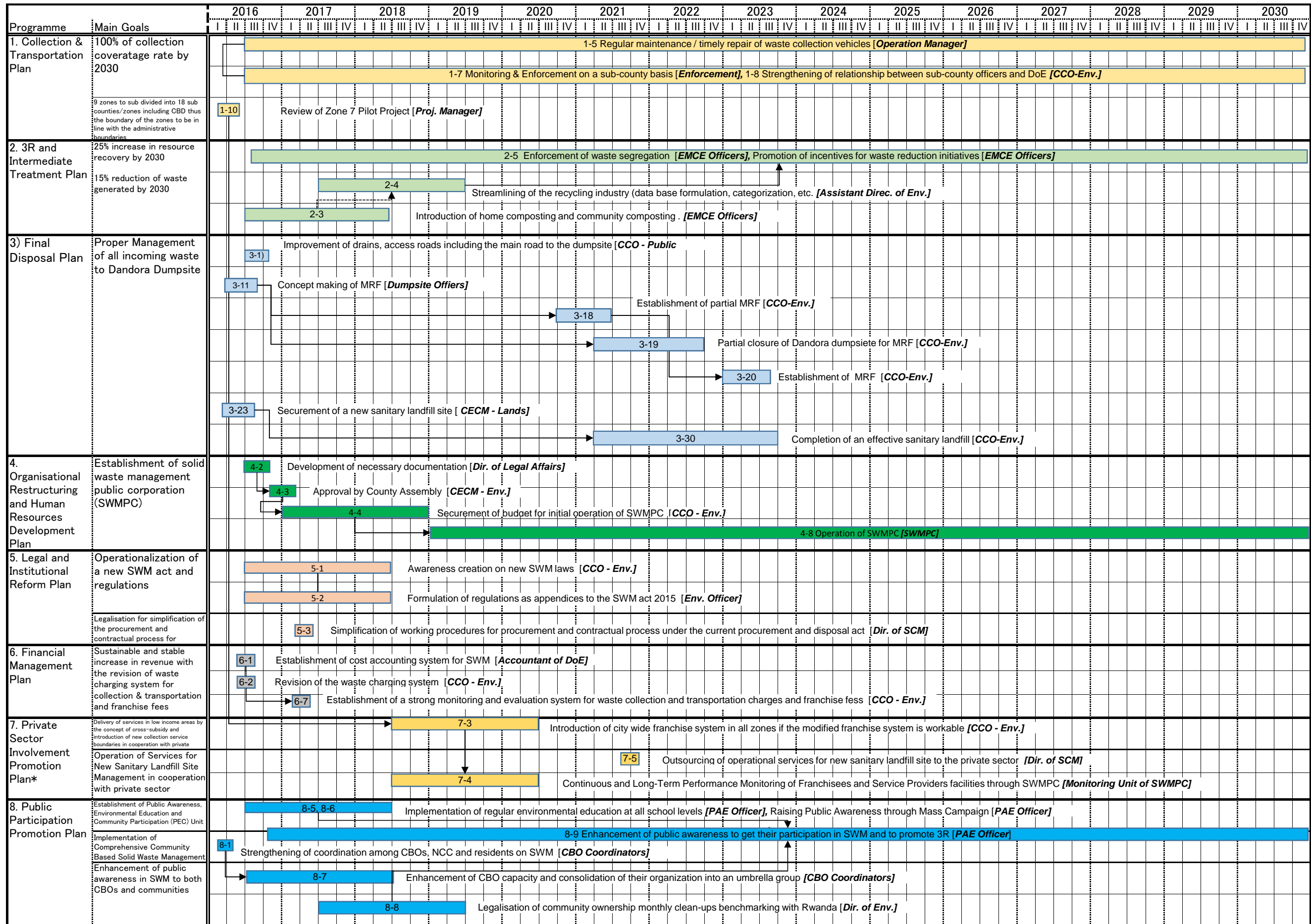
<sup>\*2</sup> NCC/SWMPC zones mean the areas where NCC or SWMPC would exclusively collect and transport wastes without the involvement of private service providers.

Programme	Updated Main Goals	Updated Action Plans	Timeframe	Responsibility		
	Construction of a new final disposal site	3-8 Lobbying of the strategic managers & politicians to effect the removal of illegal actors at the dump site.	FY 2018/19	County Executive Committee Member (CECM) - Env.		
		3-9 Control of fires	Continuous	Dumpsite Manager		
		3-10 Control of dust by use of water boozor	Continuous	Dumpsite Officers		
		3-11 Concept making of MRF	Aug. 2016	Dumpsite Officers		
		3-12 MRF test preparation (inc. procurement)	Feb. 2017	Dumpsite Officers		
		3-13 MRF pilot project implementation on site	FY 2016	Dumpsite Officers		
		3-14 Organic waste fermentation test	FY 2016	Dumpsite Manager		
		3-15 Basic design of Dandora decommissioning	Aug. 2017	Director of Environment		
		3-16 Detailed design of Dandora decommissioning	Sep. 2019	Director of Environment		
		3-17 MRF Specification Definition	Nov. 2019	Director of Environment		
		3-18 Establishment of partial MRF (preliminary phase)	Oct. 2020 – Jun. 2021	CCO - Env.		
		3-19 Partial closure of Dandora dumpsite for MRF	Apr. 2021 - Sep. 2022	CCO - Env.		
		3-20 Establishment of MRF	Aug. 2023	CCO - Env.		
		3-21 Piloting of the Fukuoka landfill management	Mar. 2016	Dumpsite Officers		
		3-22 Continuous clean-ups & closure of illegal dumps around the dumpsite	Continuous	Dumpsite Officers, Inspectorate, Enforcement		
		3-23 Securement of a new sanitary landfill site	Aug. 2016	CECM - Lands		
		3-24 Building consensus among all stakeholders including NCA, NEMA, KAA, KCAA, etc.	Nov. 2016	CECM - Env.		
		3-25 Basic Design for the sanitary landfill	Aug. 2017	Director of Environment		
		3-26 Detailed Design for the sanitary landfill	Apr. 2019 – Sep. 2019	CCO - Env.		
		3-27 Employment of appropriate personnel to undertake activities at the sanitary landfill	July. 2021	Public Service Commission		
		3-28 Outsourcing of management of sanitary landfill	Sep. 2021	Director of SCM		
		3-29 Partial operation of the sanitary landfill	Apr. 2021	CCO - Env.		
		3-30 Completion of an effective sanitary landfill	Sep. 2023	CCO - Env.		
		3-31 Acquisition of appropriate equipment to manage the sanitary landfill	Sep. 2023	Director of SCM		
		<b>Institutional and Financial Approach</b>				
		Programme 4: Organisational Restructuring and Human Resources Development Plan	Establishment of solid waste management public corporation (SWMPC)	4-1 Explanation to stakeholders	Jun. 2016	CECM - Env.
				4-2 Development of necessary documentation	Jun. 2016	Director of Legal Affairs
				4-3 Approval by County Assembly	Jan. 2017	CECM - Env.
				4-4 Securement of budget for initial operation of SWMPC	FY 2017/18	CCO - Env.
				4-5 Transfer of budget, personnel and assets	FY 2017/18	CCO - Finance
				4-6 Capacity development and Training of staff of SWMPC	FY 2017/18	CCO - Env.

Programme	Updated Main Goals		Updated Action Plans	Timeframe	Responsibility	
Programme 5: Legal and Institutional Reform Plan	Operationalisation of SWM working procedures	4-7	Commencement of operation of SWMPC (temp scale)	Jul. 2018	CCO - Env.	
		4-8	Operation of SWMPC (full-scale)	Jan. 2019	SWMPC	
		4-9	Formulation of standard working procedures and manuals	Jun. 2016	Dir. of Env.	
		4-10	Fast track franchising to operationalize use of manuals	Aug. 2016	CCO - Env.	
		4-11	Sensitizing candidates of SWMPC staff for use of SWM working procedures	Mar. 2017	CCO - Env.	
	Operationalization of a new SWM act and regulations	5-1	Awareness creation on new SWM laws	FY 2016/17	CCO - Env.	Environmental Officer
		5-2	Formulation of regulations as appendices to the SWM act 2015	FY 2016/17		
		5-3	Simplification of working procedures for procurement and contractual process under the current procurement and disposal act	Mar. 2017		Director of SCM
		6-1	Establishment of cost accounting system for SWM	Jun. 2016		Accountant of DoE
		6-2	Revision of the waste charging system	Jun. 2016		CCO - Env.
		6-3	Legalisation for simplification of the procurement and contractual process for SWMPC	Mar. 2019		Procurement Dept. of SWMPC
Programme 6: Financial Management Plan	Sustainable and stable increase in revenue with the revision of waste charging system for collection & transportation and franchise fees	6-4	Commitment by CECM-Finance and Economic Planning on quarterly disbursement	Jun. 2016	CECM-Finance and Economic Planning	
		6-5	Quarterly transfer of budget to SWM Special Account	Jul. 2016	CECM-Finance and Economic Planning	
		6-6	Monitoring of cash flow of General Account	Jul. 2016	CECM-Finance and Economic Planning	
	Periodical Transfer of Budget from General Account to SWM Special Account	6-7	Establishment of a strong monitoring and evaluation system for waste collection and transportation charges and franchise fess	Mar. 2017	CCO - Env.	
		7-1	Review of the present franchise project in zone 7	Mar. 2016	Project Manager	
		7-2	Introduction of city wide franchise system in all zones if the modified franchise system is workable.	FY 2018/19	CCO - Env.	
		7-3	Proposal and implementation of mitigation measures for disputes between NCC and WEMAK	Continuous	CCO - Env.	
Delivery of services in low income areas by the concept of cross-subsidy and introduction of new collection service boundaries in cooperation with private sector	7-4	Continuous and Long-Term Performance Monitoring of Franchisees and Service Providers facilities through SWMPC	Continuous	Monitoring Unit of SWMPC		
	7-5	Outsourcing of operational services for new sanitary landfill site to the private sector	Aug. 2021	Director of SCM		
	8-1	Development of curriculum for regular environmental education at all school levels	FY 2016/17	Public Awareness & Education (PAE) Officer		
Programme 7: Private Sector Involvement Promotion Plan <sup>*3</sup>	Operation of Services for New Sanitary Landfill Site Management in cooperation with private sector	8-2	Implementation of regular environmental education at all school levels	FY 2016/17	PAE Officer	
		8-3	Raising Public Awareness through Mass Campaign	FY 2016/17	PAE Officer	
Programme 8: Public Participation Promotion Plan	Establishment of Public Awareness, Environmental Education and Community Participation (PEC) Unit	8-1	Development of curriculum for regular environmental education at all school levels	FY 2016/17	Public Awareness & Education (PAE) Officer	
		8-2	Implementation of regular environmental education at all school levels	FY 2016/17	PAE Officer	
		8-3	Raising Public Awareness through Mass Campaign	FY 2016/17	PAE Officer	

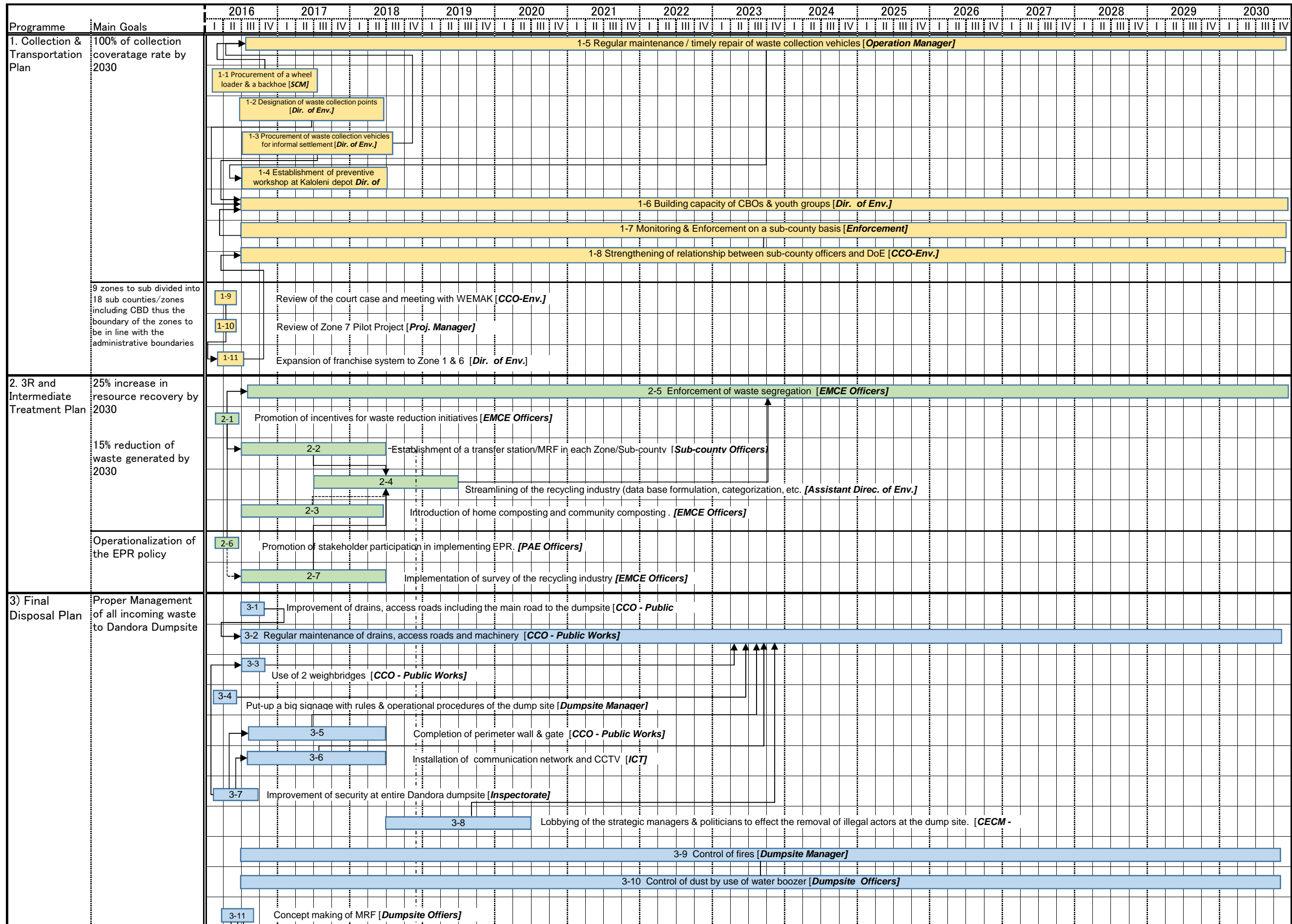
Programme	Updated Main Goals		Updated Action Plans	Timeframe	Responsibility
	Implementation of Comprehensive Community-Based Solid Waste Management Enhancement of public awareness in SWM to both CBOs and communities	8-4	Enhancement of public awareness to get their participation in SWM and to promote 3R	Continuous	PAE Officer
		8-5	Strengthening of coordination among CBOs, NCC and residents on SWM	Mar. 2016	CBO Coordinators
		8-6	Planning, Implementation and Monitoring of Community-Based Organisation's (CBO's) Waste Collection Plan	Apr. 2016	CBO Coordinators
		8-7	Ensuring of legal practice by CBOs	Apr. 2016	Inspectorate
		8-8	Enhancement of CBO capacity and consolidation of their organization into an umbrella group	FY 2016/17	CBO Coordinators
		8-9	Legalisation of community ownership monthly clean-ups benchmarking with Rwanda	FY 2016/17	Director of Env.

Note: \*3 The proposed PPP scheme shall be developed by expanding the traditional PPP (Public-Private Partnership) scheme to also involve the communities concerned.















Programme	Main Goals	2016				2017				2018				2019				2020				2021				2022				2023				2024				2025				2026				2027				2028				2029				2030																														
		I	II	III	IV	I	II	III	IV	I	II	III	IV	I	II	III	IV	I	II	III	IV	I	II	III	IV	I	II	III	IV	I	II	III	IV	I	II	III	IV	I	II	III	IV	I	II	III	IV	I	II	III	IV																																							
4. Organisational Restructuring and Human Resources Development Plan	Establishment of solid waste management public corporation (SWMPC)	4-1 Explanation to stakeholders [CECM - Env.]				4-2 Development of necessary documentation [Dir. of Legal Affairs]				4-3 Approval by County Assembly [CECM - Env.]				4-4 Securement of budget for initial operation of SWMPC [CCO - Env.]				4-5 Transfer of budget, personnel and assets [CCO - Finance]				4-6 Capacity development and Training of staff of SWMPC [CCO - Env.]				4-7 Commencement of operation of SWMPC [CCO - Env.]				4-8 Operation of SWMPC [SWMPC]																																																										
	Operationalisation of SWM working procedures	4-9 Formulation of standard working procedures and manuals [Dir. of Env.]				4-10 Fast track franchising to operationalize use of manuals [CCO - Env.]				4-11 Sensitizing candidates of SWMPC staff for use of SWM working procedures [CCO - Env.]																																																																														
5. Legal and Institutional Reform Plan	Operationalization of a new SWM act and regulations	5-1 Awareness creation on new SWM laws [CCO - Env.]				5-2 Formulation of regulations as appendices to the SWM act 2015 [Env. Officer]				5-3 Simplification of working procedures for procurement and contractual process under the current procurement and disposal act [Dir. of SCM]																																																																														
		6-1 Establishment of cost accounting system for SWM [Accountant of DoE]				6-2 Revision of the waste charging system [CCO - Env.]				6-6 Establishment of a strong monitoring and evaluation system for waste collection and transportation charges and franchise fees [CCO - Env.]				6-7 Legalisation for simplification of the procurement and contractual process for SWMPC [Procurement Dept. of SWMPC]				6-3 Commitment by CECM-Finance and Economic Planning on Quarterly transfer of budget to SWM Special Account [CECM-Finance and Economic Planning]				6-4				6-5 Monitoring of cash flow of General Account [CECM-Finance]																																																														
6. Financial Management	Sustainable and stable increase in ...	7-1 Review of the present franchise project in zone 7, [Project Manager]				7-3 Proposal and implementation of mitigation measures for disputes between NCC and WEMAK [CCO - Env.]				7-2 Introduction of city wide franchise system in all zones if the modified franchise system is workable [CCO - Env.]				7-5 Outsourcing of operational services for new sanitary landfill site to the private sector [Dir. of SCM]				7-4 Continuous and Long-Term Performance Monitoring of Franchisees and Service Providers facilities through SWMPC [Monitoring Unit of SWMPC]																																																																						
7. Private Sector Involvement Promotion Plan*	Delivery of services in low income areas by the concept of cross-subsidy and introduction of new collection service boundaries in cooperation with private sector																																																																																							
	Operation of Services for New Sanitary Landfill Site Management in cooperation with private sector																																																																																							



Programme	Main Goals	2016				2017				2018				2019				2020				2021				2022				2023				2024				2025				2026				2027				2028				2029				2030			
		I	II	III	IV	I	II	III	IV	I	II	III	IV	I	II	III	IV	I	II	III	IV	I	II	III	IV	I	II	III	IV	I	II	III	IV	I	II	III	IV	I	II	III	IV	I	II	III	IV	I	II	III	IV												
8. Public Participation Promotion Plan	Establishment of Public Awareness, Environmental Education and Community Participation (PEC) Unit	8-1 Development of curriculum for regular environmental education at all school levels [PAE Officer]																																																											
		8-2 Implementation of regular environmental education at all school levels [PAE Officer]																																																											
		8-3 Raising Public Awareness through Mass Campaign [PAE Officer]																																																											
		8-4 Enhancement of public awareness to get their participation in SWM and to promote 3R [PAE Officer]																																																											
	Implementation of Comprehensive Community Based Solid Waste	8-5 Strengthening of coordination among CBOs, NCC and residents on SWM [CBO Coordinators]																																																											
	Enhancement of public awareness in SWM to both CBOs and communities	8-6 Planning, Implementation and Monitoring of Community-Based Organisation's (CBO's) Waste Collection Plan [CBO Coordinators]																																																											
		8-7 Ensuring of legal practice by CBOs [Inspectorate]																																																											
		8-8 Enhancement of CBO capacity and consolidation of their organization into an umbrella group [CBO Coordinators]																																																											
		8-9 Legalisation of community ownership monthly clean-ups benchmarking with Rwanda [Dir. of Env.]																																																											





***ANNEX 4.10 Report on Subcontract Work***



## REPORT ON SUBCONTRACT WORK

### A. Setting for Kick-Off Event

A seminar was carried out as the kick-off event after the approval of the IC/R, to disseminate the contents and work items under the JICA assistance for SWM in the City of Nairobi on 18<sup>th</sup> of April, 2012. More than hundred participants attended the seminar not only from relevant government institutions but also from international organisations, universities, NGOs/CBOs, Private Service Providers and the mass media. In order to effectively carry out the event, a local company specializing public relations was contracted.

The sub-contract works were awarded to a following consultant:

Name of Contractor:	Orange Company Ltd.
Address:	Kamburu Drive off Kindaruma Road, P.O. Box 42862, Nairobi 00200 Kenya
Contract Period:	28th March, 2012 until 17th April, 2012
Contract Amount:	Ksh. 403,332

#### A.1 Work Items

- (1) Seminar Setting
  - a. Re-Design and production of roll up banners 1 m in width and 2 m in height
  - b. Decoration of venue branding based on objective of the seminar
- (2) Media and Event Management
  - a. Media management and Media Invites (List and RSVP, press release-draft and content)
  - b. Organize and Conduct interviews with VIP's and Guest of Honor
  - c. Master of Ceremony
  - d. Design and Production of Conference Folders
  - e. Guest List Management (RSVP 10 working days before the Event)

#### A.2 Results of Work

The scenery of kick-off seminar and materials of banners and decoration are shown as follows:



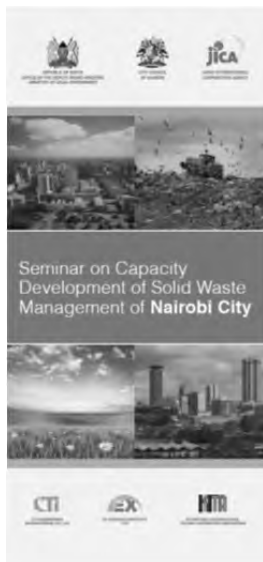
**Kick-Off Seminar and its Handed-Over Ceremony**



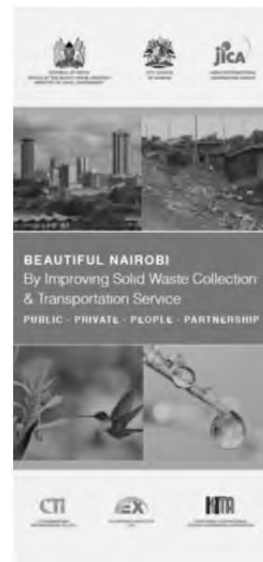
**Venue Decoration**



**Folder for Distribution Handouts**



**Banner (1)**



**Banner (2)**

## **B. Pilot Project of Waste Collection and Transportation in Slum Areas in Cooperation with NGOs and CBOs**

Some works in Output 3, NCC's capacity is strengthened in terms of involvement of CBOs for solid waste collection and transportation, were contracted out to local consultants in annual basis. Summary of the works items and their results are as follows:

### **B1. First Fiscal Year [FY2012]**

The sub-contract works were awarded to a following consultant:

Name of Contractor:	Environmental Technology Africa Ltd.
Address:	P.O. Box 2596 – 00621, Nairobi, Kenya
Contract Period:	24th September, 2012 until 28th February, 2013
Contract Amount:	JPY 4,860,000

#### **B1.1 Work items**

The contractor was assigned to perform the following task:

- (1) Assistance for design and planning of the pilot project;
- (2) Design, production and distribution of promotion materials (e.x. leaflet and poster);
- (3) Assistance for Public Consultation Meetings (workshops and explanatory meetings);
- (4) Procurement of handcarts, rakes, shovels and other equipment for waste collection and transport to collection points; and
- (5) Implementation, Supervision, Evaluation and Monitoring of the Pilot Project.

#### **B1.2 Result of the Work**

The contractor performed all the task mentioned above successfully, except 5) implementation, supervision, evaluation, and monitoring of the PP. For the reasons outside of the contractor / JICA Expert Team control, i.e. general election of 2013, the implementation of the pilot project was postponed until July 2013. Therefore, this task was deferred to second fiscal year (FY2013). The contractor submitted the final report in February 2012, containing all record and data gathered.

### **B2. Second Fiscal Year [FY2013]**

The sub-contract works were awarded to a following consultant:

Name of Contractor:	Environmental Technology Africa Ltd.
Address:	P.O. Box 2596 – 00621, Nairobi, Kenya
Contract Period:	1st July, 2013 until 28th February, 2014
Contract Amount:	JPY 5,800,000

#### **B2.1 Work items**

The contractor was assigned to perform the following task:

- (3) Assistance for Public Consultation Meetings (explanatory meetings); and
- (4) Supervision and Monitoring of the Pilot Project.

#### **B2.1 Result of the Work**

The contractor performed all the task mentioned above successfully, and submitted a final report in February 2014, containing all record and data gathered during the work period.

### **B3. Third and Fourth Fiscal Year [FY2014-FY2015]**

From third year, the contract works were given to two separate consultants.

#### **<Kibera>**

The sub-contract works for Kibera area were awarded to following consultants:

Name of contractor:	Geoplan Associates
Address:	LR NO 403 Mayanja Road, P.O. Box 2212-00200, Nairobi, Kenya
Contract Period:	15th August, 2014 until 3rd September 2015
Contract Amount:	USD 48,600-

#### **B3.1 Work items for Kibera**

The contractor was assigned to perform the following task:

- (1) Identify the capacity of CBO in the Pilot Project area in Kibera and prepare appropriate maps to support operations for solid waste management;
- (2) Conduct Needs Assessment;
- (3) Develop a model for bringing a board all CBOs in Kibera pilot project area;
- (4) Develop a project design of strengthening the capacities of CBOs in Pilot Project area;
- (5) Develop a communication strategy and PR materials;
- (6) Monitor and evaluate the progress and result of the pilot project in conjunction with the Counterparts;
- (7) Develop periodic progress reports; and
- (8) Prepare a detailed final report including, but not limited to, revised project design for rolling out in other area.

#### **B3.2 Result of the Work for Kibera**

The contractor performed all the task mentioned above successfully, and submitted the final report containing all record and data gathered during the contract period.

#### **<Kangemi>**

The sub-contract works for Kangemi area were awarded to following consultants:

Name of Contractor:	Envirowise Consult Ltd.
Address:	P.O. Box 28234-00200, Nairobi Kenya
Contract Period:	15th August, 2014 until 3rd September, 2015
Contract Amount:	USD 50,598.26

#### **B3.3 Work items for Kangemi**

The contractor was assigned to perform the following task:

- (1) Identify the capacity of CBO in the Pilot Project area in Kangemi and prepare appropriate maps to support operations for solid waste management;
- (2) Conduct Needs Assessment;
- (3) Develop a model for bringing a board all CBOs in Kangemi pilot project area;
- (4) Develop a project design of strengthening the capacities of CBOs in Pilot Project areas;
- (5) Develop a communication strategy and PR materials;
- (6) Monitor and evaluate the progress and result of the Pilot Project in conjunction with the C/Ps;
- (7) Develop periodic progress reports; and

- (8) Prepare a detailed final report including, but not limited to, revised project design for rolling out in other area.

#### **B3.4 Result of the Works for Kangemi**

The contractor performed all the task mentioned above successfully, and submitted the final report containing all record and data gathered during the contract period.

## **C. Public Awareness Campaign**

In order to effectively carry out the public awareness raising campaign, local companies specializing public relations and environmental consultancy were contracted. Following discusses the outputs produced through these local contract works.

### **C1. First Fiscal Year [FY2012]**

The sub-contract works were awarded to a following consultant:

Name of Contractor:	Conferencing in a Box Ltd.
Address:	2nd floor, Morningside Office Park, Ngong Road, Nairobi Kenya
Contract Period:	18th October, 2012 until 28th February, 2013
Contract Amount:	JPY 3,060,000


#### **C1.1 Work Items**

- Creation of campaign slogan
- Design, Production of Campaign Materials
- Distribution of the Campaign Materials

#### **C1.2 Result of the Work**

##### (1) Creation of a Project Slogan and Mascot

The slogan and mascot should be representative of the project and must be widely accepted by Nairobi citizens. In light of this, following slogan and mascot were determined in C/P - JET meeting in October 2012 and January 2013, respectively.

Item	Content	Meeting decided the item
Mascot		2012/12/05 C/P Meeting
Slogan	Clean Healthy Wealthy Nairobi	2013/01/28 C/P Meeting

##### (2) Design, Production of Campaign Materials and Distribution of the Campaign Materials

Following campaign goods were produced for both franchising PP area, -- Zone 7, and the waste collection/ transportation service PP in slum areas, -- Kibera and Mukuru slums.

Franchising PP area		Waste collection and transportation services in slum areas in cooperation with CBOs	
Flyer	2,000	Flyer	4,300
Leaflet (Type A)	2,000	Leaflet (Type A)	4,300
Poster	500	Leaflet (Type B)	4,000
Stickers	2,000	Poster (Type A)	1,000
Desk Calendar	800	Poster (Type B)	1,000
T-Shirts	200	Stickers	4,400
		Poster Calendar	3,000
		T-Shirts	400

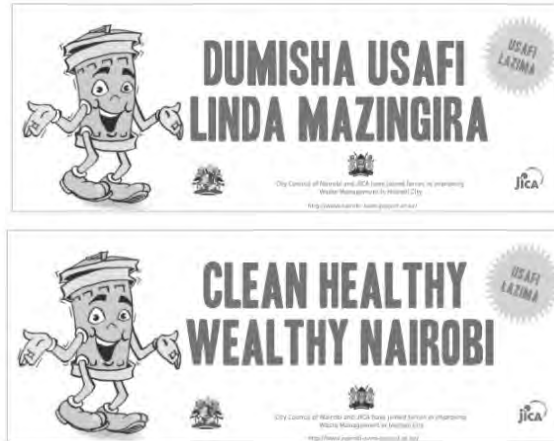
Examples of the campaign goods produced are shown below.



**Common to both PP areas**

Sticker

Intended use:  
Government offices,  
bus stops, matatus,  
and etc.



T-Shirt

Intended use:  
Clean-up campaigns,  
environmental clubs  
in schools, and etc.



**Franchising PP area**

Desk Calendar



Intended use:  
Government offices,  
offices in franchising  
PP area











<p><b>CLEAN HEALTHY WEALTHY NAIROBI</b> USAFI LAZIMA</p> <p><b>May 2013</b></p>  <p>REQUEST TO SEE A PAPERBAG BEFORE GIVING YOUR WASTE TO YOUR WASTE COLLECTOR!</p>	<p><b>CLEAN HEALTHY WEALTHY NAIROBI</b> USAFI LAZIMA</p> <p><b>June 2013</b></p>  <p>IF YOU RECYCLE, WASTE IS A RESOURCE, WASTE IS MONEY!</p>
<p><b>CLEAN HEALTHY WEALTHY NAIROBI</b> USAFI LAZIMA</p> <p><b>July 2013</b></p>  <p>PLEASE SHOPPING BAGS FOR YOUR NEXT SHOPPING TRIP TO HELP CONSERVE THE ENVIRONMENT!</p>	<p><b>CLEAN HEALTHY WEALTHY NAIROBI</b> USAFI LAZIMA</p> <p><b>August 2013</b></p>  <p>IF YOU RECYCLE, WASTE IS A RESOURCE, WASTE IS MONEY!</p>
<p><b>CLEAN HEALTHY WEALTHY NAIROBI</b> USAFI LAZIMA</p> <p><b>September 2013</b></p>  <p>DO NOT LITTER, KEEP THE CITY CLEAN!</p>	<p><b>CLEAN HEALTHY WEALTHY NAIROBI</b> USAFI LAZIMA</p> <p><b>October 2013</b></p>  <p>WASTE MANAGEMENT IS FOR YOUR HEALTH!</p>
<p><b>CLEAN HEALTHY WEALTHY NAIROBI</b> USAFI LAZIMA</p> <p><b>November 2013</b></p>  <p>USE OF COMPOST CONSERVES THE ENVIRONMENT!</p>	<p><b>CLEAN HEALTHY WEALTHY NAIROBI</b> USAFI LAZIMA</p> <p><b>December 2013</b></p>  <p>PRINTING ON BOTH SIDES HELPS CONSERVE TREES AND THE ENVIRONMENT!</p>

**PP areas for Waste collection and transportation services in slum areas in cooperation with CBOs**

Flyer

Intended use:  
Clean-up campaigns,  
workshops, and other  
events

 <p>Project for Capacity Development of Solid Waste Management of Nairobi City</p>	 <p>Project for Capacity Development of Solid Waste Management of Nairobi City</p>
<p><b>Role of City Council of Nairobi (CCN) in this project</b></p>	
<p><b>Mandate of the City Council of Nairobi</b> To provide and manage basic social and physical infrastructure services to the residents of Nairobi</p>  <p>Role of City Council of Nairobi (CCN) in this project: As Kenyan implementing agency of the bilateral governmental project with the Government of Japan, CCN is playing a role as project coordinator and focuses on the following particular activities:</p> <ol style="list-style-type: none"> <li><b>Public awareness raising</b> <ul style="list-style-type: none"> <li>Awareness campaign on "Well-managed waste is a resource"</li> <li>Emphasis on avoidance of illegal waste dumping</li> </ul> </li> <li><b>Solid waste management across the city</b> <ul style="list-style-type: none"> <li>Collection of the waste at designated points in the slums</li> <li>Transportation of the waste and management of final disposal</li> </ul> </li> </ol>	<p>Expansion of the areas of the solid waste management from the pilot project areas to other areas across the city</p>  <p>3. <b>Facilitation of events</b></p> <ul style="list-style-type: none"> <li>Logistical support to CBOs (workshop, clean-up day, explanatory meeting, exchange of best practices with CBOs, environmental competition for city schools, etc.)</li> <li>Representation of the Government of Kenya</li> </ul> <p>Contact: For more information, please contact: <b>Department of Environment, CCN</b> Tel: 020-256372 Email: info@nairobi.go.ke <b>JICA Expert Team</b> Tel: 020-2567857 Email: info@nairobi-ccn-expert-team.org/jica/index.php/contact-enquiry</p>  <p>Project office website: <a href="http://www.nairobi-ccn-expert-team.org/jica">http://www.nairobi-ccn-expert-team.org/jica</a></p>
<p><b>Pilot Project of Waste Collection and Transportation in Slum Areas in Cooperation with NGOs and CBOs</b></p>	
<p><b>Background of this project:</b> This is a bilateral governmental project between the Government of Kenya and the Government of Japan to improve urban environment of Nairobi City and strengthen the capacity of solid waste management (waste collection and transportation) of Nairobi City in informal settlements, in cooperation with Community-Based Organizations (CBOs).</p>  <p>The City Council of Nairobi (CCN), Ministry of Local Government, Kenya and the Japan International Cooperation Agency (JICA) are the implementing agencies of this project. The project is planned to be conducted for four years from February 2012 to March 2016.</p> <p><b>Start of the project:</b> After a project preparation phase collectively undertaken by CCN and JICA Expert Team, a kick-off meeting "Seminar on Capacity Development of Solid Waste Management of Nairobi City" was held at Saruni Park Hotel, Nairobi on 18<sup>th</sup> April 2012. It was well visited by various stakeholders from both public and private sectors and also broadcasted on NTV of Kenya.</p>  <p><b>Project sites:</b> The implementing agencies of this project comprised about 50 village groups of informal settlements in Nairobi and selected two sites to implement the pilot project for the fiscal years 2012 and 2013, namely Kibera and Mukuru Slums. This project is currently executed in cooperation with two CBOs, Enhancing Rehabilitation in Kibera Kenya (ERIKO) in Soweto West Village, Kibera Slum and Volunteer Comprehensive Community Organization (VCCO) in Great Village in Mukuru Slum.</p>  <p>Project office website: <a href="http://www.nairobi-ccn-expert-team.org/jica">http://www.nairobi-ccn-expert-team.org/jica</a></p>	

Poster (Type A/ Type B)

**Appointed Implementing Community-Based Organizations (CBOs)**

**Activity areas of the CBOs:**  
The appointed implementing Community-Based Organizations (CBOs) of the project are Enterprise Revitalization in Kibera Kenya (ERKK) and Villagers' Cooperative Organisation (VCCO) in Mukuru Slum.

**Main operational area of ERKK (Dowry Vind, Gakwani and Othman Villages, Kibera Slum)**

**Main operational area of VCCO (Sisal Village and the surrounding areas of Mukuru Slum)**

**Waste is Wealth!**  
The primary task of these CBOs are that their members, who sort the waste at source (at homes), will have incentives (goods or financial advantages). The waste of the service are directly commercialised to the residents.

**Key players of this project**  
Residents (and businesses)  
Partners: in order to help through CBOs waste collection service system (if waste sorted)  
- supporting both household and community involvement through proper management / handling of waste and recyclables.

**CBO's staff**  
Supporting the long involvement of the residents through its work  
Contributing to better community hygiene (health) conditions.

**Events of this project in Kibera and Mukuru**

**Workshop:**  
Date: Early December 2012  
Topic: Project site public problems related to solid waste management and the level of public awareness.  
Involvement: CBOs, local residents, City Council in Nairobi (CCN), Japan International Cooperation Agency (JICA) and other stakeholders.

**Explanatory meetings:**  
Date: January 2013  
Topic: The importance of proper solid waste management, sanitation, public health and awareness in the city & summary of the pilot project.  
Involvement: Residents of the project areas, CBOs, local leaders, CCN, JICA and other stakeholders.  
Further information: To be communicated through CBOs.

**Clean-up day:**  
Date: December 2012 and / or January 2013  
Topic: Cleaning the long involvement of the project.  
Involvement: Residents in the project areas of the CBOs of this project, and other stakeholders.  
Further information: To be announced by advertising agents of this project.

**Recycling competition (under contemplation)**  
Date: September - December 2012  
Topic: Waste is Wealth! - Win a prize for your recycling product.  
Involvement: Residents of the project areas, CBOs, local leaders, CCN, JICA and other stakeholders.

**Project office website: <http://www.usafi.org/na/na.html>**

Intended use:  
Government offices, bus stops, kiosks, and other relevant sites in slum areas

**CLEAN HEALTHY WEALTHY NAIROBI**

**USAFI LAZIMA**

*Chambua tuka njumbini, kupunguza tuka katika kiji cha chaku, wakaraha mazingira safi pamoja!*

**DUMISHA USAFI LINDA MAZINGIRA!**

CCN in collaboration with CBOs works towards better environment for all!!!

City Council Of Nairobi and JICA have joined forces in Improving Waste Management in Nairobi City

Poster calendar

Intended use:  
Government offices, local residents, offices/shops in slum areas, kiosks and other relevant places

**CLEAN HEALTHY WEALTHY NAIROBI**

**January**

**February**

**March**

**April**

**May**

**June**

**July**

**August**

**September**

**October**

**November**

**December**

City Council of Nairobi and JICA have joined forces in Improving Waste Management in Nairobi City

## **C2. Second Fiscal Year [FY2013]**

As a bottom-up approach, a school competition was held for schools in the PP area for CBO coordination. The participating schools are selected according to student grades (age) / class size, and/or existence of environmental club. Explanation of the Project and PP was given to teachers as well as the school children. In this competition, each participating school worked on environmental education related to solid waste management as extracurricular activity. In the final day of activity, competition was held where each group made a presentation on what they have learnt. Each group was judged from the aspect of understanding, self-motivation, sustainability and creativity and the top three groups were awarded. The purpose of this competition was to let children understand the importance of proper solid waste management through daily issues concerning solid waste e.g. measurement of the volume of the waste from each household and research on the current conditions of solid waste in their neighbourhood.

This sub-contract works were awarded to a following consultant:

Name of Contractor:	Events by Hazel
Address:	Chania Road, Kilimani, Nairobi Kenya
Contract Period:	10th September, 2013 until 31st October, 2013
Contract Amount:	Ksh. 316,000

### **C2.1 Work Items**

- Creation of campaign slogan
- Design, Production of Campaign Materials (including school competition materials)
- Distribution of the Campaign Materials (including implementation of school competition)

### **C2.1 Result of the Work**

The school competition was carried out in the following schools:

School:	Olympic Primary School, Kenya Assembly of God, Spurgeon Academy, Bakhita School
Number of Participants:	128 pupils (8 pupils 4 groups * 4 schools)
Period:	from the first week of September to 11 <sup>th</sup> of October, 2013

In general, the participants, teachers and pupils, were delighted with the competition and learnt a lot from the activity. On the other hand, however, the some issues were raised by the participating schools in which attention should be paid in future event. Such issues are 1) poor time management on start up the event, and 2) no explanation was given for the scoring. Photos below show the school competition held in Kibera, where the Senior Representative of JICA Kenya Office attended as one of judges of competition.



**School Competition in Kibera**

