NAIROBI CITY COUNTY
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GREEN NAIROBI (Environment, Water, Food & Agriculture)
Office of the County Chief Officer - Environment

TENDER DOCUMENT FOR

REQUEST FOR PROPOSAL FOR THE DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE AND TRANSFER OF AN INTEGRATED SOLID WASTE MANAGEMENT SYSTEM FOR THE NAIROBI CITY COUNTY GOVERNMENT.

TENDER NO: NCC/ENV/RFP/109/2025-2026

NAIROBI COUNTY GOVERNMENT
P.O. BOX 30075-00100
E-mail: nairobiprocurement@gmail.com
Website: www.nairobi.go.ke

TENDER CLOSING/OPENING DATE: 8TH JANUARY, 2026 AT 12.00 NOON EAST AFRICAN TIME

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INVITATION TO BID

Tender No. NCC/ENV/RFP/109//2025-2026

Description: REQUEST FOR PROPOSAL TO DESIGN, CONSTRUCT, OPERATE, MAINTAIN AND TRANSFER OF AN INTEGRATED SOLID WASTE MANAGEMENT SYSTEM FOR NAIROBI COUNTY.

1. The Nairobi City County Government invites sealed proposals from qualified and experienced parties for the Design, Construction, Operation & Maintenance of an Integrated Solid Waste Management System for the Nairobi City County Government. The bidders will be required to provide a detailed proposal for collection of municipal solid waste from all designated areas within the County and transport it to a modern waste processing plant, which the Contractor shall provide a detailed proposal to design, finance, construct, and operate. While the processing plant is under construction, the Contractor shall continue to provide uninterrupted waste collection services and transport the collected waste to the existing Dandora Dumpsite, which the Contractor shall also manage, operate, and maintain to world-class environmental, health, and safety standards.

2. The selected bidder will be required to provide the undermentioned project related services including *inter-alia* the following;
   i) Primary collection of municipal solid waste from waste generators in a segregated manner.
   ii) Transportation of municipal solid waste from secondary collection points to the processing facility.
   iii) Setting up and managing Material Recovery Facilities (MRFs) to facilitate transportation of municipal solid waste to the processing facility.
   iv) Designing and setting up a central waste processing facility with a minimum waste processing capacity of **3200TPD** at a place to be provided by the procuring entity.
   v) Operation and maintenance of the waste processing facility as per the laws regulating municipal solid waste management in the country.
   vi) Transportation of inert/residual waste from the processing facility to the earmarked site provided by the procuring entity for engineered land filling.
   vii) Rehabilitate and manage the existing Dandora Dumpsite to world-class environmental, health, and safety standards.
   viii) Undertake routine mechanized street sweeping, litter bin emptying, and installation of additional litter bins across the city as shall be guided by the procuring entity
   ix) Integration of existing service providers in the solid waste management value chain.
   x) Closure and rehabilitation of existing illegal dumpsites across the county.
   xi) Provide leachate treatment facility in all the waste processing facilities and final disposal sites.

3. Tendering will be conducted under Request for Proposal method using a standardized Request for Proposal document and is open to all qualified and interested tenderers both local and international. Bidders may submit their bids as a consortium as per the tender data sheet.
4. Qualified and interested tenderers may obtain further information from the County Government website www.nairobi.go.ke or Public Procurement Information Portal (PPIP) www.tenders.go.ke .
5. A complete set of request for proposal documents shall be obtained electronically from the Nairobi County Website www.nairobi.go.ke or Public Procurement Information Portal www.tenders.go.ke.
6. Tenderers downloading documents from the designated websites shall advise the procuring entity that they have downloaded the tender document giving full contact addresses of the tenderer (email, telephone number and postal address) through **nairobiprocurement@gmail.com**.
7. Tenders shall be quoted in Kenya Shillings and shall include all taxes and capacity building levy at rate of 0.03%. Tenders shall remain valid for 270days from the date of opening of tenders.
8. All Bids must be accompanied by an unconditional Bank Guarantee from a Commercial Bank licensed by Central Bank of Kenya or Insurance Company licensed by Insurance Regulatory Authority of Kenya equivalent to **Kshs 50 Million (Fifty Million)** and valid for the Bid validity period. The Bid Security shall be attached in the Technical Proposal document and shall be valid 270days from the date of tender opening.

9. The Bidders shall chronologically serialize all pages of the tender documents submitted.

10. Completed Request for Proposal (RFP) technical and financial set of documents shall be submitted in hard copies (one original and one copy) in plain sealed envelopes, which shall then be enclosed in a big envelope marked "**DO NOT OPEN BEFORE 8TH JANUARY, 2026** and addressed to:

    County Chief Officer, Environment
    Nairobi City County Government.
    City Hall 4th Floor room 400 Supply Chain Management.
    P.O. Box 30075-00100, NAIROBI, KENYA

11. The complete Bid documents shall be delivered and registered at the office of the Director Supply Chain Management office, located on **4th Floor**, **Room 400** on or before **8TH JANUARY, 2026** at **12:00 NOON EAT.**
12. Electronic Bids **WILL NOT BE** permitted. Late Bids will be **rejected.**
13. Any request for clarification must be submitted through email Seven (7) days before the tender opening date through **nairobiprocurement@gmail.com**
14. The Bid opening will be at **CITY HALL 4th Floor Room 400, Supply Chain Management**

HIBRAHIM OTIENO
COUNTY CHIEF OFFICER, ENVIRONMENT

DEFINITIONS

The following terms used in these Bid Documents shall have the meaning given to them unless otherwise defined herein below:

TERM	DEFINITION
Bid	Shall mean this proposal containing the **Mandatory Requirement, Technical Proposal** and **Financial Proposal** as submitted by the Bidder in response to this RFP Document.
Bidding Company	Shall mean a single entity (Sole Proprietorship/Company) or partnership of firms that shall not exceed **Five** (5) in number.
Bidding Consortium (BC)	Shall mean a group of entities jointly coming together to respond to the RFP. They shall not exceed **Five (5)**.
Bid Documents	Shall mean this Request for Proposal (RFP) together with all its attached Annexes and Standard Forms.
Integrated Solid Waste management system (ISWM)	ISWM is a comprehensive and coordinated approach to handling solid waste (Waste reduction at Source, Reuse and recycle, Collection and transportation, waste treatment and Safe disposal) that brings together multiple methods and activities—from generation to final disposal—in a way that is environmentally sound, economically efficient, and socially acceptable.
Bid Security	Shall have a meaning as referred to in Section 2.11 of this RFP.
Bid Submission Deadline	Shall mean the final date and time for the Bidders to submit their Bids as noted in Invitation to Bid and Tender Data Sheet.
Bid Validity Period	Shall mean the period during which Bids must remain valid as determined under in Invitation to Bid and Tender Data Sheet.
Clause	A clause of these Bid Documents. Request for Proposals.

Consortium Member	Each entity in the Bidding Consortium shall be referred to a "Consortium Member".
Contract Period	Shall mean a period agreed between the two Parties and defined in the contract agreement to be signed by both Parties.
Contracting Authority	Shall mean the Nairobi City County Government (NCCG).
Total Project Cost	Shall mean the development cost offered by the Bidder in the Financial Proposal for the development of the Project which includes the construction costs, all taxes and Value Added Tax (V.A.T) payable, 0.03% Capacity Building Levy and profits expected from the Project by the Bidder.
Successful Bidder	Shall mean the Successful consortium or single entity that offers the best evaluated Technical and Financial Bid and which shall by itself or through a Special Purpose Vehicle enter into a bidding consortium Agreement with NCCG to develop the Project
Financial Proposal	Shall mean the financial plan as submitted by the Bidder in the Request for Proposal.
JBA	Means the Joint Bidding Agreement outlined in Standard Form VIII to be entered into among the members forming the Bidding Consortium.
Lead Consortium Member (LCM)	Shall mean the Lead Consortium Member who shall be vested with the prime responsibility of developing the Project.
Notification to enter into Negotiation	Shall mean the letter issued by NCCG to the Successful Development Partner and shall be as per terms mentioned in Clause 2.23

NCCG	Shall mean the Nairobi City County Government.
Project	Shall mean the REQUEST FOR PROPOSAL FOR THE DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE AND TRANSFER OF AN INTEGRATED SOLID WASTE MANAGEMENT SYSTEM FOR THE NAIROBI CITY COUNTY GOVERNMENT.
Project Facilities	Shall mean collectively all the facilities to be developed by the Successful Bidder at the Project Sites in accordance with provisions of the Contract Agreement.
Project Site	Shall mean the parcels of land as shall be designated by the procuring entity.
RPP Document	Means this Request for Proposal Document.
Technical Proposal	Shall mean the technical plan as submitted by the Bidder as per the format specified under Section V in the Request for Proposal.

COUNTY CHIEF OFFICER, ENVIRONMENT

DISCLAIMER

1. The Nairobi City County Government (NCCG) has taken adequate care in the preparation of this Request for Proposal (RFP). Nevertheless, the Bidder should satisfy itself that the RFP is complete in all respects.

2. Neither NCCG, nor its employees, consultants, advisors accept any liability or responsibility for the accuracy or completeness of, nor make any representation or warranty – express or implied, with respect to the information contained in the RFP, or on which the RFP is based, or any other information or representations supplied or made in connection with the Selection Process.

3. Neither NCCG, nor its employees, consultants or advisors will have any liability to any Bidder or any other person under any law, statute, rules or regulations or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with any information contained in this RFP, the award of the Project, the information and any other information supplied by or on behalf of NCCG or their employees, any consultants or otherwise arising in any way from the selection process for the Project.

4. The RFP does not address concerns relating to diverse investment objectives, financial situation and particular needs of each party. The RFP is not intended to provide the basis for any investment decision and each prospective Bidder must make its / their own independent assessment in respect of various aspects of the feasibilities of the Project. No person has been authorized by NCCG to give any information or to make any representation not contained in the RFP document.

5. Nothing in this RFP is, or should be relied on, as a promise or representation as to the future. In furnishing the RFP, neither NCCG, nor its employees, advisors undertake to provide the recipient with access to any additional information or to update the RFP or to correct any perceived inaccuracies therein.

6. NCCG or its authorized officers / representatives / advisors reserve the right, without prior notice, to change the procedure for the selection of the Successful Bidder or terminate discussions and the delivery of information at any time before the signing of any agreement for the Project, without assigning reasons thereof.

7. NCCG reserves the right to reject any or all of the Bids submitted in response to the RFP at any stage but in accordance with the procurement laws and regulations.

8. NCCG reserves the right to change any or all of the provisions of the RFP. Such changes will be disseminated to all the Bidders.

9. NCCG reserves the right to change, modify, add to or alter the selection process including of additional evaluation criteria. Any change in the selection process shall be communicated to all Bidders.

10. The bidders are encouraged to conduct an independent feasibility study to confirm/ verify information that may be provided by NCCG. Each bidder shall bear the cost of such a study.

11. Bidders are required to obtain all other relevant regulatory approvals prior to

commencement of the project

12. At the end of the concession period, all Project assets shall be transferred to Nairobi City County Government **at no cost**, in good operating condition, subject to an independent technical audit.

SECTION I: INTRODUCTION

1.1 PROJECT BACKGROUND

Nairobi City is experiencing increased environmental pollution due to current poor municipal solid waste management practices from its growing urbanization and population which has seen significant increase in waste generation. This has created severe environmental nuisance and degradation with regards to air pollution, surface and groundwater contamination posing immense threats to the quality of life in the city and its environs. To address this inadequate solid waste management and as part of the Sustainable Solid Waste Management Act 2022 and in accordance with the constitutional guarantee to every citizen on access to a clean and healthy environment, NCCG, wishes to initiate an **Integrated Solid Waste Management System** to ensure a clean and healthy environment in the county.

The proposed integrated system will contribute to the resolution of waste management problems in Nairobi and its environs by reducing the volume of waste, decreasing the need for storage and easing dumpsite management hence mitigate exposures of the environment and humans to the detrimental effects of poorly managed municipal solid waste. This is a step towards taking measures for greenhouse gas (GHG) emissions reduction as a steady global warming measures plan for a low-carbon society in compliance with the Sixth Sustainable Development Goal that emphasizes the provision of safe clean water and a safe environment.

According to the World Bank's Environmental Management guidelines on screening approach and operational procedures mainly Environmental and Social Risks and Impacts (ESSI), an integrated solid waste management system is classified under Category A project and its construction must be preceded by undertaking of a full Environmental and Social Impact Assessment (ESIA) study as outlined in the Second Schedule II of EMCA 1999, Cap 387 and the Legal Notice 101 (Regulations for Environmental Assessment and Audit) amended in 2023 for submission for approval to the National Environmental Management Authority (NEMA). The entire ESIA study process has been designed to:

i). Ensure that potential environmental and social impacts associated with the construction, operation and decommissioning of the proposed project is assessed and if unavoidable they should be minimized, mitigated, and/or offset and an environmental and social management plan developed to aid in

managing the potential impacts appropriately in a manner that is socially responsible and reflects sound environmental management practices.

ii). Conform to the regulatory framework stipulated by the National Environmental Management Authority (NEMA) - the body that will review this report and make decisions on whether or not to grant of an environmental license to the development; and

iii). Comply with international requirements as a condition of accessing international financing from the World Bank/IFC guidelines.

1.2 SCOPE OF WORK

The scope of work shall entail Design, Construction, Operation, Maintenance and transfer of an integrated solid waste management system for the Nairobi city county government which shall include but not limited to the following

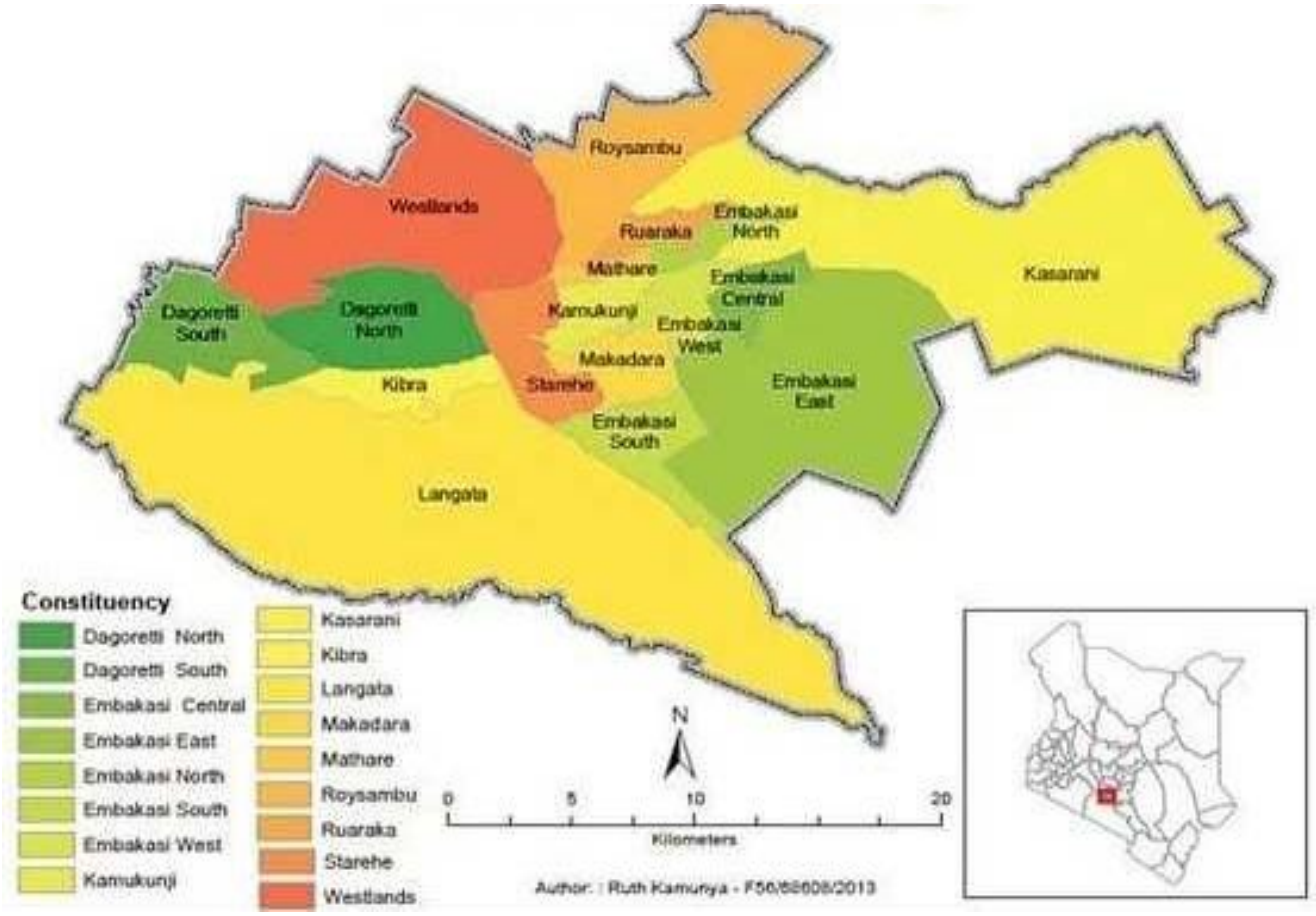
i) Primary collection of municipal solid waste from waste generators in a segregated manner.
ii) Transportation of municipal solid waste from secondary collection points to the processing facility.
iii) Setting up and managing Material Recovery Facilities (MRFs) to facilitate transportation of municipal solid waste to the processing facility.
iv) Designing and setting up a central waste processing facility with a minimum waste processing capacity of **3200TPD** at a place to be provided by the procuring entity.
v) Operation and maintenance of the waste processing facility as per the laws regulating municipal solid waste management in the country.
vi) Transportation of inert/residual waste from the processing facility to the earmarked site provided by the procuring entity for engineered land filling.
vii) Rehabilitate and manage the existing Dandora Dumpsite to world-class environmental, health, and safety standards.
viii) Undertake routine mechanized street sweeping, litter bin emptying, and installation of additional litter bins across the city as shall be guided by the procuring entity
ix) Integration of existing service providers in the solid waste management value chain.
x) Closure and rehabilitation of existing illegal dumpsites across the county.
xi) Provide leachate treatment facility in all the waste processing facilities and final disposal sites.

1.3 ELIGIBILITY CRITERIA

All National/International Companies/Agencies/Firms/Consortiums and service providers as sole entity or in consortium with Investors /Bidders are eligible to apply. Individual or consortium organizations submitting response MUST meet the qualification criteria below;

i). Eligible bidders should have designed, financed, engineered, erected and commissioned an integrated solid waste management system employing suitable technology that meets Statutory Requirements and Emission Standards either in Kenya or overseas in the last 10 years. The facility(ies) should be in operation with a minimum processing capacity of 2500Tons Per Day (TPD) of municipal solid waste.

ii). Should not have been blacklisted or debarred from participating in tenders by any National/ State Government agencies or autonomous bodies or Institutions



1.4 REPRESENTATIVES OF THE PARTIES

1.4.1 NAIROBI CITY COUNTY GOVERNMENT REPRESENTATIVE(S)

The Nairobi City County Government (NCCG) shall have the right to appoint one or more representative(s) to carry out the following:

i) Inspect the performance of the Project in all its stages for the Contract duration; and
ii) Have authority to act on its behalf and issue binding decisions under this Contract within his/her given authority.

NCCG shall notify the Bidder of the name(s) of its' Representative(s) and their delegated authorities and powers. The identity of the person(s) or its replacement appointed by NCCG to act as NCCG's Representative will be made in a separate written notification to the Bidder Ten (10) days prior to their appointment.

1.4.2 BIDDER'S REPRESENTATIVE(S)

The Bidder shall have the right to appoint one or more representative(s) with the authority to act on its behalf and issue binding decisions under this Contract within his/her given authority. The Bidder shall notify NCCG of the name(s) of any Bidder Representative(s) and their delegated authorities and powers. The identity of the person(s) or its replacement appointed by Bidder to act as Bidder's Representative shall be made in a separate written notification to NCCG Ten (10) days prior to their appointment.

Persons appointed by both parties shall form the Project Implementation Team (PIT) to oversee project implementation on behalf of both parties.

SECTION II: INSTRUCTIONS TO BIDDERS

2.1 GENERAL CONDITIONS

2.1.1 Purpose and scope of Bid

This RFP is issued to Bidders interested in developing an integrated solid waste management system for the Nairobi City County Government. The Procuring Entity as defined in the Appendix to Conditions of Contract Invites Bids for **Design, Construction, Operation, Maintenance and Transfer of an integrated solid waste management system for the Nairobi city county government** as described in the Bid documents.

2.1.2 Eligibility and Qualification Requirements:

2.1.2.1 A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 2.3.1 or any combination of such entities in the form of a consortium under an existing agreement or with the intent to enter in to such an agreement supported by a letter of intent. In the case of a consortium, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The consortium shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the consortium during the Biding process and, in the event the consortium is awarded the Contract, during contract execution. The maximum number of consortium members shall be specified in the TDS.

2.1.2.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:

i. Directly or indirectly controls, is controlled by or is under common control with another Bidder; or
ii. Receives or has received any direct or indirect subsidy from another Bidder; or
iii. Has the same legal representative as another Bidder; or
iv. Has participated/bidded in more than one consortium or
v. Has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding this Bidding process; or
vi. Any of its affiliates participated as a Bidder in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
vii. Any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity; or
viii. Would be providing goods, works, or services resulting from the preparation or implementation of the contract specified in this Bid Document or

ix. Has a close business or family relationship with a professional staff of the Procuring Entity who;

- Are directly or indirectly involved in the preparation of the Bid document or specifications of the Contract, and/or the Bid evaluation process of such contract; or
- Would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Biding process and execution of the Contract.

2.1.3.3 Bidders that are state-owned enterprises or institutions may be eligible to compete and be awarded a Contract (s) only if they are accredited by PPRA to be (i)a legal public entity of the state Government and/or public administration, (ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis.

2.1.3.4 A Firm and individuals may be ineligible if their countries of origin (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. A Bidder shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

2.1.3.5 Foreign Bidders are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and Labour) from national suppliers and contractors. To this end, a foreign Bidder shall provide in its Bid documentary evidence that this requirement is met. Foreign Bidders not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided in "SECTION III-EVALUATION AND QUALIFICATION CRITERIA,".

2.1.3.6 Pursuant to the eligibility requirements of ITB 2.3, a Bid is considered a foreign Bidder, if it is registered in Kenya, has less than 51 percent ownership by nationals of Kenya and if it does not subcontract foreign contractors more than 10 percent of the contract price, excluding provisional sums. Consortia are considered as foreign Bidders if the individual member firms are registered in Kenya have less 51 percent ownership by nationals of Kenya and if it does not subcontract foreign contractors more than 10 percent of the contract price, excluding provisional sums

2.1.3.7 The National Construction Authority Act of Kenya requires that all local and foreign contractors be registered with the National Construction Authority and be issued with a Registration Certificate before they can undertake any construction works in Kenya. Registration shall be a condition for Bid upon award of contract.

Application for registration with National Construction Authority may be accessed from the website www.nca.go.ke.

2.2 Bidding Consortium

Bids submitted by a Bidding consortium shall comply with the following requirements;

2.2.1 A copy of the Joint Bidding Agreement entered into by the Bidding consortium partners in the format outlined in Standard Form VIII shall be submitted with the Bid

2.2.2 One of the partners shall be nominated as being the Lead Consortium Member and who shall be authorized to give and receive instructions for and on behalf of any and all the partners of the consortium, and the execution of the contract;

2.2.3 All partners of the Bidding Consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms.

2.3 Bidders Responsibilities

2.3.1 The Bidder shall bear all costs associated with the preparation and submission of the Bid, and the Procuring Entity will in no case be responsible or liable for those costs.

2.3.2 **Site visit and verification of information**

Bidders are encouraged to submit their respective Bids after visiting the Project sites and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

Bidders shall be granted subsequent site visits upon receipt of a written request with a notice of not less than 48 hours prior to the visit. Representatives of the County Government would be available to meet the visiting bidders at the sites. Bidders must provide their own transport and meet all other costs relating to the site visits.

It shall be deemed that by submitting a Bid, the Bidder has:

i) Made a complete and careful examination of the Bidding Documents;

ii) Received all relevant information requested from NCCG;

iii) Accepted the risk of inadequacy, error or mistake in the information provided in the accepted Bidding Documents or furnished by or on behalf of NCCG relating to any of the matters referred to in this bid;

iv) Satisfied itself about all matters, things and information including matters referred to in this bid necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;

v) Acknowledged and agreed that inadequacy or lack of completeness of information provided in the Bidding Documents or ignorance of any of the matters referred to in this bid shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from NCCG, or a ground for termination of the Contract Agreement by the Bidder;

vi) Acknowledged that it does not have a Conflict of Interest; and

vii) Agreed to be bound by the undertakings provided by it under and in terms hereof.

2.3.3 The Bidder and any of its personnel or agents will be granted permission by the Procuring Entity to enter upon its premises and lands for the purpose of such visit. The Bidder shall indemnify the Procuring Entity against all liability arising from death or personal injury, loss of or damage to property, and any other losses and expenses incurred as a result of the inspection.

2.3.4 The Bidder shall provide in the Form of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including charts, as necessary or required.

2.4 BID DOCUMENTS

2.4.1 Contents of Bid Documents

2.4.1.1 The Bid documents comprise the documents listed here below and should be read together with any addendum issued in accordance with Clause 2.6 of these Instructions to Bidders. The Bid document consists of the invitation to submit Bids and the following six (6) main parts, namely: -

SECTION I: INTRODUCTION
SECTION II: INSTRUCTIONS TO BIDDERS
SECTION III: PROJECT BACKGROUND AND EXPECTED OUTPUT
SECTION IV: TECHNICAL PROPOSAL
SECTION V: FINANCIAL PROPOSAL
SECTION VI: GENERAL OUTLINE OF THE CONDITIONS OF THE CONTRACT AGREEMENT

2.4.1.2 The Bidder is expected to examine carefully all instructions, conditions and forms in the Bid document. Failure to comply with the requirements for Bid submission will be at the consortium risk.

2.4.1.3 Pursuant to Instructions to Bidders, Bids which are not substantially responsive to the requirements of the Bid documents will be rejected.

2.4.1.4 All recipients of documents for the proposed contract for the purpose of submitting a Bid (whether they submit a Bid or not) shall treat the details of the documents as "Private and Confidential".

2.5 Inquiries by Bidders:

2.5.1 A Bidder making an inquiry relating to the Bid documents may notify NCCG in writing or email at NCCG's mailing address indicated in the invitation to submit Bid(s). NCCG will respond in writing to any request for clarification which is received earlier than seven (**7) days** prior to the deadline for the submission of Bids. Written copies of NCCG's response (including the inquiry but without identifying the source of the entity) will be sent to all Bidders who have bided. If a Bidder sends an inquiry after the stated days, NCCG shall have the option of either responding to the inquiry and extension of the date of submission of Bids or ignoring it.

2.5.2 The Bid Evaluation Committee shall evaluate the Bid(s) within **30days** from the date of opening the Bid(s).

2.6 Amendment of Bid Documents

2.6.1 At any time prior to the deadline for submission of Bids, NCCG may, for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, modify the Bid documents by issuing an addendum.

2.6.2 Any addendum will be notified in writing or by email to all prospective Bidders who have shown interest by participating in the bidding process.

2.6.3 In order to allow prospective Bidders reasonable time in which to take the addendum into

account in preparing their Bids, NCCG may, at its discretion, extend the deadline for the submission of Bids.

2.6.4 Tenderers downloading documents from the designated websites shall advise the procuring entity that they have downloaded the tender document giving full contact addresses of the tenderer (email, telephone number and postal address) through **nairobiprocurement@gmail.com**.

2.7 PREPARATION OF BIDS

2.7.1 Language of the Bid:

The Bid and all correspondence and documents relating to the Bid exchanged between the Bidder and NCCG 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 in the above stated language. For the purpose of interpretation of the Bid, the English language shall prevail.

2.8 Documents Comprising the Bid:

The Forms submitted with the Bid documents shall be used without exception subject to extensions of the schedules in the same format.

2.9 Currencies of the Bid:

The currency for the purpose of the Bid shall be Kenya Shillings (Kshs). The conversion to Kenya Shillings shall be based on the corresponding Exchange rate specified by the Central Bank of Kenya, on the closing date of Bid submission.

2.10 Bid Validity:

2.10.1 The Bid shall remain valid and open for acceptance for the period stated in the TDS, from the date of Bid opening or from the extended date of Bid opening.

2.10.2 In exceptional circumstances prior to expiry of the original Bid validity period, NCCG may request Bidders for a specified extension of the period of validity. The request and the responses thereto shall be made in writing or email. A Bidder may refuse the request without forfeiting the Bid Bond. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of the Bid Bond correspondingly.

2.11 Bid Security:

2.11.1 As part of its Bid, the Bidder shall furnish to NCCG a Bid Security of Kenya Shillings Fifty Million **(Kshs. 50,000,000)** from an established and reputable bank registered by Central Bank of Kenya (CBK) or an insurance company licensed by Insurance Regulatory Authority of Kenya (IRA).

2.11.2 The Bid Security shall be valid for the period specified in the TDS from the date of Bid opening or from the extended date of Bid opening.

2.11.3 Any Bid not accompanied by an acceptable Bid Security will be rejected by NCCG as non-responsive.

2.11.4 The Bid Securities of unsuccessful Bidders will be returned as promptly as possible but not later than **Thirty-Five (35) days** after concluding the contract signing and after a Performance Security has been furnished by the Successful Bidder to NCCG. The Bid security of the Successful Bidder will be returned upon the Bidder executing the contract and furnishing NCCG with the required Performance Security.

2.11.5 NCCG shall reserve the right to forfeit the Bid Security under the following circumstances:

i). If the Bidder withdraws its Bid at any time during the stipulated period of Bid validity (or as may be extended).

ii). If the bidder, for the period of Bid Validity, in NCCG's opinion, commits material breach of any of the terms and/or conditions contained in the RFP Document and/or subsequent communication from NCCG in this regard.

iii). In the case of a Successful Bidder, if he fails:

- To accept the Notification to enter into negotiation
- To sign the Agreement,
- To furnish the necessary Performance security

2.11.6 In the event that the Bid is declared non-responsive, the Bid Security in such cases shall be returned to the respective Bidder within 35 days from such cessation without interest.

2.11.7 The Bid Security of the unsuccessful Bidders will be returned after 35 days without any interest, following the signing of the contract by the Successful Bidder.

The Bid Security of the Successful Bidder shall be required to be maintained till the signing of the contract.

2.12 No Alternative Offers:

2.12.1 The Bidder shall submit an offer which complies fully with the requirements of the Bid documents unless otherwise provided for in the appendix. Only one Bid **SHALL** be submitted by each Bidder either by itself or as partner in a Bidding consortium.

2.12.2 The Bidder shall not attach any conditions of its own to its Bid. Any Bidder who fails to comply with this Clause will be disqualified.

2.13 Pre-Bid Meeting

2.13.1 There will be NO PRE-BID meeting for this RFP, however, bidders are encouraged to seek any clarification on any issues in the RFP and propose any amendments to the Bid Documents using the address specified in TDS.

2.14 Format and Signing of Bid

2.14.1 The Bidder shall prepare **one original** Bid document and clearly mark it "ORIGINAL." Alternative Bids, if permitted, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the Bid, in the number specified in the TDS and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

2.14.2 Bidders shall mark as "CONFIDENTIAL" all information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

2.14.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the TDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.

2.14.4 In case the Bidder is a consortium, the Bid shall be signed by an authorized representative of the consortium on behalf of the consortium, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

2.14.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D SUBMISSION OF BIDS

2.15 Sealing and Marking of Bids

2.15.1 The Bidder shall deliver the Proposals (Technical and Financial) in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Bid addressed to the Procuring Entity and a warning "DO NOT OPEN BEFORE…**8TH JANUARY, 2026 at 12.00 Noon EAT**.

2.15.2 In the single sealed envelope, or in a single sealed package, or in a single sealed container the following documents shall been closed and shall be addressed as follows;

i). In an envelope or package or container marked "ORIGINAL", all documents comprising the Technical Proposal, and

ii). In an envelope or package or container marked "COPIES", all required copies of the Technical Proposal; and

iii). In an envelope or package or container marked "ORIGINAL", all documents comprising the Financial Proposal,

iv). In an envelope or package or container marked "COPY", all documents comprising the Financial Proposal, The inner envelopes or packages or containers shall:

v). Bear the name and address of the Procuring Entity.

vi). Bear the name and Reference number of the Contract.

vii). And **shall not** bear the name of the bidder.

2.15.3 If an envelope or package or container is not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the proposal. Bids that are misplaced or opened prematurely **shall not** be accepted.

2.15.4 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Procuring Entity not later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Procuring Entity after the deadline shall be declared late and rejected, and promptly returned unopened.

2.16 Deadline for Submission of Bids

2.16.1 Bids must be received by the Procuring Entity at the address specified in the TDS and not later than the date and time also specified in the TDS. When so specified in the TDS, Bidders shall not have the option of submitting their Bids electronically.

2.16.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Bids by amending the Bid Documents subject to the deadline shall thereafter be subject to the deadline as extended.

2.16.3 Any Bid received by NCCG after the prescribed deadline for submission of Bids will be returned unopened.

2.17 Withdrawal, substitution and Modification of Bids

2.17.1 A Bidder may withdraw, substitute, or modify its Bid before opening after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

i) Prepared and submitted in accordance with ITB 2.16 and ITB 2.17 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and

ii) Received by the Procuring Entity prior to the deadline prescribed for submission of Bids.

2.17.2 Bids requested to be withdrawn shall be returned unopened to the Bidders.

2.17.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Form of Bid or any extension thereof.

E BID OPENING AND EVALUATION

2.18 Bid Opening

2.18.1 The Procuring Entity's opening committee shall conduct the opening of the Technical Proposals in the presence of the Tenders' representatives who choose to attend. The opening date, time and the address are stated in the TDS. The envelopes with the Form of Tender (Financial Proposal) shall remain sealed and shall be securely stored by the Procuring Entity until they are opened.

2.18.2 At the opening of the Technical Proposals the following shall be read out:

(i) The name and the country of the Tender or, in case of a consortium, the name of the consortium, the name of the lead member and the names and the countries of all members;

(ii) The presence or absence of a duly sealed envelope of the Form of Tender (Financial Proposal);

(iii) Any modifications to the Proposal submitted prior to Tender submission deadline; and

(iv) Any other information deemed appropriate or as indicated in the TDS

2.18.3 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelopes with the corresponding Tender shall not be opened, but returned to the Bidder. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is readout at Tender opening.

2.18.4 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Bidder. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is readout at Tender opening.

2.18.5 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is readout at Tender opening.

2.18.6 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender- Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.

2.18.7 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation.

2.18.8 At the Tender Opening, the Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders).

2.18.9 The Procuring Entity shall prepare minutes of the opening of technical proposals that shall include, as a minimum:

i). The name of the Bidder and whether there is a withdrawal, substitution, or

modification; and any discounts offered as a separate letter;

ii). Presence of a sealed Financial Proposal Bid;

iii). Any alternative technical proposals, if any;

iv). The presence or absence of a Tender Security, if one was required.

2.18.10 The Bidders' representatives who are present shall be requested to sign the attendance register. The omission of a Bidder's signature on the register **shall not** invalidate the contents and effect of the register. A copy of the tender opening register shall be distributed to all Bidders upon request.

2.18.11 After the technical evaluation is completed, the Procuring Entity shall notify those Bidders whose Proposals were considered non-responsive to the Tender document for not meeting the minimum qualifying technical score, advising them the following:

i) Their Proposal was not responsive to the Tender Document and did not meet the minimum qualifying technical score;

ii) Provide information relating to the Bidder's overall technical score, as well as scores obtained;

iii) Their Financial Proposal Bid will be returned unopened after completing the tender process and contract signing; and

iv) Notify bidders who were responsive at the technical proposal stage and have met the minimum technical score of the date, time and location of the public opening of the Forms of Tender (Financial Proposals) and invite them to attend.

2.18.12 The opening date of the Financial Proposal should allow the Bidders sufficient time to decide on attending the opening and shall not be less than two (2) official working Days from the date of notification of the results of the technical evaluation. Bidder's attendance at the opening of the Financial Proposal **is optional** and is at the Bidder's choice. The Financial proposal shall be opened publicly by the Procuring Entity's opening committee in the presence of the representatives of the successful Bidders who chooses to attend.

2.18.13 At the financial proposal opening, the names of the Tenders shall be read aloud. The Financial proposal will then be inspected to confirm that they have remained sealed and unopened. This Financial proposal shall be then opened, and the total project cost read aloud and recorded.

F. EVALUATION AND COMPARISON OF TENDERS

2.19 Process to be Confidential

2.19.1 After the public opening of Bids, information relating to the examination, clarification, evaluation and comparisons of Bids and recommendations concerning the award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process until the award of Contract is announced.

2.19.2 Any effort by a Bidder to influence NCCG in the process of examination, evaluation and comparison of Bids and decisions concerning award of Contract may result in the rejection of the bid.

2.19.3 Not with standing, from the time of tender opening to the time of contract award, if a Bidder wishes to contact the Procuring Entity on any matter related to the tendering process, it shall do so in writing.

2.20 Clarification of Bids

2.20.1 To assist in the examination, evaluation and comparison of Bids, NCCG may ask Bidders individually for clarification of their Bids. The request for clarification of the response shall be in writing or by email but no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by NCCG during the evaluation of the Bid.

i. If a Bidder does not provide clarifications of its tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

ii. No Bidders shall contact NCCG on any matter relating to its Bid from the time of the Bid opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of NCCG, he shall do so in writing.

2.21 Deviations, Reservations, and Omissions

2.21.1 During the evaluation of tenders, the following definitions apply:
"Deviation" is a departure from the requirements specified in the tender document; "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tender document; and
"Omission" is the failure to submit part or all of the information or documentation required in the Tender document

2.22 Determination of Responsiveness

2.22.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the content of the tender itself.

2.22.2 A substantially responsive Tender is one that meets the requirements of the Tender document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that, if accepted, would:

i). Affect in any substantial way the scope, quality, or performance of the works specified in the Contract; or

ii). limit in any substantial way, inconsistent with the tender document, the Procuring Entity's rights or the Bidder's obligations under the proposed contract; or

iii). if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive tenders.

2.22.3 The Procuring Entity shall examine the technical aspects of the tender submitted to confirm that all requirements have been met without any material deviation, reservation or omission.

2.22.4 If a tender is not substantially responsive to the requirements of the tender document, it shall be rejected by the Procuring Entity and shall not subsequently be made responsive

by correction of the material deviation, reservation, or omission.

2.23 Evaluation of Bids

2.23.1 NCCG will only evaluate Bids determined to be substantially responsive to the requirements as provided for in the Bid documents.

Responsive Bids will be evaluated in the following steps;

Step 1: Evaluation of Mandatory Requirements

i) Evaluation of Mandatory Requirements will be assessed. The Bidder will be expected to meet the minimum eligibility in accordance with the criteria as provided for in the Bid documents

ii) The Bidders should furnish all supporting evidence to support their technical and financial capability. Any Bidder found to be non- responsive shall not be eligible for the next stage of the evaluation process.

iii) The "FINANCIAL PROPOSAL" of such un-Qualified bidders shall be returned unopened.

Step 2: Evaluation of Technical Proposal

In this stage the Bidders' technical proposal will be assessed. The Bidders should furnish all supporting evidence to support their technical proposal.

The evaluation shall be done by the Evaluation Committee in accordance with the provisions in the Instructions to Bidders and Standard Forms contained in this RFP. Technical Proposals will be assessed in accordance with the following parameters:

i). Proposed Technology (6 marks)
ii). Technical Capacity, Process Flow Chart and Material Balance Statement (15 marks)
iii). Waste collection and transportation (33 marks)
iv). Management and Decommissioning of Dandora dumpsite (15 marks)
v). Local Resource Utilization Statement (6 marks)
vi). Time Schedule (12 marks)
vii). Social considerations (2 marks)
viii). Key personnel (11 marks)

Bidders found to be technically incapable shall not be eligible for the next stage of the evaluation process. Their Financial Proposals shall be returned unopened.

A Technical Score (TS) shall be awarded to each evaluated Bidder. A bidder who attains the required cut off **(70%)** marks at the technical evaluation stage shall be eligible for the next stage of evaluation.

Step 3: Evaluation of Financial Proposal

In this stage the Bidders' Financial Proposal will be assessed in accordance with the following parameters but not limited to:

i) Financial Capability
ii) Financial Soundness
iii) Financial Sources

A Financial Score (FS) shall be awarded to each evaluated bidder. The final score for each Bidder shall be arrived at by aggregating the Technical and Financial scores.

2.23.2 The Bid evaluation committee shall evaluate the Bid within 30days of the validity period from the date of opening of the Bids.

2.23.3 NCCG may at any time terminate procurement proceedings before award and **shall not** be liable to any person for the termination.

2.23.4 NCCG shall give prompt notice of the termination to the Bidders and on request give its reasons for termination within 21days of receiving the request from any bidder.

2.23.5 Persons not officially involved in the evaluation of the Bids shall not attempt in any way to influence the evaluation.
2.23.6 Any person who has a conflict of interest with respect to the procurement shall not participate in the procurement proceedings.

2.24 Quality and Cost Based Selection (QCBS) Method

In the case of Quality and Cost Based Selection (QCBS), the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet.

The lowest evaluated Financial Proposal (**Fm**) is given the maximum financial score (**Sf)** of 100. The formula for determining the financial scores **(Sf)** of all other Proposals is calculated as following:

> **Sf = 100 x Fm/ F**, in which "**Sf**" is the financial score**,**
> **"Fm**" is the lowest price, and "F" the price of the proposal under consideration.
>
> The weights given to the Technical (T) and Financial (P) Proposals are:
> **T** = **[0.70],** and
> **P** = **[0.30]**
>
> **Sf = 100 x Fm/ F**,

Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.

2.25 Financial Proposals for QCBS, FBS, LCS

Following the ranking of the Technical Proposals, and after internal approvals, the Procuring Entity shall simultaneously notify in writing to those bidders whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:

i). Their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;

ii). Provide information relating to the Bidder's overall technical score, as well as scores

obtained for each criterion and sub criterion;

iii). Their Financial Proposal will be opened at the public opening of Financial Proposals; and

iv). Notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

G NEGOTIATIONS AND AWARD OF CONTRACT

2.26 Negotiations

2.26.1 The negotiations will be held at the date and address indicated in the Data Sheet with the bidders' representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the bidder

2.26.2 The negotiation committee shall prepare minutes of negotiations that are signed by the negotiation committee and the bidder authorized representative.

2.27 Availability of Key Experts

2.27.1 The invited bidder shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement. Failure to confirm the Key Experts' availability may result in the rejection of the bidder Proposal and the Procuring Entity proceeding to negotiate the Contract with the next ranked Bidder.

2.27.2 Notwithstanding the above, the substitution Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Bidder, including but not limited to death or medical in capacity. In such case, the Bidder shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

2.28 Technical negotiations

2.28.1 The technical negotiations include discussions of the Terms of Reference (TORs), the proposed Technology and methodology, the Procuring Entity's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

2.28.2 At the cost of the bidder that achieves the highest combined technical and financial score, the procuring entity shall conduct due diligence and make recommendation for award of the contract. At least two sites of similar or higher capacity run by the bidder that achieves the highest combined technical and financial score shall be visited to determine technical capacity.

2.29 Financial negotiations

2.29.1 The financial negotiations include among others the clarification of the Bidder's tax liability in Kenya and how it should be reflected in the Contract, development cost, and price of setting up the plant, operational and maintenance costs and transfer period.

2.30 Award

2.30.1 NCCG will award and enter into a contract with the Successful Bidder:

i) Whose Bid is determined to be substantially responsive to the Bid documents,
ii) Who has attained the highest aggregated score in the TECHNICAL and FINANCIAL evaluation and
iii) Who has been assessed as being technically and financially capable

2.30.2 NCCG reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for NCCG's action.

2.31 Notification of Award and Signing of the contract

2.31.1 Prior to the expiry of the Bid validity period prescribed by NCCG, NCCG will issue the Successful Bidder in writing by registered letter that its Bid has been accepted. This letter hereinafter and in all contract, documents shall be called "Notification of intent to enter into a negotiation."

2.31.2 Within fourteen (14) days of receipt of the Notification of intent to enter into a negotiation from NCCG, the Successful Bidder shall send a written acknowledgement agreeing to comply with the conditions set out therein. This notification of intent to enter into a negotiation will constitute the formation of the negotiation subject to the parties signing the contract.

2.31.3 The Successful Bidder shall sign the contract from NCCG within twenty-eight (28) days from the date of receipt of the contract agreement and return it to NCCG together with the required Performance Security.

2.31.4 Upon the furnishing of the Performance Security by the Successful Bidder to NCCG, NCCG will promptly notify other Bidders that their proposals have been unsuccessful and their Bid security will be returned within 30days without interest upon signing of the contract with the Successful Bidder.

2.31.5 In the absence of an administrative review request, failure of the Successful Bidder to enter into a contract within the stipulated period shall constitute sufficient grounds for the annulment of the notification to enter into a negotiation and forfeiture of the Bid security. In such event, NCCG reserves the right to invite the second-best evaluated Bidder for negotiations or, call for fresh Bids OR take any such measures as may be deemed fit in the sole discretion of NCCG including annulment of the Bidding process.

2.32 Performance Guarantee

2.32.1 Within twenty-eight (28) days of receipt of the contract, the Successful Bidder shall furnish NCCG with a Performance Security in an amount stated in the Appendix to Instructions to Bidders.

2.32.2 The Performance Security to be provided by the Successful Bidder shall be an unconditional Bank Guarantee issued at the Successful Bidder's option by an established and reputable Bank registered by Central Bank of Kenya (CBK) and located in the Republic of Kenya or an internationally recognized bank.

2.33 Corrupt or Fraudulent Practices:

2.33.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 "Declaration not to engage in corruption". The Bid submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.

2.33.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any Bidder found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Bids shall be required to complete and sign the "Certificate of Independent Bid Determination" annexed to the Form of Bid.

2.33.3 Unfair Competitive Advantage- Fairness and transparency in the Bid process require that the Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this Bid. The Procuring Entity shall indicate in the TDS firms (if any) that provided consulting services for the contract being Bided for. The Procuring Entity shall check whether the owners or controllers of the Bidder are same as those that provided consulting services. The Procuring Entity shall, upon request, make available to any Bidder information that would give such firm unfair competitive advantage over competing firms.

2.33.4 Bidders shall permit and shall cause their agents (whether declared or not), subcontractors, sub-Bidders, service providers, suppliers, and their personnel, to permit the Procuring Entity to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.

2.34 Appendix to Instructions to Bidders:

The following information regarding the particulars of the Bid shall complement, supplement or amend the provisions of the Instructions to Bidders. Whenever there is a conflict between the provisions of the Instructions to Bidders and the provisions of the appendix, the provisions of the appendix (Data Sheet) herein shall prevail over those of the Instructions to Bidders.

H. TENDER DATA SHEET (TDS)

Reference to ITC Clause	PARTICULARS OF APPENDIX INSTRUCTIONS TO TO BIDDERS
H.A. General Provisions	
	Name of the Procuring Entity: **NAIROBI CITY COUNTY GOVERNMENT** Tender Name: **REQUEST FOR PROPOSAL TO DESIGN, CONSTRUCT, OPERATE, MAINTAIN AND TRANSFER OF AN INTEGRATED SOLID WASTE MANAGEMENT SYSTEM FOR THE NAIROBI COUNTY** Tender No: **NCC/ENV/RFP/109/2025-2026**
HA1	The Bidder selection method is: Quality and Cost Based Selection Method [√] (QCBS) Quality Based Selection Method [ ] (QBS) [ ] Least Cost Selection Method (LCS) [ ] Bidder Qualification Selection Method [ ] (CQS) Fixed Budget Selection Method [ ] (FBS) Single Source Selection Method (SSS)
HA2	Financial Proposal to be submitted together with Technical Proposal in separate envelopes: **Yes**
HA3	A pre-bid conference will be held: **No** Date of pre-Bidder proposal conference: N/A Time & Venue N/A
	The bidders are advised to use the following inputs, project data, reports, etc. in the preparation of the Proposals: ➢ UN Habitat report on waste characterization 2019 report ➢ JICA ISWMP 2010 Report
HA4	Maximum number of members in the Consortiums shall be: **5No.** **Single Entities allowed**
HA5	The list of debarred firms and individuals is available at the PPRA's website www.ppra.go.ke or email complaints@ppra.go.ke
H.B. Preparation of Proposals	

	The Proposal shall comprise the following: 1st Inner Envelope with the Technical Proposal: **Mandatory Documentary Evidence (Preliminary evaluation criteria)** i) Certificate of incorporation or registration ii) Valid Tax compliance certificate or tax exemption certificate iii) A copy CR12 from Registrar of Companies or equivalent for limited companies, Name of Proprietor for Sole Proprietor and Names of Partners for Partnerships iv) Copy of National Identification documents for Directors of the v) company (ID/Passport). vi) The Authorized person to sign the tender on behalf of the Bidder and must sign or initialize all the pages of the Tender where entries (i.e. all the forms) or amendments have been made. vii) The entire/complete original and copy (including attachments) must be well bound, serialized/paginated i.e. 1,2,3… using a numbering Machine or hand written viii) A covering letter in accordance with Standard Form I ix) The Bidders Information Sheet in Accordance with Standard Form II & III x) The Certificate of bidder's visit to site in accordance with Standard Form IV.**N/A** xi) In case of a Bidding Consortium (BC), the Power of Attorney for designating the Lead Consortium Member in accordance with Standard Form V xii) Power of Attorney to the Bid Signatory, signed by the commissioner of oaths in accordance with Standard Form VI. xiii) An undertaking in accordance with Standard Form VII. xiv) In case of a Bidding Consortium (BC), the Joint Bidding Agreement in accordance with Standard Form VIII. xv) **Bid Security of Kshs 50Million (Fifty Million)** for the Project in accordance with Annex A (Appendix to Instructions to Bidders) and Standard Form IX. xvi)The Bidder is not insolvent, in receivership, bankrupt or in the process of being wound up. (Attach Sworn Affidavit) xvii) The Bidder, its sub-consultants and experts have not engaged in or been convicted of corrupt or fraudulent practices. (Fill, Sign and Stamp SD 2 and Declaration and commitment to the code of ethics) xviii) The Bidder is neither precluded from entering into a Contract nor debarred by PPRA. (SD1) xix)The Consultant, its sub-consultants and experts have no conflicts of interest (Fill, Sign and Stamp Certificate of Independent Bid Determination) xx) The requisite two number of copies of Bid documents as stipulated in the RFP. xxi) Firm has submitted a sealed financial proposal. xxii) Original tender document issued by the procuring entity must be retuned without mutilation or manipulation.
H.C Reference to ITC Clause	**PARTICULARS OF APPENDIX TO INSTRUCTIONS BIDDERS**

	i). Proposed Technology (6 marks) ii). Technical Capacity, Process Flow Chart and Material Balance Statement (15 marks) iii). Waste collection and transportation (33 marks) iv). Management and Decommissioning of Dandora dumpsite (15 marks) v). Local Resource Utilization Statement (6 marks) vi). Time Schedule (12 marks) vii). Social considerations (2 marks) viii). Key personnel (11 marks) AND 2nd Inner Envelope with the Financial Proposal: Overall development comprising of but not limited to: i. Financial Capability ii. Financial Soundness iii. Financial Sources
HC1	Participation of Sub-Bidders, and Key Experts in more than one Proposal is **not** permissible
HC2	Proposals must remain valid for ***270*** days after the proposal submission deadline.
HC3	Clarifications may be requested no later than 7days to the bid opening deadline date.
HC4	The contact information for requesting clarifications is: **Director Supply Chain Management** E-mail : **nairobiprocurement@gmail.com**
HC5	The Financial Proposal should state costs in Kenya Shillings (KSHS) at the present value.
H.D Submission, Opening and Evaluation	
HD1	The Bidder **"shall not"** have the option of submitting their Proposals electronically.
HD2	The Bidder must submit: (a) Technical Proposal: one (**1**) original and **1** copy. (b) Financial Proposal: one (**1**) original and **1** copy.

HD3	The Proposals must be submitted no later than: Date: **8TH JANUARY, 2026** Time: **12:00 NOON EAT** The Proposal submission address is: **COUNTY CHIEF OFFICER- ENVIRONMENT** **P.O Box 30075-00100 Nairobi.** **City Hall, Muindi Mbingu Street, 4th floor Room 400** **Supply Chain Management.**
HD4	An online option of the opening of the Technical Proposals is offered: **NO** The opening shall take place at: **CITY HALL** Street Address: **MUINDI MBINGU** Floor Number: **4TH FLOOR SUPPLY CHAIN MANAGEMENT** Room number: **400** City: **NAIROBI** County: **NAIROBI** Country: **KENYA** Date: **8TH JANUARY, 2026** Time: **12.00 NOON EAT**
HD5	The following information will be read aloud at the opening of the Technical Proposals • Tender No. • Bidder(s) name and address • Original and number of copies • Evidence of Bid Security • Evidence of sealed financial proposal envelope • Number of documents/volumes and total number of pages.

H.E0 Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO BIDDERS
HE1	The Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals: Points i) Proposed Technology ii) Technical Capacity, Process Flow Chart and Material Balance Statement iii) Waste collection and transportation iv) Management and Decommissioning of Dandora dumpsite v) Local Resource Utilization Statement vi) Time Schedule vii) Social considerations viii) Key personnel **Total points for the criteria: 100** The minimum technical score (St) required to pass is*:* **70%**

HE2	The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following: Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration. The weights given to the Technical (T) and Financial (P) Proposals are: T = **70** P = **30** Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%. **A bidder who scores the highest weighted scores (Technical + Financial) shall be recommended for consideration of award.**
HE3	The Standstill Period shall be: 14 days The procedures for making a procurement related complaint are detailed in the Public Procurement and Asset Disposal Act 2015 and Regulations 2020. If a Bidder wishes to make a procurement related complaint or appeal, the Bidder shall submit its complaint to the Public Procurement Administrative Review Board.
HF. Negotiations	
HF1	Expected date and address for contract negotiations: Date: **Will be communicate seven days in advance** Address: **Will be communicated seven days in advance**
HF2	Expected date for the commencement of the Project: **To Be Agreed** Location: **NAIROBI COUNTY**
HF3	The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as follows: The publication will be done within **28** days after the contract signing.

	The procedures for making a Procurement-related Complaints are detailed in the "Regulations" available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke. If a Bidder wishes to make a Procurement related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to: **COUNTY SECRETARY & HEAD OF COUNTY PUBLIC SERVICE,** **NAIROBI CITY COUNTY GOVERNMENT** Email address*: nairobiprocurement@gmail.com*

SECTION III PROJECT BACKGROUND AND EXPECTED OUTPUT

Nairobi County is Kenya's capital and largest metropolitan area, with a population exceeding 4.3 million in 2019 and projected to reach more than 7 million by 2035. The city is the country's political, commercial, and innovation hub, contributing approximately 21 percent of Kenya's GDP. Yet the rapid pace of urbanization has outstripped the capacity of infrastructure and institutions to deliver essential services, with solid waste management being one of the least developed urban services.

Nairobi generates an estimated 3,000–3,500 tons of solid waste per day. Only about 45–50 percent of this waste is collected and transported for disposal, with the remainder dumped illegally in open spaces, waterways, and drains. The Dandora dumpsite, Nairobi's primary disposal facility, has long exceeded its design capacity and poses serious risks to human health and the environment. Waste burning, common in both formal and informal settlements, contributes to greenhouse gas emissions and deteriorating air quality.

The waste stream is dominated by organic material, which constitutes about 60 percent of total waste. Without proper treatment, this fraction generates methane, a potent greenhouse gas. Opportunities for composting, recycling, and energy recovery remain underutilized. The informal sector plays a critical role in waste collection and recycling but often under unsafe and exploitative conditions.

Institutional arrangements for waste management are fragmented. While the Nairobi City County Government holds primary responsibility, service delivery is outsourced to private contractors and supplemented by community-based organizations. Weak coordination, limited financing, inadequate enforcement of environmental regulations, and insufficient infrastructure undermine service efficiency. The absence of engineered sanitary landfills, transfer stations, and material recovery facilities constrains Nairobi's ability to transition toward a circular economy.

3.1 Project Rationale

The worsening solid waste management crisis in Nairobi undermines public health, urban resilience, and economic competitiveness. Uncollected and poorly managed waste blocks drains, exacerbates flooding, pollutes water bodies, and degrades air quality. Climate change compounds these challenges by intensifying rainfall patterns and flooding events, which interact directly with inadequate waste infrastructure.

At the same time, the waste sector offers significant opportunities for climate action, resource recovery, job creation, and green growth. With its high proportion of organic and recyclable material, Nairobi's waste stream can support large-scale composting and recycling industries. Improved waste management systems can reduce greenhouse gas emissions, strengthen climate resilience, and generate inclusive employment, particularly for women and youth.

Article 42 of the Constitution of Kenya guarantees every person the right to a clean and a healthy environment, including protection of present and future generations through laws and measures that ensures environmental obligations are met therefore, the Nairobi City County Government intends to adopt a **climate-resilient Integrated Solid Waste Management (ISWM) system**. This system will prioritize waste minimization, segregation at source, recycling, safe treatment and disposal of residuals in engineered sanitary facilities.

It will seek to establish sustainable financing models, enhance institutional capacity, and foster partnerships with the private sector and local communities.

3.2 Proposed Development Objective(s)

The project development objective is **To Design, Construct, Operate, Maintain and Transfer of an Integrated Solid Waste Management System for the Nairobi County** to improve solid waste management services and build institutional capacity while strengthening climate-resilient and environmentally sustainable urban development.

3.3 Project Description

The proposed Integrated Waste Management Project for Nairobi County will prioritize infrastructure and institutional reforms to modernize the city's solid waste system, enhance climate resilience, and improve public health and environmental sustainability. The project will support both physical investments and institutional capacity building, while promoting inclusive participation and sustainable livelihoods.

3.4 Project Phasing

The Project shall be implemented in **three (3) phases** as follows:

Phase 1 – Collection, Transportation, Disposal at Dandora Dumpsite and Construction of Material Recovery Facilities (MRFs) (Duration: 8–12 Months):

This phase includes but not limited to the following activities:

i) Collect and transport municipal solid waste from all designated areas within Nairobi County to the existing Dandora Dumpsite while the Material Recovery Facilities (MRFs) are under construction.
ii) Manage, operate, and maintain the Dandora Dumpsite to **world-class environmental, health, and safety standards**, including access control, waste compaction, fire prevention, leachate management, and traffic organization.
iii) Implement interim engineering works and progressive improvements to enhance safety, environmental performance, and operational efficiency of the dumpsite.
iv) Prepare and submit detailed progress and performance reports on waste tonnage received, site conditions, and compliance with environmental and safety requirements to the Accounting Officer of the Environment Sector.

Phase 2 – Integrated Waste Processing and Disposal:

This includes but not limited to construction of the waste processing facility is expected to take **approximately eight (8) to twelve (12) months** from the commencement of works. Upon successful commissioning of the facility, the service provider shall be required to:

i) Collect and transport all municipal solid waste from across Nairobi County to the operational processing facility.
ii) Process the waste through the facility, ensuring recovery, sorting, and processing of recyclables, compostable and residual fractions in accordance with the approved performance standards.
iii) Transport and safely dispose of the residual waste to a designated engineered landfill, which the service provider shall operate and manage in compliance with applicable laws and environmental standards.

iv) Maintain in co-ordination with the County on continuous monthly data sharing, monitoring, and reporting on volumes processed, diversion rates, and landfill utilization.

Phase 3 – Decommissioning of the Dandora Dumpsite

This shall entail but not limited to a structured process of closing the old dumpsite, to reduce its harmful impacts, and restoring the land for future beneficial use. Key components include:

i) **Site Closure Planning**
   - **Waste removal or stabilization:** Containing and organizing existing waste piles to prevent further spreading or contamination.
   - **Capping:** Covering waste with earthen layers to reduce rain infiltration and gas (methane) emissions.

ii) **Leachate control:** Installing collection systems to redirect and treat contaminated water away from soil and waterways.

iii) **Environmental Rehabilitation**
   - **Slope stabilization and soil cover:** Reshaping the terrain and adding clean soil to prevent erosion.
   - **Drainage improvements:** Building stormwater and leachate drainage to control runoff and reduce leachate flow into the Nairobi River.

iv) **Community & Social Mitigation**
   Livelihood transition support for waste pickers who depend on the site.
   Land-use planning for alternative uses such as parks and recreational facilities once rehabilitated

3.5 Technology considerations

Bidders are encouraged to use innovative design, technologies that adopt and taking into consideration cost, time and quality. The bidders shall incorporate:

i) Green energy generation and consumption concepts that limit the carbon footprint, through creating structures and using processes that are environmentally responsible and resource efficient through a building life cycle, from siting to design, construction, operation and maintenance. This should include green designs, energy and resource efficient installations, soft and hard landscaping, solar water heating, rainwater harvesting, waste water recycling, etc. They must demonstrate the incorporation of green building solutions in the project design.
ii) The designs should incorporate sustainability and maintainability of the facility and related amenities, bearing in mind the objective of value for money.
iii) The Bidder is encouraged to utilize Alternative Building Materials and Technologies (ABMT) in the development of the plant.
iv) Bidders will be required to indicate cost of construction under the model which shall be detailed in their Financial Proposal.

3.6 BUILDING STANDARDS

Designs and construction will be expected to conform to Kenya National Standards as provided for in the Building Code, Physical and Land Use Planning Act (No. 13 of 2019), Kenya Bureau of Standards (KEBS), National Environment Management Authority (NEMA), Energy Act 2019 and such other sectoral and national laws/standards manuals/ regulations, and Euro-codes where applicable. These standards will form the minimum design requirements and bidders are encouraged to be innovative and creative in developing their proposals.

3.7 DESIGN COMPONENTS

3.7.1 DRAWINGS

Successful bidder shall Undertake/obtain the Following at their own cost:

3.7.1.1 Site Investigations

- Confirm size and site layout,
- Conduct topographical survey and
- Any other relevant investigations

3.7.1.2 Designs

- Master plan and Schematic layout for the facilities
- Architectural designs (include site layouts, floor plans elevations and sections)
- Landscaping designs.
- Structural/mechanical Engineering designs
- Electrical Engineering designs
- Civil Engineering work designs (Road, Water, Gas reticulation, Sewer System, Storm water and solid waste management)
- Any other relevant designs

3.7.2 Development permits

The following permit/licenses are necessary but not limited to**:**

a) Environmental and Social Impact Assessment license
b) Planning approvals from NCCG
c) National Construction Authority approvals
d) Any other relevant approving authority/agencies

All designs and details of development to be undertaken must be approved and submitted by registered and practicing/accredited consultants in Kenya.

3.8 SUGGESTED CONTENT FOR AN ENVIRONMENTAL AND SOCIAL POLICY

3.8.1 The Works' policy goal, as a minimum, should be stated to integrate environmental protection, occupational and community health and safety, gender, equality, child protection, vulnerable people (including those with

disabilities), gender-based violence, HIV/AIDS awareness and prevention and wide stakeholder engagement in the planning processes, programs, and activities of the parties involved in the execution of the Works. The policy should set the frame for monitoring, continuously improving processes and activities and for reporting on the compliance with the policy.

3.8.2 The policy should, as far as possible, be brief but specific and explicit, and measurable, to enable reporting of compliance with the policy in accordance with the Particular Conditions of the Contract as provided for in the Bid document and the General Conditions of Contract.

As a minimum, the policy is set out to the commitments to:

(i) apply good international industry practice to protect and conserve the natural environment and to minimize unavoidable impacts;
(ii) provide and maintain a healthy and safe work environment and safe systems of work;
(iii) protect the health and safety of local communities and users, with particular concern for those who are disabled, elderly, or otherwise vulnerable;
(iv) ensure that terms of employment and working conditions of all workers engaged in the Works meet the requirements of national labor laws of Kenya;
(v) be intolerant of, and enforce disciplinary measures for illegal activities. To be intolerant of, and enforce disciplinary measures for gender violence, child sacrifice, child defilement, and sexual harassment;
(vi) incorporate a gender perspective and provide an enabling environment where women and men have equal opportunity to participate in, and benefit from, planning and development of the Works;
(vii) work co-operatively, including with end users of the Works, relevant authorities, contractors and local communities;
(viii) engage with and listen to affected persons and organizations and be responsive to their concerns, with special regard for vulnerable, disabled, and elderly people;
(ix) provide an environment that fosters the exchange of information, views, and ideas that is free of any fear of retaliation;
(x) minimize the risk of HIV transmission and to mitigate the effects of HIV/AIDS associated with the execution of the Works;

3.8.3 The policy should be signed by the senior manager of the Procuring Entity. This is to signal the intent that it will be applied rigorously. When preparing the specifications have regard to the relevant General Conditions of Contract and Particular Conditions of Contract.

SECTION IV TECHNICAL PROPOSAL

4.1 TECHNICAL BID REQUIREMENTS

Technical Proposal shall be comprised of the Design Proposals for the Works. The Procuring Entity shall then consider the Technical Proposal of the Bidders who have been found responsive. The Procuring Entity shall allocate scores for each criterion as indicated in the table of Scores below. The Procuring Entity will evaluate the Technical Proposals of all tenders that pass Preliminary examination for Determination of Responsiveness using the following criteria and scoring system. This is to ensure that the Procuring Entity opens and considers Financial Proposals that meet the threshold score of the Technical Proposal.

4.2 TECHNICAL SCORES

The Technical Proposal shall be evaluated and scored using a scale of 100% allocated according to the quality, thoroughness and credibility of the Technical Proposal elements as defined in Annex B (Technical Bid Requirements). The available total points and relative weights for these elements are presented in the following table:

No.	Parameter	Max Score	Requirements	Evaluated as:	Score
1	Proposed Technology	6	Technology deployment (Evidence of Technology ownership) (The proposed design should be in compliance with international standard of engineering under FIDIC	Biological treatment	6
				Mass Incineration	4
				Pyrolysis	2
				Gasification	2
2	Technical Capacity, Process Flow Chart and Material Balance Statement	6	Technical capacity (capacity of existing waste processing facilities built and operated by the bidder). provide evidence e.g. References, Award letters, Completion certificates, Operational websites	≥ 5000 tons/day	6
				3000-4999 tons/day	4
				2500-2999 tons/day	3
				<2500 ton/day	1
		6	Process flowchart	Greenhouse gas emission and mitigation **(Compliance with latest EU Standards)**	3
				Handling of Residual Inert Matter (re-use)	2
				Land filling inert	1
		3	Material balance statement (Percentage of residual waste)	≤ 10 %	3
				11-20%	2
				>20%	1
3	Waste collection and transportation	1033	Fleet capacity (attach copies of logbooks and lease agreements for fleet not owned by the bidder)	**Refuse compactors (12Tons and above)** ≥100 No. 50-99 No. <50No.	 9 7 5

				Skip loaders (6Tons and above with 3No. complementary skips each) ≥30 No. 10-29 No. <10No.	 7 5 2
				Tippers (12Tons and above) ≥30 No. 10-29 No. <10No.	 6 4 2
				Three-wheeler auto cargo rickshaw ≥200 No. 100-199 No. <100No.	 5 3 2
				Mechanized street sweepers ≥50 No. 30-49 No. <30No.	 6 4 2
4	Management and Decommissioning of Dandora dumpsite	15	Heavy equipment/ machinery capacity (attach copies of logbooks and lease agreements for fleet not owned by the bidder)	**Excavators (≥200Hp)** ≥20 No. 15-19 No. <15No.	 7 5 3
			Decommissioning technology	**Comprehensive plan for closure and rehabilitation the old dumpsite** Excellent Good Fair Poor	 8 5 3 0

5	Local Resource Utilization Statement	4	Local Manpower Deployment	≥30 %	4
				<30 %	2
		2	Proposed organizational structure	Organizational structure depicting spread of local manpower deployment (Managerial, Supervisory and support)	2

6	Time Schedule	4	Fleet mobilization period	≤4months	4
				5-12months	3
				>12 months	1
		4	Construction	≤12months	4
				13months above	2
		4	Decommissioning	≤12months	4
				13months above	2
7	Social considerations	2	Relocation and Compensation	Compensation plan	1
			CSR Social amenities	CSR Plan Proposed Social amenities plan	1
8	Key personnel (All key personnel MUST sign the forms provided in the RFP document)	11	Project Manager	• Bachelor's degree in Engineering, Environmental Science, or related field • Minimum **10 years' experience**	2
			Design Manager / Lead Engineer	• Degree in Civil, Environmental, Mechanical, or Electrical Engineering • Minimum **8 years' experience**	2
			Construction Manager	• Degree in Engineering or Construction Management • Minimum **8 years' experience**	1
			Operations Manager	• Degree in Environmental Science, Engineering, or Operations Management • Minimum **7 years' experience**	1

			Environmental, Health and Safety (EHS) Manager	• Degree in Environmental Science, Environmental Engineering, or related field • Minimum **7 years' experience**	1
			Waste Management or Recycling Specialist	• Degree in Environmental Science, Waste Management, or related discipline • Minimum **10 years' experience**	2
			Financial Manager	• Degree in Finance, Accounting, or Economics, CPA (K • Minimum **7 years' experience**	1
			Community Liaison or Stakeholder Engagement Officer	• Degree in Social Sciences, Communications, or related field • Minimum **5 years' experience**	1
	Total	**100**			

Note:

i) The number of points to be assigned to each of the above Key Experts positions shall be determined by meeting the minimum qualification as provided in the table above and each must fill **STANDARD FORM XIV**.

ii) Bidders who will attain an overall score of 70% and above in the Technical Evaluation shall proceed to the Financial Evaluation stage. Those who do not attain the score shall be considered non-responsive and shall not be considered for financial evaluation

Table 2 – **Land Usage Guidelines**

Land use guidelines as proposed to be implemented on various site

Bidder to propose land required for every component in the table below:

	Land Use	**Approx. size of land required (Ha)**
1	Waste processing facility	
2	Material Recovery Facilities (MRF)	
3.	Temporary waste holding ground.	
4.	Engineered landfill site	
5.	Any other (specify)	

SECTION V: FINANCIAL PROPOSAL

Bidders who will attain an overall score of 70% and above in the Technical Evaluation shall proceed to the Financial Evaluation stage. Those who do not attain the score shall be considered non-responsive and shall not be considered for financial evaluation.

5.1 The Financial Bid

Each Bidder shall submit a complete Financial Bid, by duly completing tables 3, 4,5 and 6. The Bidders shall not amend or change the Financial Bid Forms, in any way whatsoever, other than for duly filling the required data. Any Bid which does include amendments or additions of whatsoever nature to the Financial Bid Forms shall be rejected.

5.2 Memorandum of Understanding between the Bidder and the Lender(s)

Should the Bidder require financing for the Project from Lender(s), as part of the Financial Bid, the Bidder shall submit a signed MoU between the Bidder and the Lender(s) expressing the Lender's interest in financing the Project in case the Bidder becomes the Successful Bidder.

5.3 Financial Bid Basic Conditions

5.3.1 Any Financial Bid including any conditions, provisions, restrictions, basis of Financial Bid calculations or assumptions of whatsoever nature presented in any form other than the prescribed form shall be rejected.

5.3.2 Any Financial Bid including any alterations, amendments or changes in the Financial Bid Forms 3 or 4 other than filling these forms as indicated, shall be rejected.

5.3.3 In the event of any discrepancy between words and figures in the Financial Bid Forms, the amounts indicated in words shall prevail.

The Financial Bid shall be evaluated against two Financial Sections as follows:

i). Financial Capability

Bidders including members of consortium shall provide financial information to demonstrate that they meet the requirements stated in the instruction to bidders. Each bidder or member of the consortium must fill as provided in STANDARD FORM III. If necessary, use separate sheets to provide complete bank information. The bidder shall attach audited and certified financial statements for the last three (3) years (for the bidder firm or each member of the consortium)

ii). Financial Soundness

The bidder shall provide a summary of actual assets in Kenya Shillings for the past three years and based on known commitments summarize projected assets and liabilities, profits, annual projected turnovers in Kenya Shillings for the next two years. The information should be filled as provided in FORM FIN-1.

5.4 The financial statements shall:

Be complete including all notes to the financial statements. Be audited by a certified audit firm. Reflect the financial situation of the Bidder or any party constituting the tenderer and not sister or parent company unless the parent company is a sole shareholder.

Note:

i). Members of consortium may submit their financial statements certified by a registered accountant and supported by tax returns, if audits are not required by laws of their countries of origin.

ii). Where projects or financial statements are valued in foreign currencies, the project value shall be in Kenya Shillings exchange rate by the central Bank of Kenya as at the date of audited financial statements.

5.4.1 Financial Evaluation Matrix

Financial evaluation shall contribute **30%** of the Total Score

Table 3: Financial Evaluation Matrix

No.	Parameter	Max Score	Requirements	Evaluated as:	Score
1	Proposed years of operation by the bidder	20	Duration in Years	≥ 25Years	2
				20-24Years	5
				11-19Years	10
				≤ 10 Years	20
2	Financial Soundness as per Audited financial statements	40	Average Annual Turnover (as a percentage of the Total project cost)	>200%	40
				100- 200%	30
				80-99%	20
				50-79%	10
				Below 50%	0
		20	Average Net Worth (Total Assets – Total Liabilities) as a percentage of the Total project cost.	> 400%	20
				300- 400%	15
				200-299%	10
				100-199%	5
				Below 100%	0
3	Available credit line/ Cash for the project	20	Evidence of availability cash or credit line	≥100USD(Million)	20
				50-99 USD(Million)	10
				30-49 USD(Million)	5
				≤ 29 USD(Million)	0
	Total	**100**			

5.4.2 Financial Sources

The bidder shall specify the proposed sources of financing available to meet the cash flow requirements for the proposed project in the format provided in Table 4 of this RFP. The bidder shall provide, a letter from a **Tier 1** Bank indicating available line of credit for this project and/or a certificate from statutory auditor confirming the available cash reserves as on the last date of the preceding financial year. Cash reserves will be calculated excluding any short-term liabilities

Table 4: Sources of Financing

S/No.	Source	Amount (Kshs)
1		
2		
3		
4		
5		

5.4.3 Bills of quantities

The bidder to breakdown the cost per item

Table 5: Bills of Quantities

	Item	Proposed Cost (Kshs)
1	Collection, mechanized street sweeping, litter bin emptying and transportation of municipal solid waste	
2	Designing and setting up MRFs, a Central Waste Processing Facility, leachate treatment facilities and Inert/residual Waste Disposal Facility that meets FIDIC standards	
3	Rehabilitation/Decommissioning and management of the existing Dandora Dumpsite	

Note:
All costs should include **16%** VAT and **0.03%** Capacity Building Levy

Table 6: Project Revenue Streams

S/No	Source	Amount (Kshs)
1		
2		
3		
4		
5		

Bidder or Consortium Member Name. ……..……..

Signature …… Date……

There are 100 maximum possible points to be scored in the financial evaluation. The financial points shall have a weight of 30% in the overall aggregate score.

Financial Marks shall have an overall weight of 30%.

$\mathbf{F\chi} = FS \times 30\%$

Where:

FS is the financial score obtained in Table 3; and $F\chi$ is the weighted average Financial Score

Overall Weighted score = $\mathbf{T\chi + F\chi}$

The Bidder who shall have attained the highest Overall Weighted Score shall be recommended for consideration for award.

SECTION VI: GENERAL OUTLINE OF THE CONDITIONS OF THE CONTRACT AGREEMENT

The final terms of the Contract Agreement shall be agreed upon between NCCG and the Successful Bidder before commencement of the Project. The Contract Agreement shall indicate the general terms and conditions stipulated under this section of the RFP.

6.1 PROPOSALS

6.1.1 Duty to Carefully Examine these Instructions

Bidders are advised to carefully examine the instructions contained herein and be satisfied with the conditions that must be satisfied prior to submitting a proposal and to the conditions that affect the award of the contract.

6.1.2 Necessity for Careful Examination of Site Plan, Specifications

The Bidder shall carefully examine the project site and shall investigate and be satisfied as to the conditions to be encountered, the character and quantity of surface and sub- surface materials or obstacles to be encountered, rights of way and easements at or near the site, the work to be performed and the materials to be furnished as required by the RFP. Any failure by the Bidders to acquaint themselves with the information that is available or with reasonable investigations that may be available will not relieve them from responsibility to properly estimate the difficulty or cost to perform the works.

6.1.3 Clarification During Bidding

The Bidder shall examine the RFP documents in preparing the Bid and shall report to NCCG any omissions, discrepancies or apparent errors found in the RFP document. Prior to the date of Bid opening, the Bidder shall submit a written request to NCCG for clarification and NCCG may give such clarification in the form of addenda to all Bidders.

Only NCCG's authorized personnel is authorized to answer questions or prepare addenda relating to the project. Information obtained from any other source shall not bind either party, may not be relied upon and shall have no standing in any event that may occur.

6.1.4 Proposal Documents:

Each proposal will consist of:

i). Technical Proposal which shall also contain the Mandatory Requirements;

ii). Financial Proposal

6.1.4.1 Proposal Package:

Any proposal submitted that is not signed by the Bidder or the Bidder's duly authorized representative shall be rejected by NCCG as non-responsive.

6.1.4.2 Power of Attorney:

When an agent signs the Bid, a power of attorney shall be submitted with the proposal. Failure to submit the Power of Attorney may result in rejection of the Bid as irregular and unauthorized.

However, a Power of Attorney is not necessary in the case of a Partner is a single Entity.

6.1.5 Competitive Bidding

If more than one proposal is offered by an individual or business entity or combination thereof, under the same or different names, all such proposals may be rejected.

6.2 DESIGN REQUIREMENTS

6.2.1 Scope of Work:

The Bidder shall furnish to NCCG complete sets of all architectural, landscape and engineering services drawings and Bills of Quantities and detailed specifications necessary to complete the project in accordance with the requirements of the contract documents.

From the approved drawings and detailed specifications, the Bidder shall furnish all labour, materials, equipment, services and transportation necessary for the complete construction of the project, including site works, structures, utilities, plant and landscaping.

6.2.2 Intent of Contract Documents:

The intent of the contract documents is to provide NCCG with a project that is complete in all respects. All items necessary or reasonably required are to be provided to produce a complete, operational and sustainable project.

6.2.2.1 Laws and Codes

For any item for which the above codes are not applicable, the Bidder shall comply with the requirements of the latest edition of the Kenya Building Code.

Codes and specifications incorporated by reference shall be those of the latest edition at the time of receiving proposals, unless otherwise specified.

NCCG shall nominate its technical staff to provide material testing and inspection services during construction. The testing and inspection services team shall solely be responsible to NCCG and the Project Managers for observation of construction, determination of adherence to the contract documents (including approved plans and specifications) and compliance with the applicable codes and standards.

6.2.2.2 Plans and Specifications

The plans and specifications shall state the design codes, standards and requirements used for the development of the plans including the edition and applicable sections.

Plans and specifications shall include a quality control programme and an implementation plan to ensure that the completed project complies in all respects to the project requirements.

The design professionals engaged by the Bidder shall specify all tests and inspections that are required by the building code and that are appropriate to achieve the project goals. The design professionals on record shall be retained to provide normal construction administration services and shall make periodic visits to site to observe the quality of the works.

The final design drawings, specifications and calculations shall be approved by NCCG and

signed and stamped by the appropriate registered professionals as complying with the requirements of the applicable codes, standards, practices and regulations.

The design professionals on record shall retain full responsibility for the design.

The Successful Bidder shall incorporate changes, if any, resulting from plan check, peer review and / or NCCG's requirements into the final design without additional cost to NCCG. Such final drawings and specifications shall be re- submitted to NCCG for approval.

6.2.2.3 Plan Approval by NCCG

No plans shall be used for construction without the express written approval of NCCG's authorized representative.

At the discretion of NCCG, the project may be approved in parts provided that each part is assessed as in full compliance with the applicable requirements and can be completed without compromising compliance of the total project.

Any changes, alterations, substitutions or modifications made to the approved plans during construction must be approved in writing by NCCG's authorized representative, where they may be construed to impact on the adherence to the applicable codes, standards or regulations.

The Successful Bidder shall incorporate without additional cost to NCCG, any changes, alterations, substitutions or modifications made to the approved plans that are required during construction to satisfy code requirements, including those not previously identified in the approved plans, or to properly implement the approved plans, or where observed workmanship and / or discovered conditions so require.

The Successful Bidder shall be responsible for payment of applicable fees and shall incorporate any modifications required in the drawings and detailed specifications without additional cost to NCCG.

NCCG shall issue a certificate of completion when satisfied that the approved plans have been implemented and that all inspection and technical code and standards compliance issues identified during construction have been satisfactorily resolved.

6.2.3 Drawings and Specifications:

6.2.3.1 Quality Requirements:

The Successful Bidder shall submit to NCCG for approval, a complete set of drawings and detailed specifications necessary to construct the project, including drawings and detailed specifications for site layout, utilities and landscaping.

It is required that these drawings and specifications be prepared by registered professionals under the law.

6.2.3.2 Plan Review and Testing Inspection Services:

NCCG and the Successful Bidder shall each appoint a Project Manager to oversee /co-ordinate the project. The Project Manager shall also have the responsibility for enforcement of all applicable codes, standards and related responsibilities.

6.2.3.3 Submittals:

The Successful Bidder shall submit all detailed fabrication drawings, material list and manufacturer's equipment brochures setting forth in detail the work as it is to be performed by the Successful Bidder. Submittals shall be approved by NCCG prior to use of the materials for the works.

6.2.3.4 Divisions of the Performance Specifications:

The performance specifications are divided into sections for convenience as set forth in the standard format. The actual limitations of work in the various trades and/or sections of the specifications are the responsibility of the Successful Bidder.

6.3 CONDUCT OF CONSTRUCTION WORK

6.3.1 Laws to be Observed – Generally:

The Successful Bidder shall observe all Government Laws that affect the work under this contract.

The Successful Bidder shall hold harmless defend and indemnify NCCG against any claim arising from the violation of any law, whether by itself or its agents, employees or subcontractors.

If a conflict arises between the provisions of this contract and any other law, the Successful Bidder shall immediately notify NCCG's Project Manager in writing.

"Law" as used in this paragraph includes statutes and regulations adopted as well as executive orders, authoritative interpretations and other rules and directives issued by legally constituted authority.

6.3.2 Laws to be observed – Regarding Labour:

6.3.2.1 Labour:

The Successful Bidder shall comply with the provisions of the Kenyan Labour Laws.

i). The Successful Bidder shall permit access by representatives of NCCG upon reasonable notice to its books, records, accounts, other sources of information and its facilities as NCCG shall require to ascertain compliance with this Clause.

ii). The Successful Bidder and its Sub-Contractors shall give written notice of their obligations under this Clause to labour organizations with which they have a collective bargaining or other agreement.

6.3.2.2 Prevailing Wage:

Wages payable shall not be below minimum rates applicable as approved by the Cabinet Secretary that may be paid by the Successful Bidder on a public works contract. Nothing herein contained shall be construed as preventing the Successful Bidder from paying more than the minimum rates set forth.

Public works also means hauling refuse from a public works site to an outside disposal location.

No extra compensation whatsoever will be allowed by NCCG due to the inability of the Successful Bidder to hire labour at minimum rates for the necessity for payment by the Successful Bidder of subsistence, travel time, overtime or other added compensations, all of which possibilities are elements to be considered and ascertained to the Successful Bidder's own satisfaction in preparing the Bid.

If it becomes necessary to employ crafts other than those listed, the Successful Bidder shall notify NCCG immediately and NCCG shall/ will ascertain additional prevailing rates and the rates thus demanded shall be applicable as minimum from time of initial employment.

The Successful Bidder and any Sub-Contractor under the Successful Bidder shall comply fully with all labour laws.

The Successful Bidder and Sub-Contractors shall keep an accurate payroll record showing the name, area of residence, identification number, mobile number, gender, work classification, straight time and overtime hours worked each day and week and actual per diem wages paid to each journeyman, apprentice or worker employed in connection with the works.

Each payroll record shall contain verification by written declaration that the information contained in the payroll record is true and correct and that the Successful Bidder and Sub-Contractors have complied with the requirements.

For work performed by its employees on the project, the Successful Development Partner's and Sub-Contractor's payroll records shall be available for inspection at all reasonable hours and a certified copy shall be made available upon request to NCCG's authorized representative.

The Successful Bidder is required to submit a minimum of the first three months to NCCG's authorized representative of certified payroll and the Hourly Labour Rate Worksheet for its workers.

Additional months of certified payroll records may be required at the discretion of NCCG.

6.3.2.3 Workers' Compensation

The Successful Bidder shall be required to secure payment of Workers' Compensation to its employees in accordance with Labour Laws and shall file with NCCG's authorized representative prior to performing the works, the certification required

6.3.2.4 Apprentices:

If the Successful Bidder or any Sub-Contractor employs workers on the project in any apprentice able craft, it shall apply to the Joint Apprenticeship Committee administering apprenticeship standards for the craft in the area of the work for a certificate approving the Successful Bidder or Sub-Contractor for the employment and training of apprentices.

Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which they are employed and shall be employed only in the work of the craft or trade to which they are indentured.

The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship agreements under which a person is training.
The Successful Bidder or Sub-Contractor employing journeymen or apprentices in any apprenticeable craft or trade shall contribute to the fund or funds set up in the area of work to administer the apprenticeship programme in each trade in which it employs such journeymen or apprentices in the same amount and manner as the contributing contractors.

6.3.2.5 Education, Counseling and Training Programmes:

All educational, counseling and vocational guidance programmes and all apprenticeship and on-the-job training programmes, under this contract, shall be open to all qualified persons, without regard to race, gender, colour, religion, national origin or ancestry.

Such programmes shall be conducted to encourage the fullest development of the interests, skills, aptitudes and capacities of all students and trainees with special attention to the problems of culturally deprived, educationally handicapped or economically disadvantaged persons.

Expansion of training opportunities under these programmes shall also be encouraged with a view toward involving larger numbers or participants from these segments of the labour force where the need for upgrading levels of skills is the greatest.

The Successful Bidder shall obtain copies of such safety orders as are applicable to the type of work to be performed and shall be governed by their requirements in all construction operations. The Successful Bidder shall fully inform each Sub-Contractor and materials supplier as to the requirements of the applicable safety orders.

6.4 Environmental Requirements:

6.4.1 Environmental and Social Impact Assessment license

The successful bidder shall carry out a detailed Environmental and Social Impact Assessment at their cost for the proposed projects and reports submitted to the National Environment Management Authority (NEMA) for approval before commencement of the construction works. A copy of the submitted report and the issued license shall be presented to NCCG's Authorized representative.

6.4.2 Air and Water Pollution Control

The Successful Bidder shall comply with all air and water pollution control rules, regulations, ordinances and statutes that apply to the work performed under the contract including any air pollution control rules, regulations, ordinances and statutes adopted under the authority of NCCG.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent solutions of paints, thinners, curing compounds and liquid asphalt used on the project, shall comply with the applicable material requirements of the Kenya Bureau of Standards.

All containers of solvent paint, thinner, curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with these requirements.

Unless otherwise provided in the special provisions, material to be disposed of shall not be burned either inside or outside the premises.

A regular watering programme shall be initialed to adequately control the amount of fugitive dust. Exposed soil surfaces shall be sprayed with water at least daily and as needed to mitigate dust.

Trucks hauling not limited to dirt, construction materials, solid waste to and from the sites shall be covered in accordance with applicable state and local requirements.

To reduce exhaust emissions, unnecessary idling of construction vehicles and equipment shall be avoided.

Construction equipment shall be fitted with modern emission control devices and shall properly maintained at all times.

6.4.3 Sound Control Requirements

The Successful Bidder shall comply with all sound control and noise level rules, regulations and ordinances which apply to the work.

Loading and unloading of construction materials will be scheduled so as to minimize disruptions to any activities.

Construction activities will be scheduled to minimize disruption to the adjacent premises.

6.4.4 Substitution of Sub-Contractors:

Once the Sub-Contractors have been listed, provisions of the subletting and subcontracting to any proposed substitution of subcontractors must be approved by NCCG's Project Manager.

When requested by the Project Manager, the Successful Bidder shall submit a Sub-Contractor Status Report, which will be compared with the list of approved contractors.

If any Sub-Contractors are still outstanding at the time of submittal, a follow-up request will be made. No substitution of any Sub-Contractors would be allowed without written approval of NCCG.

6.5 Successful Bidder's Responsibility for the Works

6.5.1 Generally

The Successful Bidder shall be fully responsible for all work performed under this contract and no Sub-Contractor will be recognized as such.

For purposes of assessing responsibility to the Successful Bidder, all persons engaged in the work shall be considered as employees of the Successful Bidder.

The Successful Bidder shall give its personal attention to the fulfillment of the contract and keep all phases of the work under its control.

NCCG will not arbitrate among Sub-Contractors nor between the Successful Bidder and one or more Sub-Contractors concerning responsibility for performing any part of the Project.

6.5.3 Quality Control

The Successful Bidder shall be fully responsible for the quality of materials and workers still in the project.
The Successful Bidder shall not rely upon the inspection and testing provided by NCCG other than those special inspections and tests performed by NCCG's selected laboratories for which there are written reports.

6.5.4 Burden for Damage

From the issuance of the Official Notice to Proceed until formal acceptance of the project by NCCG, the Successful Bidder shall have the charge and care of and shall bear the risk of damage to the project and materials and equipment for the project.

The Successful Bidder, at its own expense, shall promptly rebuild, repair, restore and make good all such damage to any portion or to all of the project and materials therefore before the acceptance of the project by NCCG except for such damage as is proximately caused by acts of NCCG or public enemy.

In case of suspension of work from any cause whatsoever, the Successful Bidder shall be responsible for all materials and shall properly store them, if necessary and shall provide suitable drainage and erect temporary structures where necessary.
If the Successful Bidder damages any property belonging to NCCG, shall ensure restoration of the damage at the cost of the Successful Bidder.

6.5.5 Protection of Adjoining Facilities

The Successful Bidder shall protect adjoining property and nearby buildings, roads and other facilities and improvements from dust, dirt, debris and other nuisances arising out of Successful Bidder's operations.

Dust shall be controlled by sprinkling water or other effective methods acceptable to NCCG.

An erosion and sedimentation control program shall be initiated, which includes measures addressing erosion caused by wind and water sediment in runoff from site.

A regular watering program shall be initiated to adequately control the amount of fugitive dust in accordance with applicable Law.

6.5.6 Safety

The Successful Bidder shall exercise precaution at all times for the protection of persons and their property.

The Successful Bidder shall install adequate safety guards and protective devices for all equipment and machinery, whether used in the work or permanently installed as part of the project.

The Successful Bidder shall also provide and adequately maintain all proper temporary walks, roads, guards, railings, lights and warning signs.

The Successful Bidder shall comply with all applicable laws relating to safety precautions, including the safety regulations of the Project Manager.

If the Successful Bidder designates other employees, its Foreman shall have the duty of prevention of accidents.

The Successful Bidder shall institute a safety program, which includes all trades on the site.

The Employer and the Project Manager may bring to the attention of the Successful Bidder a possible hazardous situation in the field regarding the safety of personnel on the site.

The Successful Bidder shall be responsible for verifying that all local, state and Government workplace safety guidelines are being observed.

In no case shall this right to notify the Successful Bidder absolve the Successful Bidder of its responsibility for monitoring safety conditions.

Such notification shall not imply that anyone other than the Successful Bidder has assumed any responsibility for field safety operations.

The Successful Bidder shall at all times ensure that there are active Insurance Covers for workers, plant and equipment and the works.

The Successful Bidder shall determine the cause of the accident and immediately correct any equipment, procedure or condition contributing to the accident.

6.5.7 Utilities

If the Successful Bidder discovers utility facilities not identified in the contract documents, the Successful Bidder shall immediately notify NCCG and the utility involved in writing of such discovery.

When the Successful Bidder is required by the plans and specifications to locate, remove or relocate utility facilities not identified in the contract documents with reasonable accuracy, she/he shall be compensated for any reasonable actual added cost incurred.

The Successful Bidder shall also be compensated for the cost of repairing any damage resulting from the discovery of such unidentified utility facility when such damage does not result from the failure of the Successful Bidder to exercise reasonable care.

All such compensation to the Successful Bidder shall be based on an actual cost-plus Successful Bidder and subcontractor mark-up except that both the Successful Bidder's and

sub-contractor's mark-up shall be reduced by (6) percent each, where the damages results from the failure of the Successful Bidder or sub-contractor to exercise reasonable care.

NCCG or the public utility, where it is the owner of the utility facilities shall have the sole discretion to perform repairs, or relocation work or permit the Successful Bidder to do such repairs or relocation work at a reasonable price, where such work is required to facilitate the project.

The Successful Bidder shall not be held liable / responsible for liquidated damages arising out of delay in the completion of the project which is caused by the failure of NCCG or the owner of the utility to provide for removal or relocation of such unidentified utility facilities.

With the exception of the identification of main trunk line utility facilities in the contract documents, the foregoing provisions of sub- clause (i) shall not apply to and NCCG shall have no obligation to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the project can be inferred from the presence of other visible facilities such as buildings, meter and junction boxes on or adjacent on the site of the construction.

Except as expressly provided in sub-clauses (i) and (ii) above, the Successful Bidder shall be responsible at its own cost for all work, expense or special precautions caused by the existence or proximity of utilities encountered at the site or in the performance of the project work including without limitation.

Repair of any damage that may result including any damage resulting from hand or exploratory excavation.

The Successful Bidder is that the utilities encountered at the site may include communication cables or electrical cables conducting high voltage. When excavating in the vicinity of the ducts enclosing such cables, special precautions are to be observed by the Successful Bidder at its own cost and shall include the following:

- All cables and their enclosure ducts shall be exposed by careful hand excavation so as not to damage the ducts or cables nor;
- Cause injury to persons and appropriate warnings signs, barricades and safety devices shall be erected.

The Successful Bidder shall provide to NCCG as-built drawings of all utilities encountered and constructed indicating the size, horizontal location and vertical location based on the project bench mark or a stable datum.

6.5.7 Responsibility to Secure and Pay for Permits, Licenses, Utility Connections Etc.

The Successful Bidder shall secure all permits and licenses required for any operations required under this contract and shall pay all costs relating thereto as well as all other fees and charges that are required by the Project Manager, Telephony Company, special district or quasi- Project Managerial entity. It is the Successful Bidder's responsibility to ascertain the necessity of such permits and licenses in preparing its Bid and include in its Bid the cost

thereof as well as adjustments for any delays, which may be caused by securing permits and licenses.

6.5.8 Patented or Copyrighted Materials:

The Successful Bidder shall assume all costs arising from the use of patented or copyrighted materials, equipment, devices or processes used on or incorporated in the project and agrees to save harmless, defend and indemnify NCCG's Consultants, NCCG's employees from all suits, actions or claims for or on account of the use of any patented or copyrighted materials, equipment, devices or processes.

6.5.9 Taxes

The Successful Bidder shall pay all taxes imposed by law which are levied or become payable as a result of the Successful Bidder's performance under this contract.

6.5.10 Contract Time

Time is of Essence: All time limits specified in this contract are of the essence of the contract.

6.5.11 Starting and Completion Dates:

NCCG shall designate in the Notice to Proceed the starting date of the contract on which the Successful Bidder shall immediately begin and thereafter diligently execute the work to completion.

The Successful Bidder agrees to complete the work on the date specified for completion of the Successful Bidder's performance in the contract unless the adjustment arises under unusual circumstances.

The Successful Bidder may complete the work before the completion date if it will not interfere with NCCG's or other Contractors engaged in other related or adjacent work.

The work shall be regarded as completed as noted on NCCG's Notice of Completion.

6.5.12 Labour Force and Foremen:

At all times the Successful Bidder shall provide sufficient labour to properly execute the work and to ensure completion of each part in accordance with the schedule and within the contract time.

The Successful Bidder shall make certain that competent workers are employed who are skilled in the type of work required and that workmanship is of the best, regardless of the quality of material.

If in the judgment of NCCG, any person is incompetent or disorderly, the Successful Bidder shall promptly remove such person from the project and shall not re-employ such person thereon.

The Successful Bidder shall retain a competent, full time on-site Foreman to represent the Successful Bidder and to direct the project at all times while any work under this contract is being performed.

The Foreman shall prepare a daily report, which includes worker count and work in progress and shall provide the report to NCCG upon request.

The Successful Bidder shall make certain that all Sub-Contractors employed are properly registered and are in good standing with the Project Manager's requirements.

6.5.13 Limitation of Construction Operations:
The Successful Bidder shall limit the area and nature of the construction operations to that which is authorized in the plans and specifications or approved in writing by NCCG.

The Successful Bidder shall be responsible to others engaged in the related or adjacent work for all damage to work, to persons and to property and for loss caused by failure to complete the work within the specified time for completion.

The Successful Bidder shall co-ordinate its work with the work of others so that no discrepancies shall result in the project.

6.5.14 Drawings Reflecting Actual Construction:
During the course of construction, the Successful Bidder shall maintain drawings daily to show the project as it is actually constructed.

Every sheet of plans and specifications, which differs from the actual construction, shall be marked and sheets so changed shall be noted on the title of the plans and specifications.

All variation orders shall be shown by reference to sketch drawings and any supplementary drawings or change order drawings shall be included.

The Successful Bidder shall review the "as-built" drawings with the Project Manager at least once a month to demonstrate that all changes that have occurred are being fully and accurately recorded.

The altered contract drawings shall be sufficiently detailed so that future work on the project or in adjacent areas may be conducted with a minimum of difficulty.

Prior to the completion of the project, the "as built" drawings and specifications shall be transmitted to the Project Manager for further handling with a copy of the transmittal to NCCG.

Additionally, the Successful Bidder shall turn over to NCCG a re-drafted and complete set of "as-built" drawings of the actual construction.

6.5.15 Access for Inspection:
The Successful Bidder shall at all times permit NCCG and / or its Project Manager to visit and inspect the workshops where work is in preparation and shall maintain proper facilities and provide safe access for such inspection.

Work requiring testing, inspection or verification shall not be covered up without such test, inspection or approval.

The Successful Bidder shall notify the Project Manager in writing at least 24 hours in advance of the Project Manager being required to inspect the work.

For a project with part time inspection, a minimum of 48 hours written notification by the

Successful Bidder to the Project Manager is required before whenever the Successful Bidder intends to perform work on Saturday.

6.5.16 Clean–Up of Project and Site:
The Successful Bidder shall clean up its work at frequent intervals and other times when directed by NCCG.

Upon completion of the work, the Successful Bidder shall promptly remove from the site, construction equipment and any waste materials not previously disposed of leaving the site thoroughly clean and ready for commissioning.

6.5.17 Project Sign, Advertising:
The Successful Bidder shall furnish and install a project sign required as part of the work under the contract.

As a minimum, the sign shall be 2 meters wide and 4 meters high.

The sign shall identify the Project Name, the Employer, the Successful Bidder and the Project Manager.

No advertising is permitted on the project or site without written permission from NCCG.

INTERPRETATION AND ADHERENCE TO CONTRACT REQUIREMENTS

7.1 Interpretation of Contract Requirements

7.1.1 Correlation

Contract documents shall be interpreted as being complementary, requiring a complete project.

Any requirement occurring in any one of the contract documents is as binding as though occurring in all contract documents.

Generally, the specifications address quality, types of materials and contract conditions while the drawings show placement, sizes and fabrication details of materials.

7.1.2 Conflicts

In the event of conflict in the contract documents, the following priorities shall govern:

Addenda shall govern over all other contract documents and subsequent addenda shall govern prior addenda only to the extent modified.

"Contract Conditions" shall govern over all sections of the specifications. No section of the specifications shall modify the Contract Conditions.

In the event that provisions of codes, safety orders contract documents, referenced manufacturers specifications or industry standards are in conflict, the more restrictive or higher quality shall govern.

7.1.3 Omissions

In the event of omissions in the contract documents, the following shall apply:

7.1.3.1 If the contract documents are not complete as to any minor detail of a required construction system or with regard to the manner of combining or installing of parts, materials or equipment, but there exists an accepted trade standard for good and skillful construction, such detail shall be deemed to be an implied requirement of the contract documents in accordance with such standard.

"Minor Detail" shall include the concept of substantially identical components, where the price of each such component is small even though the aggregate cost or importance is substantial and shall include a single component that is incidental even though its cost or importance may be substantial.

7.1.3.2 The quality and quantity of the parts or material so supplied shall conform to trade standards and be compatible with the type, composition, strength, size and profile of the parts of materials otherwise set forth in the contract documents.

7.2 Issuance of Interpretations, Clarifications, Additional Instructions:
Should the Successful Bidder discover any conflicts, omissions or errors in the contract or have any question concerning interpretation or clarification of the contract, the Successful Bidder shall request in writing interpretation, clarification or additional detailed instructions before proceeding with the affected work.

The written request shall be given to the Successful Bidder with copies to NCCG and the Project Manager.

NCCG shall, within a reasonable time, issue in writing the interpretation, clarification or additional detailed instructions requested.

Should the Successful Bidder proceed with the work before receipt of the interpretation, clarification or instructions from NCCG, the Successful Bidder shall replace or adjust any work not in conformance therewith and shall be responsible for any resultant damage or added cost.

Should any interpretation, clarification or additional detailed instructions as approved by NCCG and in the opinion of the Successful Bidder, constitute work beyond the scope of the contract, the Successful Bidder must submit written notice thereof to NCCG within seven (7) calendar days following receipt of such interpretation, clarification or additional detailed instructions and in any event prior to commencement of work thereon.

The Successful Bidder shall send copies of such correspondence to the Project Manager. Within seven (7) calendar days after the Successful Bidder issues its written notice, the Successful Bidder shall submit an explanation of how the interpretation, clarification or additional detailed instruction constitutes work beyond the scope of the contract, along with a detailed cost breakdown and an explanation of any delay impacts.

If in the judgment of NCCG, the notice is justified, the interpretation, clarification or additional detailed instructions shall be revised or the extra work authorized by contract change order or by Site Instruction with a change order to follow.
If NCCG decides that the claim is not justified, it shall give the Successful Bidder a written order that the claim is not justified and direct the Successful Bidder to perform such work.
The Successful Bidder shall proceed with the work upon receipt of the written order from NCCG to do so, in accordance with NCCG's interpretation of the contract requirements, but within seven (7) days of receipt of the order, the Successful Bidder must notify NCCG by letter that it protests the decision.
When performing disputed works, the Successful Bidder shall prepare time and materials records for each day and the Site Manager shall verify these records at the conclusion of each day.

The Successful Bidder shall have no claim for additional compensation because of such interpretation, clarification or additional detailed instruction, unless he/she gives written notice to NCCG within seven (7) calendar days as specified above.

7.3 Product and Reference Standards

7.3.1 Product Designation

When descriptive catalog designations. Including the manufacturer's product brand name, or model number are referred to in the contract, such designations shall be considered as those found in industry publications.

7.3.2 Reference Standards:

When the standards of the Project Manager, trade societies or trade associations are referred to in the contract by specific date of issue, these shall be considered as part of this contract.

When such references do not bear a date of issue, the current and most recently published edition shall be considered a part of this contract.

7.4 Rejection

Should any portion of the work done or any materials, articles or equipment delivered fail to comply with the requirements of the contract, such work, materials, articles or equipment shall be rejected in writing and shall immediately be made satisfactory to NCCG by the Successful Bidder at no additional expense to NCCG.

Any materials, articles or equipment, which are rejected, shall be immediately removed from the premises at the expense of the Successful Bidder.

7.5 Responsibility of Quality

The testing and inspection provided by NCCG shall not relieve the Successful Bidder of its responsibility for the quality of materials and workmanship provided by the Successful Bidder and the Successful Bidder shall make good all defective work discovered during or after completion of the project.

7.6 Guarantee

The Successful Bidder hereby unconditionally guarantees the work under this Contract to be in conformance with the contract requirements and to be and remain free of defects in workmanship and materials for a period of three years from the date of transfer of the plant, unless a longer guarantee period is agreed between the parties.

By this guarantee, the Successful Bidder agrees within the guarantee period, to repair or replace any work together with any adjacent work which may be displaced in so doing which is not in accordance with the requirements of the contract or which is defective in its workmanship or material or without any expense whatsoever to NCCG.

Special guarantees that are required by the contract shall be signed by the Successful

Bidder, who is responsible for the entire work and countersigned by the Sub-Contractor who performs the work.

Contract bonds shall remain in full force and effect during the one year guarantee period, unless a longer bond period is agreed.

The Successful Bidder further agrees that within five (5) calendar days after being notified in writing by NCCG of any work not in accordance with the requirements of the contract or of

any defects in the work, the Successful Bidder shall commence and execute with diligence all work necessary to fulfill the terms of this guarantee and to complete the work in accordance with the requirements of the contract within a reasonable period of time.

In the event of failure to so comply, the Successful Bidder does hereby authorize NCCG to proceed to have the work done at the Successful Bidder's expense and the Successful Bidder agrees to pay the cost thereof upon demand.
NCCG shall be entitled to be reimbursed by the Successful Bidder all costs necessarily incurred upon the Successful Bidder's refusal to pay the above cost.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to health or safety of NCCG, its employees, property or the public, NCCG may undertake at the Successful Bidder's expense without prior notice, all work necessary to correct any hazardous conditions caused by the work of the Successful Bidder not being in accordance with the requirements of this contract.

8.0 STANDARD FORMS

(i) Format of Covering Letter

(ii) Bidder's information Sheet

(iii) Information Sheet for BC Party

(iv) Certificate of Bidder's Visit to Site

(v) Format of Power of Attorney for designating LCM

(vi) Format of Power of Attorney for Authorized Representative

(vii) Format for Undertaking

(viii) Format for Joint Bidding Agreement

(ix) Form of Bid Security

(x) Self-Declaration Forms SD1 & SD2

(xi) Declaration & Commitment to the Code of ethics

(xii) Certificate of Independent Bid Determination

(xiii) Form Per 1

(xiv) Form Per 2

STANDARD FORM I:

FORMAT OF COVERING LETTER

(The covering letter is to be submitted by the Bidding Company or the LCM of a Bidding Consortium, along with the Bid. To be provided on respective bidder's letterhead).

Date:

To:
COUNTY CHIEF OFFICER- ENVIRONMENT

NAIROBI CITY COUNTY GOVERNMENT

P.O BOX 30075-00100 NAIROBI

Dear Sir,

REF: REQUEST FOR PROPOSAL TO DESIGN, CONSTRUCT, OPERATE, MAINTAIN AND TRANSFER OF AN INTEGRATED SOLID WASTE MANAGEMENT SYSTEM FOR THE NAIROBI COUNTY.

Please find enclosed one (1) original + one (1) copy of our Bid in respect of the Selection of a Bidder for the TO DESIGN, CONSTRUCT, OPERATE, MAINTAIN AND TRANSFER OF AN INTEGRATED SOLID WASTE MANAGEMENT SYSTEM FOR THE NAIROBI COUNTY comprising of our MANDATORY REQUIREMENTS, TECHNICAL PROPOSAL and FINANCIAL
PROPOSAL, in response to the

Request for Proposal ("RFP") Document issued by yourselves on…….(Date).

We hereby confirm the following:

1. The Bid is being submitted by_____ (name of the Bidding Company/ Lead Consortium Member in case of Bidding Consortium) who is the Bidding Company / the Lead Consortium Member of the Bidding Consortium comprising…….. (mention the names of the entities who are the consortium members), in accordance with the conditions stipulated in the RFP. (In case of a Bidding Consortium).
2. Our Bid includes the Power of Attorney for designating the Lead Consortium Member in the format specified in the RFP, and the Joint Bidding Agreement (as per the principles stated in the RFP) between,_(mention names of the entities that are the consortium members), who are the consortium member (s) as per the conditions stipulated in the RFP.
3. We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by NCCG and in any subsequent communication sent by NCCG. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from NCCG.

4. The information submitted in our Bid is complete, is strictly as per the requirements as stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.

5. We confirm that our Proposal does not contain any Conditions.

6. The Bidding Company / Bidding Consortium of which we are the Lead Consortium Member (Please strike out whichever is not applicable), satisfies the legal requirements and meets all the eligibility criteria laid down in the RFP.

7. Power of Attorney from the Bidding Company / Lead Consortium Member authorizing the undersigned as the Authorized Representative who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder, etc., in respect of the Project is included as a part of the Proposal.

8. We confirm that our Bid is valid for a period of **270**days from the last date of submission of the Bid.

For and on Behalf of:

Signature and Stamp:

(Authorized Representative and Signatory) Name of the Person: .....

Designation: .....

STANDARD FORM II:
BIDDER'S INFORMATION SHEET

Applicant's Legal Name: [**Insert full legal name**]
In case of BC, legal name of each party: [**Insert full legal name of each party in JV**]
Applicant's Actual Country of Constitution: [**Indicate Country of Constitution**]
Applicant's actual or year of Constitution: [**Indicate year of Constitution**]
Applicant's legal address in country of constitution: [**insert street/ number/ town or city/ country**]
Applicant's authorized representative information: Name: [**insert full legal name**] Address: [**insert street/ number/ town or city/ country**] Telephone/Fax No: [**including country and city codes**] E-mail address: [**indicate e-mail address**]
Attached are copies of original documents of: • Certified Certificate of Registration / Incorporation. • In case of BC, a Joint Bidding Agreement, in accordance with attached form. • In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law. • Certified copy of valid CR12 form (6months before opening date). • Copy of registration Certificate with National Construction Authority in Category (NCA 1) applicable only upon award • Copies of audited accounts and bank statement for each of the last three years beginning with most recent year in your country of origin. • A valid tax compliance certificate or tax exemption certificate issued by the issuing Authority in your country of origin.

Date: ……..

STANDARD FORM III

INFORMATION SHEET FOR THE BIDDING CONSORTIUM (BC) PARTY

Date: …….

Each Applicant that is a BC Party must submit this information.

BC Applicant Legal Name: [**insert full legal name**]
BC party / Sub-Contractor's Legal Name: [**insert full legal name of consortium party**]:
BC Party's Country of Registration: [**indicate country of registration**]:
BC party's year of constitution:[**indicate year of constitution**]:
BC party's Legal address in country of constitution: [**insert street/ number/ town or city/ country**];
BC party authorized representative information Name: [**insert full legal name**] Address: [**insert street/ number/ town or city/ country**] Telephone/Fax numbers: [**including country and city codes**] E-mail address: [**indicate e-mail address**]
Attach copies of original documents of: •Certified Certificate of Registration / Incorporation. •In case of BC, a Joint Bidding Agreement, in accordance with attached form. •In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law. • Certified copy of valid CR12 form (6months before opening date). •Copy of registration Certificate with National Construction Authority in Category (NCA 1) only applicable upon award •Copies of audited accounts and bank statement for each of the last three years beginning with most recent year in your country of origin. •A valid tax compliance certificate or tax exemption certificate issued by the issuing Authority in your country of origin and in accordance with ITT 3.14 for Kenyan firms

STANDARD FORM IV: NOT APPLICABLE (N/A)

CERTIFICATE OF BIDDER'S VISIT TO SITE

NAIROBI CITY COUNTY

This is to certify that [M/s]……Being the authorized representative/Agent of [Name of Bidder] ……..…… Participated in the mandatory inspection visit of the site of the works for the

[Name of Contract]……..

[Tender No]…….

Held on ……. Day of ……. 20……..

Signed …… [NCCG's Representative]

STANDARD FORM V

FORMAT OF POWER OF ATTORNEY FOR DESIGNATING LEAD CONSORTIUM MEMBER (each firm to designate LCM on separate sheet)

POWER OF ATTORNEY FOR DESIGNATING LEAD CONSORTIUM MEMBER

Whereas the Nairobi City County Government ("NCCG") has invited proposals from interested parties for the TO DESIGN, CONSTRUCT, OPERATE , MAINTAIN AND TRANSFER OF AN INTEGRATED SOLID WASTE MANAGEMENT SYSTEM FOR THE NAIROBI COUNTY Whereas, the members of the Consortium are interested in Bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP) Document and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP Document for the Consortium Members to designate the Lead Consortium Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's Bid for the Project who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the Consortium's Bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s……..(Consortium Member) (the respective names and addresses of the registered office) do hereby designate M/s……being one of the members of the Consortium, as the Lead Consortium Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's Bid for the Project, including submission of proposal, participating in conferences, responding to queries, submission of information / documents and generally to represent the Consortium in all its dealings with NCCG, any other Government Agency or any person, in connection with the Project until culmination of the process of Bidding and thereafter till the Agreement is entered into with NCCG.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Consortium Member, our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us / Consortium.

Dated this ……..…… day of …… 20….

Signed & Stamped: ……..

STANDARD FORM VI

FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED REPRESENTATIVE

POWER OF ATTORNEY FOR AUTHORISED REPRESENTATIVE

We ……. (name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Mrs. / Ms……. …… (name and residential address) who is presently employed with us and holding the position of…….as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for the project "TO DESIGN, CONSTRUCT, OPERATE , MAINTAIN AND TRANSFER OF AN INTEGRATED SOLID WASTE MANAGEMENT SYSTEM FOR THE NAIROBI COUNTY," including signing and submission of all documents and providing information / responses to the Nairobi City County Government ("NCCG"), representing us in all matters before NCCG, and generally dealing with NCCG in all matters in connection with our Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

.....(Signature)……

(Name, Title and Address)

Accepted

.....(Signature)……

(Name, Title and Address of the Attorney)

STANDARD FORM VII

FORMAT FOR UNDERTAKING

The information / documents submitted by us are true to our knowledge and if the information / documents so furnished shall be found to be untrue or false, the Bid shall be liable for disqualification and our Bid Security accompanying the Bid will be forfeited.

Also, we are aware that if the information / document furnished is found to be untrue or false during the currency of contract, then our contract is liable for termination.

We hereby declare that we have made ourselves thoroughly conversant with the specifications, conditions laid by NCCG for this Bid and we have understood the same before submitting this Bid.

We hereby certify and confirm that in the preparation and submission of our Bid for the proposals listed below, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or in kind to any person or agency in connection with the instant proposals.

We agree that the amount of Bid Security shall be liable to be forfeited by NCCG, should we fail to abide by the stipulation to keep the offer open for a period of not less than 270days from the date fixed for opening the same and thereafter until it is withdrawn by us by the notice in writing duly addressed to the authority opening the Bids.

Signature of Bidder: ……

Address: ----------

Dated the…….day of 20…..

---------- ----------

Signature of Witness

Witness: Address:----------

Dated the ---------- day of----------20…

FORMAT FOR JOINT BIDDING AGREEMENT

THIS Joint Bidding Agreement executed on this… . . day of……20……. between M/s ……. …….. and …….incorporated under ……..and having its Registered Office at……(hereinafter called the "Lead Consortium Member", which expression shall include its successors, executors and permitted assigns) and M/s (*All consortium members to be listed)* ……incorporated …….. and having its Registered Office at……. (hereinafter called the "Technical Consortium Member", which expression shall include its successors, executors and permitted assigns) for the purpose of making a Proposal and entering into the Development Agreement (in case of award) to be hereinafter referred to as the Contracts, against Request for Proposal of the Nairobi City County Government (hereinafter referred to as NCCG).

WHEREAS NCCG desires to select a Bidder for TO DESIGN, CONSTRUCT, OPERATE, MAINTAIN AND TRANSFER OF AN INTEGRATED SOLID WASTE MANAGEMENT SYSTEM FOR THE NAIROBI COUNTY. NCCG had invited Proposals vide its RFP Document; AND WHEREAS Clause 2.1.3.6 of the Instructions to Bidders in this RFP document stipulates that the Bidder qualifying on the strength of a Bidding consortium to submit a legally enforceable Joint Bidding Agreement in a format specified by NCCG wherein the Consortium Members have to set out their roles and responsibilities for the implementation of the Project.

AND WHEREAS the Proposal has been submitted to NCCG vide letter no…….dated……in accordance with the relevant provisions of RFP.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the partners in this consortium do hereby mutually agree as follows:

1. In consideration of the award of the Contract by NCCG to the Consortium, we, the members of the Consortium and partners to the Joint Bidding Agreement do hereby unequivocally agree that partner, M/s (name of Lead Consortium Member), shall act as the Lead Consortium Member as defined in the RFP for self and agent for and on behalf of the Consortium Members.

2. Notwithstanding anything contrary contained in this Joint Bidding Agreement, all the Consortium Members shall be jointly and severally responsible for the execution of the Project in accordance with the terms of the Contract Agreement.

3. The roles and responsibilities of the Lead Consortium Member are as follows:

a.……

b.……

4. The roles and responsibilities of the Consortium Members are as follows:

i.……..…….

ii. …….

iii…….

5. The Lead Consortium Member is hereby authorized by the Consortium Members to bind the Bidding Consortium and receive instructions for and on their behalf. It is further understood that the execution of the Contract shall be done exclusively by the Lead Consortium Member.

6. The Lead Consortium Member shall be jointly liable and responsible for ensuring the individual and collective commitment of each of the members of the consortium in discharging all their respective obligations. Each Consortium member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged.

7. The Lead Consortium Member shall inter alia undertake full responsibility for liaising with Lenders and mobilizing debt resources for the Project, achieving financial closure and implementation of the Project on behalf of the Consortium.

8. This Joint Bidding Agreement shall be construed and interpreted in accordance with the Laws of Kenya and shall have the exclusive jurisdiction in all matters relating thereto and arising hereunder.

9. It is further expressly agreed that the Joint Bidding Agreement shall be irrevocable and shall form an integral part of the Contract and shall remain valid till the term of the Contract unless expressly agreed to the contrary by NCCG.

10. The Lead Consortium Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the RFP and for the purposes of the project.

11. It is hereby expressly understood between the partners to this Joint Bidding Agreement that neither partner may assign or delegate its rights, duties or obligations under the contract except with prior written consent of NCCG.

12. This Joint Bidding Agreement

    a. Has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party,

    b. Sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof;

    c. may not be amended or modified except in writing signed by each of the Parties and with prior written consent of NCCG.

IN WITNESS WHEREOF, the partners to the Joint Bidding Agreement have, through their authorized representatives, executed these present and affixed

Common Seals of their respective companies on the Day, Month and Year first mentioned above.

For and behalf of Lead Consortium Member by: ……(Signature)

(Name)…….…….

(Designation)……..……

For and on behalf of the Consortium Member by:……. (Signature)

(Name)…….…….

(Designation)……..……

STANDARD FORM IX:

FORM OF BID SECURITY

WHEREAS…… ….. (hereinafter called "the Bidder") has submitted its Bid dated……for the DESIGN, CONSTRUCT, OPERATE, MAINTAIN AND TRANSFER OF AN INTEGRATED SOLID WASTE MANAGEMENT SYSTEM FOR THE NAIROBI COUNTY…….. (Name of project and Bid no.) KNOW ALL PEOPLE by these presents that WE, ……having our registered office at ……(hereinafter called "the Bank"), are bound unto Nairobi City County Government (hereinafter called "NCCG") in the sum of Kshs. .....……..for which payment well and truly to be
made to the said NCCG, 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 after Bid opening the Bidder withdraws its Bid during the period of Bid validity specified in the instructions to Bidders, OR,

2) If the Bidder, having been notified of the acceptance of its Bid by NCCG during the period of Bid validity:

   (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Bidders, if required; or

   (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders;

We undertake to pay to NCCG up to the above amount upon receipt of its first written demand, without NCCG having to substantiate its demand, provided that in its demand, NCCG will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 270 days after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the said date.

_____ _____

[Date] [Signature of the Bank]

_____ _____

[Witness] [Seal]

STANDARD FORM X:

SELF-DECLARATION FORMS

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I, ……., of Post Office Box .....being a resident of…….. in the Republic of.....do hereby make a statement as follows: -

1. THAT I am the Company Secretary/Chief Executive/Managing Director/Principal Officer/Director of…… (Insert name of the Company) who is a Bidder in respect of **Tender No:**……..
for……
……
…….(Insert tender title/description)
for……
(Insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to here in above is true to the best of my knowledge, information and belief.

…….. …… ……
(Title) (Signature) (Date)
Bidder Official Stamp

STANDARD FORM XI:

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I, ...of P. O. Box. .....……

being a resident of……in the Republic of .....……

do hereby make a statement as follows: -

1) THAT I am the Chief Executive/Managing Director/Principal Officer/Director of…….…...…….……*(insert name of the Company)* who is a Bidder in respect of **Tender No.**…….....…. for *(insert tender title/description)* for……..
…….....
.....
.....… *(insert name of the Procuring entity)* and duly authorized and competent to make this statement.

2) THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/ or agents of……
(insert name of the Procuring entity) which is the procuring entity.
3) THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ……..*(name of the procuring entity).*

4) THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender.

5) THAT what is deponed to herein above is true to the best of my knowledge information and belief.

……. ……..……
(Title) (Signature) (Date)

Bidder Official Stamp

STANDARD FORM XII:

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I.....(person) on behalf of ***(Name of the Business/ Company/Firm***).....declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act,2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya and my responsibilities under the Code.

I do here by commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign…….....

Position…….....

Office address…….…….

Telephone……...……Email….....

Name of the Firm/Company…….....

Date…….....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name …….....

Sign……Date……

STANDARD FORM XIII:

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying TECHNICAL PROPOSAL SUBMISSION FORM to the……..*[Name of Procuring Entity]* for:……..*[Name and number of tender]* in response to the request for tenders made by:……. *[Name of Tenderer]* do hereby make the followingstatementsthatIcertifytobetrueandcompleteineveryrespect:

I certify, on behalf of……..*[Name of Tenderer] that*:

1) I have read and I understand the contents of this Certificate;

2) I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;

3) I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;

4) For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
   - Has been requested to submit a Tender in response to this request for tenders;
   - could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;

5) The Tenderer discloses that [check one of the following, as applicable]:
   - The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
   - The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

6) In particular, without limiting the generality of paragraphs(5)(a) or (5) (b)above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

7)
- prices;
- methods, factors or formulas used to calculate prices;
- the intention or decision to submit, or not to submit, a proposal; or
- the submission of a proposal which does not meet the specifications of the request for proposals; except as specifically disclosed pursuant to paragraph(5)(b) above;

8) In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this RFP relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph(5)(b) above;

9) The terms of the RFP have not been, and will not be, knowingly disclosed by the Consultant, directly or indirectly, to any competitor, prior to the date and time of the official proposed opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph(5)(b) above.

Name

_____

Title

_____

_____

Date

_____

_____

STANDARD FORM XIV:

FORM PER - 1

Contractor's Representative and Key Personnel

Tenderers should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Contractor' Representative and Key Personnel

1.	**Title of position:** Contractor's Representative	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
2.	**Title of position:** *[ ]* **Name of candidate:**	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
3.	**Title of position:** *[ ]* **Name of candidate:**	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]

4.	**Title of position:** *[ ]* **Name of candidate:**	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
5.	**Title of position:** *[insert title]*	
	Name of candidate	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]

STANDARD FORM XV:

FORM PER-2:

Resume and Declaration - Contractor's Representative and Key Personnel

Name of Tenderer		
Position [*#1*]: [*title of position from Form PER-1*]		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: *[language and levels of speaking, reading and writing skills]*	
Details		
	Address of Procuring Entity:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present Procuring Entity:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience
[main project details]	*[role and responsibilities on the project]*	*[time in role]*	*[describe the experience relevant to this position]*

FINANCIALPROPOSAL - STANDARD FORMS

FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

..... {Location, Date}
To: ..... [Name and address of the county]

Dear Sirs:

We, the undersigned, offer to provide the services for..... [*Insert title of assignment*]
in accordance with your Request for Proposal dated..... *[Insert Date]* and our Technical Proposal.

Our attached Financial Proposal is for the amount of..... {*Indicate the corresponding to the amount currency*} {*Insert amounts in words and figures*}, including of all taxes in accordance with ITC24.2 in the Data Sheet. The estimated amount of local taxes is..... {*Insert currency*} {*Insert amount in words and figures*}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the ITC12.1 Datasheet.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address, Amount and Purpose of Commission of Agents, Currency or Gratuity

{If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution."}

We understand you are not bound to accept any Proposal you receive. We remain,
Yours sincerely,

Signature..... *(of Consultant's authorized representative) {In full and initials}*: Full name: ..... *{insert full name of authorized representative}* Title: ..... *{insert title/ position of authorized representative}*
Name of Consultant..... *(company's name or JV's name):* Capacity: ..... *{insert the person's capacity to sign for the Consultant}* Physical Address: ..... *{insert the authorized representative's address}*
Phone: ..... *{insert the authorized representative's phone and fax number, if applicable}* Email: ..... *{insert the authorized representative's email address}*

{For a consortium, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

Declaration
I, the undersigned *[insert either "Contractor's Representative" or "Key Personnel" as*

applicable], certify that to the Lowest of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Tender:

Commitment	**Details**
Commitment to duration of contract:	*[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]*
Time commitment:	[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is

I understand that any misrepresentation or omission in this Form may:

7.6.1 be taken into consideration during Tender evaluation;

b) result in my disqualification from participating in the Tender;

c) result in my dismissal from the contract.

Name of Contractor's Representative or Key Personnel: *[insert name]*

Signature:

_____

Date: (day month year):

_____

Countersignature of authorized representative of the Tenderer:

Signature:

_____

Date: (day month year):

_____