



REPUBLIC OF KENYA

**MINISTRY OF LANDS, PUBLIC WORKS, HOUSING AND
URBAN DEVELOPMENT**

State Department for Housing and Urban Development

Second Kenya Informal Settlements Improvement Project (KISIP2)

Credit No: 6759-KE

Terms of Reference

For

**CONSULTANCY SERVICES FOR INDIVIDUAL CIVIL ENGINEERING
CONSULTANT ON ROADS**

Contract No. KE-MOTI-216642-CS-INDV

MAY, 2023

1. Introduction

The Government of Kenya has received a credit from the International Development Agency (IDA) towards the cost of the Second Kenya Informal Settlements Improvement Project (KISIP2) and intends to apply part of the proceeds of the credit to procure an Individual **Civil Engineering Consultant on Roads** to offer technical assistance to National Project Coordinating Team (NCPT).

The Overall Project Development Objective is to improve access to basic services and tenure security of residents in participating urban informal settlements and strengthen institutional capacity for slum upgrading in Kenya.

This Project, while concentrating on informal settlements, complements existing and past Urban operations in Kenya which address the Urban infrastructure deficit and Urban institutional challenges. It supports the Governments' affordable housing agenda as it seeks to complement the demand-side and supply-side operations to improve housing affordability.

The project has the following four components:

Component 1: Integrated Settlement Upgrading. This component supports settlement upgrading through two main interventions classified under two sub-components:

Sub-component 1.1: Tenure regularization- coordinates regularization of tenure for people living on uncontested public lands whose process includes: Development of a local physical plan for the settlement which lays out land parcels and way-leaves for infrastructure like roads, drainage, walkways; Surveying with physical placement of beacons to demarcate the parcels as per the plan; Preparation and issuance of letters of allotment based on the survey plan; and Issuance of titles.

Sub-component 1.2: Infrastructure Upgrading

Coordinates infrastructure investment portfolio whose menu includes: water and sanitation systems, storm water drainage, solid waste collection and settlement sorting, pedestrian walkways, cycle paths, roads, street and security lighting, vending platforms, public parks, and green spaces. It further includes investments related to prevention of crime and violence, including but not limited to community centers.

Component 2: Socio-Economic Inclusion Planning

This component supports community development plans to enhance social and economic inclusion, identifies beneficiaries who fit the eligibility criteria of government programs but are excluded and connects them appropriately, supports participatory crime and violence mapping, monitors the employment of local labor, carries out community capacity building and awareness raising for various project interventions including community-based solid waste management.

Component 3: Institutional Capacity Development for Slum Upgrading

This component supports institutional and policy development at national and county levels; develops a capacity building plan for national and county levels to implement the Strategy and to

develop understanding of slum upgrading processes; also supports technical assistance, training, workshops and learning events, experience sharing and peer-learning activities with other counties, and other capacity building activities.

Component 4: Program Management and Coordination

This component supports activities of the NPCT and the CPCT related to national and county-level project management and coordination, including planning, surveying, engineering, fiduciary (financial management and procurement), safeguards compliance and monitoring, monitoring and evaluation (M&E), communication and community development.

2. Objective of the Consultancy

The primary objective of the assignment for the Individual Civil Engineering Consultant on Roads is to provide technical and project management support to the NPCT. This is intended to strengthen the capacity of NPCT and accelerate the implementation of the project activities and ensure that infrastructure works under Sub-Component 1.2 are implemented efficiently, diligently and professionally to completion.

3. Scope of Services

The main assignment includes and is not limited to:

- a) Support the Project Coordinator through the sub-component head to prepare work plans and detailed implementation road maps for all sub-component activities.
- b) Assist in the preparation of terms of reference (ToR), requests for expression of interest (R.E.O.I) and request for proposal (R.F.P) for engineering consultancies to be procured under sub-component 1.2.
- c) Assist in the evaluation of bids for engineering related assignments.
- d) Assist in the review of technical reports submitted by Design and Supervision Consultants and participating counties relating to infrastructure works.
- e) Assist in the preparation of quarterly work plan and annual performance reports for sub-component 1.2.
- f) Assist the sub-component head in the review of variation orders and addenda submitted by counties arising from infrastructure contracts.
- g) Assess engineering problems/challenges for which a solution has to be devised hence provide technical advice regarding design, construction modifications and structural repairs for engineering work.
- h) Provide overall technical assistance to construction contracts, from their planning to their implementation and monitoring, this includes providing bi-monthly updates based on the information prepared and submitted by the participating counties.
- i) Assist in development and implementation of effective infrastructure implementation, monitoring and evaluation tools.
- j) Assist in the development and implementation of effective quality control systems to ensure the infrastructure works implemented are in compliance with technical specifications.
- k) Assist the NPCT in reviewing detailed engineering designs, cost estimates and procurement documents prepared and submitted by the Design Consultants.
- l) Assist the NPCT in reviewing and consolidation of monthly, quarterly and annual reports submitted by participating counties.

-
- m) Assist in preparation of reports and presentations as maybe required from time to time, by the Sub-component 1.2 Head, National Coordinator, State Department for Housing and Urban Development or Development partners.
 - n) Identify and manage risks; and initiate corrective action where necessary, so that maximum benefit to Client and stakeholders is achieved.
 - o) Review adequacy of environmental reports and Resettlement Action Plans submitted by Design Consultants for infrastructure works.
 - p) Assist in technical and professional capacity building for KISIP 2 staff in, engineering designs, contract administration and project management skills.
 - q) Participate in mission events, including undertaking site visits to activities in participating counties.
 - r) Any other related assignment as may be assigned by the client
 - s) The Consultant may be assigned to one or more of the participating counties to offer technical assistance as may become necessary.
 - t) Participate in World Bank Missions.

4. Duration and Location

The assignment will be an overall period of Thirty-Six (36) months. It is intended that this Consultancy will be contracted for an initial period of Twelve (12) Months from the date of commencement with a probation period of three (3) months. This period is subject to continuity for a further Twelve (12) Months based on satisfactory performance and final twelve months (12) based on satisfactory performance.

The position shall be based in Nairobi, Kenya, at the State Department for Housing and Urban Development with travels to the participating counties.

5. Qualification Requirements

The Consultant shall possess the following qualification:

- i. A BSc. Degree in Civil Engineering or equivalent. A Master's degree in a relevant field will be an added advantage.
- ii. Registration with recognized Engineering Professional Body in the category of 'Professional' with valid practicing license.
- iii. At least 10 years' general experience in Designs and Supervision of construction projects of the following field: Roads. Experience in the informal settlements will be an added advantage.
- iv. At least 5 years' experience in contracts administration and management. Post Graduate training in Arbitration/Adjudication and Knowledge, skills and experience in handling Construction Claims will be an added advantage.
- v. Experience and knowledge in Environmental, and Social Impact Assessment and Audits, Health and Safety in design & implementation of construction projects.
- vi. Experience working in Government, County Governments and Donor Funded on projects of similar nature and conditions including World Bank Funded Projects will be an added advantage.
- vii. Must be versed with computer aided contract/project management software (Ms Project).
- viii. The candidate must have excellent analytical, report writing skills, communication, interpersonal skills and ability to work in a multi-disciplinary team.

6. Administration of the Consultant's services

The Client will designate the KISIP 2 National Coordinator as the Consultant's supervisor. The Coordinator shall be responsible for coordination of activities of the Consultant. On a day-to-day performance, the Consultant shall work and report to the Head of Sub-Component 1.2.

7. Responsibility of the Client

The client will provide working space adequately equipped and furnished, provide free of charge all available existing information including the communication strategy, data, reports and clips and will assist the Consultant in obtaining other relevant information and materials from governmental institutions and state authorities where necessary. However, it is the duty of the Consultant to check availability, quality and suitability of this information. The information, data, reports as mentioned above will be available for the consultant's unlimited use during execution of the proposed services within the project.

Where travelling individually on project duties, subsistence allowance shall be paid in the equivalence of the Public Service Job Group P rates. All individual travel shall be approved prior to the task by the National Project Coordinator.

8. Deliverable and Reporting Requirements

The Consultant will prepare a monthly executive brief of the engineering plan and highlight proposed changes to any aspects of previously approved plan. The brief will also include specific recommendations on key action that should be taken to steer the project to success. The Consultant shall also, where required, prepare summary of status report(s) of works execution. All reports prepared by the Consultant shall be reviewed and submitted to the Coordinator through KISIP Head of Sub-Component 1.2. At the expiry of the contract period, the Consultant shall prepare a Completion Report summarizing the activities undertaken by the consultant during the period, challenges, and recommendations as to how the challenges should be addressed. The Consultant will submit to the KISIP Coordinator, a monthly time sheet indicating activities undertaken within the month, and the outputs of the assigned activities as support of service performance for invoiced payment claim, by the Consultants.

9. Remuneration

The Individual Civil Engineering Consultant shall be remunerated based on a monthly rate, which will be negotiated with the successful candidate during Negotiations. Remuneration will be based on national competitive rates, Commensurate with the selected candidate's area of expertise and work experience, provided he or she has satisfactorily fulfilled all requirements stipulated here in above.

Payment shall be monthly upon submission and approval of the monthly reports, time sheets and invoice. Costs incurred by the Consultant outside the head office will be reimbursed upon submission of a statement of expense and verifiable supporting documentation.

10. Standard of Performance

The Individual Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Project Coordinator, and shall at all times support and safeguard the Project's legitimate interests in any dealings with the third parties.

11. Law Applicable to Services

The Individual Consultant shall perform the Services in accordance with the Contract and the Applicable Law.

12. Conflict of Interests

The Individual Consultant shall hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own interests.

13. Strict Duty to Disclose Conflicting Activities

The Individual Consultant has an obligation to disclose any situation of actual or potential conflict that impacts on capacity to serve the best interest of the Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Individual Consultant or the termination of his/her Contract.