



REPUBLIC OF KENYA

MINISTRY OF LANDS, PUBLIC WORKS, HOUSING & URBAN DEVELOPMENT

State Department for Housing and Urban Development

Second Kenya Urban Support Program (KUSP 2)

Project No.: P177048

Credit No.: 7349-KE; 7350-KE; IDA Grant Number E208-KE

Terms of Reference

For

Consultancy Services for a Programme Implementation Specialist (Individual Consultant)

Contract No.: KE-MOTI-389533-CS-INDV

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Principal Secretary

State Department for Housing and Urban Development

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1. Background

The Kenya National Urban Development Policy (NUDP), formally launched in early 2016, envisions secure, well-governed, competitive and sustainable urban areas and cities, and aims to facilitate sustainable urbanization through good governance and the delivery of accessible quality and efficient infrastructure and services. The Government in 2017 developed Kenya Urban Program (KenUP), a five (5) year program, as one of the programs to implement and operationalize aspects of the National Urban Development Policy with a clear focus on Kenya's urban areas. The total cost for the program was estimated at USD 1 billion.

Through its support to the urban sector in Kenya, the World Bank, in collaboration with the then Ministry of Transport, Infrastructure, Housing and Urban Development (MTIHUD), prepared the Kenya Urban Support Program (KUSP) at a cost of USD300million, which supported the implementation of KenUP. KUSP became "effective" on 11th January 2018 and is scheduled to end on 31st December 2023. KUSP has established and strengthened urban management institutions through county governments. It has been delivered through three windows: Window 1 at the National Government through the Urban Development Department (UDD) of the State Department for Housing and Urban Development (\$30.3m). County governments have received capacity-building funding through window 2 (\$22.2m). The bulk of the funding has been for urban infrastructure through urban boards under window 3 (\$247.5m).

As the first phase of KenUP ended in 2022, the Government of Kenya developed the second Kenya Urban Programme (KenUP2) strategy which is a deliberate government-led process of coordinating and rallying various actors for a common goal/vision for the desired resource mobilization to fund the National Urban Development Policy (NUDP) strategies in a set period of the next cycle of 5 years, horizon from July 2022.

As a continuation of its support to the urban sector in Kenya, the World Bank, together with the State Department for Housing and Urban Development (SDHUD) in the Ministry of Lands, Public Works, Housing and Urban Development (MLPWHUD), has prepared the Second Kenya Urban Support Program (KUSP2) at a cost of USD 350million (approved by the Board of Directors on June 15, 2023), which will support the implementation of KenUP2.

KUSP2 will be implemented in 45 counties and 79 municipalities including two refugee hosting urban areas under the SDHUD in liaison with the Council of Governors (CoG) and the Department of Refugee Services (DRS). The Program Development Objective (PDO) is to strengthen the capacities of urban institutions to:-

- (i) improve the delivery and resilience of urban infrastructure and services
- (ii) enhance private sector engagement in urban planning, and
- (iii) support the transition of refugee camps into integrated host communities and refugee settlements.

The program objective will be achieved through five main result areas: 1. Strengthened institutions for urban service delivery; 2. Integrated planning for Inclusive and resilient urban areas; 3. Inclusive and resilient urban infrastructure & services; 4. Improved private sector engagement/involvement; and 5. Improved integrated development between refugees and host communities.

The Government of Kenya, through SDHUD, now intends to use part of the KUSP2 funds to finance the Consultancy Services for a **Programme Implementation Specialist** as an Individual Consultant.

The Consultant is expected to **offer support and advice to the program coordinator** on all activities across the five result areas and support managing day-to-day program management tasks.

2. Objective of the assignment

The main objective of this consultancy services is to assist the Programme Coordinator, in all the five Key Result Areas, by offering advisory duties in relation to all aspects of the programme. The consultant shall be hands on and offer day to day monitoring of the performance of the result areas in KUSP 2, through its various components.

3. Scope of the consulting services and specific tasks

3.1 Scope of the consulting services

The overall scope of the consultant is to support the program in the realization of the five Result Areas by providing technical advisory duties to the Coordinator and the National Coordination Team, coordination linkage between the NPCT, CoG and the participating Counties and Municipalities.

3.21 Specific tasks

The Consultant is expected to undertake the following tasks:

- a) Support the KUSP2 Implementation Unit with strategic overall coordination for the successful implementation of KUSP2.
- b) Support the achievement of the Project Development Objective (PDO), with specific reference to the national level component.
- c) Provide strategic advice and guidance on the urban development implementation challenges and their institutions – County Governments and their established Municipal Boards.
- d) Follow up with different sections/departments on the status of consultancies/works to ensure timely actions by the different sections/departments.
- e) Initiate dialogue with Counties and Municipalities and help in keeping track on the implementation of the National Urban Development Policy objectives, the urban areas and cities and its regulations and the National Land Use Policy.
- f) Advise on the customization of the National Urban Agenda to the Subnational Governments including international urban conventions to which Kenya is signatory.
- g) Support in the preparation and implementation of annual work plans and procurement plans.
- h) Monitor implementation, including identifying bottlenecks and proposing actions to resolve them and follow-up on agreed actions and recommendations.
- i) Maintain regular contact and dialogue with other World Bank programs and other stakeholders to address program and sector-specific issues as they arise.
- j) Review and comment on KUSP quarterly project progress reports.
- k) Review and comment on draft Interim Financial Reports (IFRs).
- l) Assist in organizing participation of the NPCT in implementation support missions with the development partners.
- m) Participate in progress review meetings.
- n) Participate in mission events, including participating municipalities.
- o) Liaise with key staff (at the World Bank and other partner agencies) on procedural issues.

- p) Contribute to the preparation and the running of learning events.
- q) Share expertise with other members of the NPCT.
- r) Undertake other activities agreed with the KUSP2 Coordinator.

4. Duration and location of the assignment

The Consultant will be contracted for an initial period of twelve (12) months. It is intended that thereafter the provision of the services will be **extended** for a further twelve (12) months, based on satisfactory performance and business need following annual reviews by the office of the Program Coordinator, and availability of funds and continuation of the program. The consultant will be engaged on a full-time basis **(for a max. of 20 working days a month)**.

The Consultant will generally be based in Nairobi (Kenya) at the offices of the KUSP2. The position may involve travels to the participating counties. The Coordinator shall approve all such travels in advance.

5. Reporting requirements and timelines for deliverable

The Consultant will report directly to the KUSP 2 Coordinator. There shall be no subordinate staff management responsibilities.

The Consultant will work from Monday to Friday from 0800hrs to 1700hrs and will provide services in line with the ToR.

The Consultant will prepare monthly reports in English as required under the main tasks of this assignment and submit them to the Programme Coordinator within 7 days after the end of reporting month or period as appropriate... All reports will be submitted in both hard and soft copies (in Microsoft Word, Excel, and Power Point (where necessary) or PDF formats and or as the Programme Coordinator decides.

These reports will accompany the consultant's timesheet for payment.

6. Payment schedule/Remuneration

Payment will be monthly upon submission and approval of the monthly reports, timesheets, and invoice.

The Consultant will be remunerated based on a monthly rate, which will be negotiated with the successful candidate during the contract negotiations. Remuneration will be based on national competitive rates, commensurate with the selected candidate's area of expertise and work experience provided has satisfactorily fulfilled all requirements.

Where for some reason it becomes impractical for the Consultant to work full time, in a given period, or month, the client may decide to pay the consultant on a pro rata basis based on actual time input depending on circumstances and merits.

Any eligible and approved reimbursable expense shall be paid upon submission and approval of relevant verifiable supporting documentation and receipts.

7. Minimum requirements for Consultant's qualifications and experience

The Consultant should have the following minimum qualifications and experience:

- (a) Should have at least a Master's Degree in urban planning, urban management, design and project management or any other relevant or related field to the assignment from a university recognized in Kenya.
- (b) Should be registered with the relevant body of the profession recognized in Kenya.
- (c) General Experience: Should have at least 15 years of demonstrable experience relevant to the assignment.
- (d) Specific experience: Should demonstrate having worked on two (2) similar assignments at the capacity of an advisor to a donor-funded project/program, with at least one (1) assignment in the last five years. One should demonstrate knowledge and experience in the Kenya Government (national and sub-national level) and World Bank operations.

8. Management and accountability of the assignment

The Ministry of Lands, Public Works, and Housing and Urban Development is the Client for these services. The Principal Secretary, SDHUD has appointed a Program Coordinator (for KUSP2) to whom the Consultant will report on all contractual matters.

The Program Coordinator will also be responsible for all payments to the consultant once the work has been accepted and cleared for payment by the Head of Planning component. The Consultant will report on all technical matters to the planning component head and will work as part of his/her team. The Client will assign relevant staff to work with the consultant for purposes of capacity building and knowledge transfer.

9. Obligations of the Client

The Client will provide the following support to the Consultant:

- a) Office space, office equipment (shared printer, copier, scanner), stationery, internet access, and transport services for official use in delivery of the services.
- b) All available relevant documentation to the consultant, such as the Project Appraisal Document, Periodic reports, Implementation Manual, etc.
- c) Contacts of key stakeholders.

- d) Introductory letters to key stakeholders to facilitate communication.
- e) Facilitate review and dissemination meetings with key stakeholders; and
- f) Facilitate liaison with other program-implementing partners.

10. Obligations of the Consultant

The Consultant shall be responsible for the provision of own computer, with requisite software to perform the assigned duties, own transport, accommodation, insurance, communication, and other associated costs.

The consultant is expected to undertake activities that will ensure that outputs are consistent with the professional and legal requirements.

11. Confidentiality, propriety rights of Client in reports and records.

All the reports, data, and information developed, collected, or obtained from the implementing agencies etc Client, and other Institutions during this exercise shall belong to the Client. No use shall be made of them without prior written authorization from the Client.

At the end of the Services, the Consultant shall relinquish all data, manuals, reports and information (including the database, codes, and related documentation) to the Client and shall make no use of them in any other assignment without prior written authority from the Client.