



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 an Occupational, Health & Safety Consultant (Individual
Consultant)**

Contract No.: KE-MOTI-389527-CS-INDV

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Client:

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 2 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 an Occupational Safety & Health expert as an Individual Consultant. The Consultant is expected to offer support and advice on all activities across the five (5) result areas.

2. Objective of the assignment

The main objective of this consultancy services is to assist the Programme Co-ordinator, through the National Program Coordination Team (NPCT) Safeguards lead officer in the exercise of his/her duties in relation to all Occupational Safety & Health (OSH) aspects of the program activities including but not limited to urban infrastructure and services, capacity building of county/municipal Health & Safety personnel and contractors, review of municipal sub-projects reports for OSH compliance, provision of technical advice to counties and

the NPCT as well as liaison with the relevant regulatory agencies such as the Directorate of Occupational Safety and Health Services (DOSHS) and the National Construction Authority (NCA), as may be necessary.

3. Scope of the consulting services and Specific tasks

3.1 Scope of the consulting services

The Consultant will support the NPCT in carrying out its capacity building and technical backstopping roles on all issues related to Occupational Health and Safety at both the national and sub-national levels. The support will mainly focus on, but not limited to, infrastructure investment sub-projects implemented under the program. The consultant will also support the NPCT in preparation of relevant reports for submission to the Bank.

3.2 Specific tasks

The Consultant is expected to undertake the following specific tasks:

- a) Mainstream occupational, health and safety aspects in the program activities as per the Occupational Safety & Health Act (OSHA), 2007.
- b) Review the Program Operational Manual (POM) including the Environmental, Social, Health and Safety Management (ESHSM) manual and prepare a technical advice note, extracting all aspects of Occupational Safety & Health requirements, procedures, and responsibilities from the POM and submit the paper for adoption by the NPCT leadership.
- c) Keep the paper (prepared in 'b' above) under periodic review in light of emerging challenges and experience, submitting quarterly updates, semi-annual and annual reports to the NPCT.
- d) Undertake review of the municipalities' contract and bidding documents to strengthen the existing clauses such as OSH and community health and safety.
- e) Prepare or review tools/guidelines and checklist for assessing and managing OHS risks and impacts, provide technical support to the participating municipalities to comply with the national laws and regulations on OSHA, 2007 and WIBA, 2007, other laws, and the World Bank Core Principles
- f) Advice and ensure all OSH requirements are adhered to at (i) the National government level/UDD, and (ii) County governments/cities/municipalities sub-projects level.
- g) Prepare and maintain a database of the OSH register and compliance status of all applicable activities under the program
- h) Participate in field visits to assess and monitor the occupational, health and safety compliance where construction activities are ongoing as described in the sub-project site-specific ESMP's and the contractors' ESMPs.
- i) Participate in review of the Annual Performance Appraisal (APA) reports, and submit opinion on OSH compliance to the NPCT for consideration and action.
- j) Review municipal quarterly and half-yearly OSH reports and prepare a consolidated analysis of OSH issues including accidents and incidents report for submission to the World Bank.
- k) Provide technical assistance on OSH to any county/municipality in need, subject to NPCT approval.
- l) Offer initiatives on capacity-building on OSH to both SDHUD and KUSP2's participating counties/municipalities.
- m) As part of the program stakeholder engagement (e.g., citizen for a), ensure that local communities are well informed about health and safety issues related to program activities, mitigation measures, and avenues for seeking redress on community health incidents that are related to the project.
- n) Undertake trainings on OHS risk management to the participating municipalities and, contractor(s) and collaborate with the lead agencies such as DOSHS to deliver the training
- o) Advice the NPCT Grievance Redress Committee on the resolution of complaints registered at or escalated to the NPCT and related to OSH matters.
- p) As required, participate in the undertaking of Environmental Social Health and Safety Audit for selected sub-projects
- q) Perform any other duties as reasonably requested by the Programme Coordinator.

4. Duration and location of the assignment

This program shall be implemented for five (5) years. 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 subject to satisfactory performance and business needs following annual reviews by the office of the Program Coordinator, availability of funds, and continuation of the program.

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

5. Reporting requirements and Timelines for deliverables

The Consultant will report to the KUSP2 Coordinator through the NPCT Safeguards lead officer. There shall be no subordinate staff management responsibilities.

The Consultant will generally work from Monday to Friday 0800h to 1700h on a **full-time basis**.

The consultant shall be responsible for providing services in line with the ToR.

The following deliverables will be expected from the consultant:

- (a) Technical Advice note as in 3(b) above, outlining the consultant' understanding of the assignment and a clear work plan to meet KUSP2 OSH requirements
- (b) Tools/guidelines and Checklists for OSH compliance assessment and monitoring
- (c) Quarterly OSH compliance assessment reports submitted to the NPCT
- (d) Bi-annual OSH compliance assessment reports for submission to the World Bank (WB)
- (e) Provide technical guidance, prepare OSH training materials, and conduct health and safety capacity building to the SDHUD, KUSP2 participating cities/municipalities, and the contractors.

The Consultant will prepare monthly activity reports in English as required under the main tasks of this assignment and submit them to the Client through the Safeguards lead officer within seven (7) days after the end of reporting month or period as appropriate. All reports will be submitted in three (3) hard and soft copies (in Microsoft Word, Excel, or Power Point, or any other format deemed appropriate by the lead officer). These reports will accompany the consultant's timesheet for payment.

6. Payment schedule/Remuneration

Payment to the consultant 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 expenses 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:

- i. At least a Master's Degree in Occupational Health and Safety, Safety Engineering or equivalent from a university recognized in Kenya.
- ii. Must be Registered/Accredited by the Directorate of Occupational Safety & Health Services (DOSHS) or any other reputable agency recognized in Kenya and be in possession of a valid practicing license.
- iii. At least ten (10) years general experience (including specific experience in two (2) similar assignments, with at least 1 assignment in the last 5 years) in various aspects of OSH preferably on infrastructure development projects.
- iv. Must demonstrate working experience on Occupational Health & Safety issues including but not limited to occupational health & safety risk assessment, preparation of mitigation instruments, air quality management, first aid, fire safety, and plant/equipment audits.
- v. Demonstrate knowledge and experience in working with the devolved/sub-national governments on multi-agency projects.

8. Management and accountability of the assignment

The Ministry of Lands, Public Works, 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 NPCT Safeguards lead officer. The Consultant will report on all technical matters to the Safeguards lead officer 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 the 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, 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.