

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 Strategy Advisor (Individual Consultant)

Contract No.: KE-MOTI-409422-CS-INDV

March 2024

Client: Principal Secretary State Department for Housing and Urban Development P.O. Box 30119-00100 6th Floor, Ardhi House 1st Ngong Avenue Nairobi, Kenya Tel: +254-02-2729200 E-mail: ps@housingandurban.go.ke

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 ended 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 a Strategy Advisor as an Individual Consultant.

The Consultant is expected to offer support and advice on all activities across the program by providing strategic and problem-solving support on key program activities.

2. Objective of the Assignment

The main objective of this consultancy services is to provide advice and guidance on the implementation and operationalization of KUSP II program result areas and components in line with national policy priorities and agendas in the urban development sector. More specifically, the Consultant will provide strategic and problem-solving support on the program and particularly around coordination of efforts to ensure that the goals and objectives of the program are met. Being a cross-cutting role, this position will require strong strategic problem-solving skills, interpersonal skills, personal initiative as well as excellent skills in persuasion, influencing, building, and nurturing relationships.

3. Scope of the consulting services and specific tasks

3.1. Specific Tasks

The Consultant is expected to undertake the following specific tasks:

- a) Support NPCT in implementation of the program to achieve the program development objectives
- b) Work closely with all the components to provide guidance and coordination of initiatives that are intended to achieve objectives of the NUDP and KenUP.
- c) Lead efforts to quickly break down problems and help the team to iterate rapidly towards evidence-based solutions.
- d) Support synergistic program delivery approaches by promoting program implementation mechanism that create harmonization across initiatives within the State Department.
- e) Develop and outline major areas of support to the KUSP II Coordinator and maintain a centralized action matrix to ensure that the KUSP II Program Coordinator and NPCT have line of site on achievement of various tasks within the overall portfolio of programs, initiatives, and projects under KUSP II.
- f) Conduct analysis on the performance of the program as needed including providing required progress and impact reports.

- g) Support to the KUSP II Program Coordinator and NPCT around preparation of various documentation required for missions and/or other high-level engagements around program management, coordination, and implementation.
- h) Develop effective governance and performance management arrangements through review and support development of various templates, guidelines, and manuals as noted in the KUSP POM to ensure the effective, planning, integration, coordination, implementation, management, and regulation of programs under the remit of the KUSP II.
- i) Participate of technical and supervision missions.
- j) Perform any other duties as reasonably requested by the KUSP II Program Coordinator.

4. Duration and Location of the assignment

This program shall be implemented for five (5) calendar years. The Consultant will be contracted for an initial period of twelve (12) calendar months. It is intended that thereafter the provision of the services will be extended for a further twelve (12) calendar months subject to satisfactory performance and business need 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 the 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 deliverable**

The Consultant will report directly to the KUSP2 Coordinator. There shall be no subordinate staff management responsibilities. The Consultant will generally work from Monday to Friday from 0800h to 1700h.

The Consultant shall be responsible for providing services in line with the ToRs. The following deliverables will be expected from the Consultant:

- Monthly Reports covering tasks outlined under scope of services and specific tasks, and submit them to the program coordinator.
- Jointly developed work plans and tracking matrices for projects, initiatives, and programs.
- Strategic analysis and market insights on urban development and program implementation practices to drive project outcomes across the participating counties and municipalities.
- Regular updates on project timelines based on required reporting framework durations.
- Ad hoc reports on projects undertaken in support of the KUSP II Program Coordinator.

All reports will be submitted within 7 days after the end of reporting month or period in hard and soft copies (in Microsoft Word, Excel, or Power Point, or in any other format as may be deemed

appropriate by the Component Head). 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.

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:

Qualification: At least master's degree in finance, economic development, business administration, or other relevant to the assignment from a university recognized in Kenya.

General experience: At least 10 years' general demonstrable working experience relevant to the assignment.

Specific experience: Experience in the urban development sector and related issues with a minimum of two (2) similar assignments, with at least one (1) assignment in the last five (5) years, and knowledge and experience in Kenya Government 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 KUSP II) to whom the Consultant will report on all contractual matters.

The KUSP II Program Coordinator will also be responsible for all payments to the Consultant. The Consultant will report on all technical matters to the KUSP II Program Coordinator 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 undertakes to perform the assignment with the highest standards of professional and ethical competence and integrity. The Consultant is expected to undertake activities that will ensure that outputs are consistent with the professional and legal requirements. The Consultant shall be responsible for the provision of their own computer, with requisite software to perform the assigned duties, transport, accommodation, insurance, communication, and other associated costs.

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.