



MINISTRY OF MINING, BLUE ECONOMY AND MARITIME AFFAIRS
STATE DEPARTMENT FOR THE BLUE ECONOMY AND FISHERIES
AQUACULTURE BUSINESS DEVELOPMENT PROGRAMME

Expression of Interest (EOI)

for

Consultancy services for construction supervision of landing sites

Ref No: *KEN-2000001132-0301-CS-QCBS*

Issue Date:
November 26, 2024



Foreword

This document has been prepared by *Aquaculture Business Development Programme* and is based on the 1st edition of the IFAD-issued standard procurement document for expression of interest available at www.ifad.org/project-procurement. This bidding document is to be used for the procurement of services using Quality and Cost Based Selection (QCBS) in projects financed by IFAD.

IFAD does not guarantee the completeness, accuracy or translation, if applicable, or any other aspect in connection with the content of this document.

Instructions to Consultants¹ Consultancy services for construction supervision of landing sites

Reference Number: **KEN-2000001132-0301-CS-QCBS**

Nairobi, November 26 2024

1. The National Treasury has received financing from the International Fund for Agricultural Development (“the Fund” or “IFAD”) towards the cost of Aquaculture Business Development Programme (“the client” or “procuring entity”), and intends to apply part of the proceeds for the recruitment of consulting services, for which this REOI is issued.

The use of any IFAD financing shall be subject to IFAD’s approval, pursuant to the terms and conditions of the financing agreement, as well as IFAD’s rules, policies and procedures. IFAD and its officials, agents and employees shall be held harmless from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any party in connection with **Aquaculture Business Development Programme**

2. The client now invites expressions of interest (EOIs) from legally constituted consulting firms (not individual consultants) (“consultants”) to for Consultancy services for construction supervision of landing sites. More details on these consulting services are provided in the preliminary terms of reference (PTOR) attached as **Annex 1**. The consultant may sub-contract selected activities provided that said services will not exceed 20% of the total consultancy work.
3. Before preparing its EOIs, the consultant is advised to review the preliminary terms of reference attached as **Annex 1**, which describe the assignment and **Annex 2** that details the evaluation of the technical qualifications.
4. The consultant shall not have any actual, potential or reasonably perceived conflict of interest. A consultant with an actual, potential or reasonably perceived conflict of interest shall be disqualified unless otherwise explicitly approved by the Fund. A consultant including their respective personnel and affiliates are considered to have a conflict of interest if they a) have a relationship that provides them with undue or undisclosed information about or influence over the selection process and the execution of the contract, b) participate in more than one EOI under this procurement action, c) have a business or family relationship with a member of the client’s board of directors or its personnel, the Fund or its personnel, or any other individual that was, has been or might reasonably be directly or indirectly involved in any part of (i) the preparation of this expression of interest, (ii) the selection process for this procurement, or (iii) execution of the contract (.iv) Design of the Landing sites. The consultant has an ongoing obligation

¹ This document refers to legally constituted consulting firms as “consultant”.

to disclose any situation of actual, potential or reasonably perceived conflict of interest during preparation of the EOI, the selection process or the contract execution. Failure to properly disclose any of said situations may lead to appropriate actions, including the disqualification of the consultant, the termination of the contract and any other as appropriate under the IFAD Policy on Preventing Fraud and Corruption in its Projects and Operations².

5. All consultants are required to comply with the Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations (hereinafter, "IFAD's Anticorruption Policy") in competing for, or in executing, the contract.
 - a. If determined that a consultant or any of its personnel or agents, or its sub-consultants, sub-contractors, service providers, suppliers, sub-suppliers and/or any of their personnel or agents, has, directly or indirectly, engaged in any of the prohibited practices defined in IFAD's Anticorruption Policy or integrity violations such as sexual harassment, exploitation and abuse as established in IFAD's Policy to Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse³ in competing for, or in executing, the contract, the EOI may be rejected or the contract may be terminated by the client.
 - b. In accordance with IFAD's Anticorruption Policy, the Fund has the right to sanction firms and individuals, including by declaring them ineligible, either indefinitely or for a stated period of time, to participate in any IFAD-financed and/or IFAD-managed activity or operation. The Fund also has the right to recognize debarments issued by other international financial institutions in accordance with its Anticorruption Policy.
 - c. Consultants and any of their personnel and agents, and their sub-consultants, sub-contractors, service providers, suppliers, sub-suppliers and any of their personnel and agents are required to fully cooperate with any investigation conducted by the Fund, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to this selection process or the execution of the contract and to have such accounts, premises, records and documents audited and/or inspected by auditors and/or investigators appointed by the Fund.
 - d. Consultants have the ongoing obligation to disclose in their EOI and later in writing as may become relevant: (i) any administrative sanctions, criminal convictions or temporary suspensions of themselves or any of their key personnel or agents for fraud and corruption, and (ii) any commissions or fees paid or to be paid to agents or other parties in connection with this selection process or the execution of the contract. As a minimum, consultants must disclose the name and contact details of the agent or other party and the reason, amount and currency of the commission or fee paid or to be paid. Failure to comply with these disclosure obligations may lead to rejection of the EOI or termination of the contract.

² The policy is accessible at www.ifad.org/anticorruption_policy.

³ The policy is accessible at <https://www.ifad.org/en/document-detail/asset/40738506>.

- e. Consultants are required to keep all records and documents, including electronic records, relating to this selection process available for a minimum of three (3) years after notification of completion of the process or, in case the consultant is awarded the contract, execution of the contract.
6. The Fund requires that all beneficiaries of IFAD funding or funds administered by IFAD, including the client, any consultants, implementing partners, service providers and suppliers, observe the highest standards of integrity during the procurement and execution of such contracts, and commit to combat money laundering and terrorism financing consistent with IFAD's Anti-Money Laundering and Countering the Financing of Terrorism Policy.⁴
7. **Procedure:** the selection process will be conducted using *Quality Cost Based Selection (QCBS)* as laid out in the IFAD Procurement Handbook that can be accessed via the IFAD website at www.ifad.org/project-procurement. The client will evaluate the EOIs using the criteria provided in **Annex 2**. The shortlisted consultant(s) will be provided with the detailed TORs and asked to submit a detailed technical and financial offer. The evaluation will include a review and verification of qualifications and past performance, including a reference check, prior to the contract award.
8. Consultants may associate with other firms to enhance their qualifications but should indicate clearly whether the association is in the form of a joint venture and/or a sub-consultancy. In the case of a joint venture, all the partners in the joint venture shall be jointly and severally liable for the entire contract, if selected.
9. Any request for clarification on this EOI including the PTOR should be sent via e-mail to the address below no later than **4th December April 2024 EAT** The client will provide responses to all clarification requests by **6th December 2024 EAT**.
10. **Submission Procedure:** please submit your expression of interest using the forms provided for this purpose. Your EOI should comprise one (1) original copy of each EOI form annexed to this document. EOIs shall be submitted to the address below no later than **11.00AM 11th December 2024 EAT**.

Aquaculture Business Development Programme
Attn: Samuel Muthui Ikima, Procurement Specialist
P.O.Box 904-10100 Nyeri, Kenya
Tel: +254(0)721490056/750484817/754929293
E-mail: Procurement@abdpcu.org

Yours sincerely,

Sammy Macaria

⁴ The policy is accessible at <https://www.ifad.org/en/document-detail/asset/41942012>.

Aquaculture Business Development programme

Form EOI-1

EOI Submission Form

Nairobi, November 26, 2024

[Authorized official]

Re: Consulting Services for Consultancy services for construction supervision of landing sites

Ref: KEN-2000001132-0301-CS-QCBS

We, the undersigned, declare that:

1. We are expressing our interest in providing the consulting services for the above-mentioned assignment and have no reservations to the REOI, the instructions to the consultants and any addenda thereto.
2. Our expression of interest is open for acceptance for a period of ninety (90) days.
3. Our firm, its associates, including any subcontractors or suppliers for any part of the contract, have not been declared ineligible by the Fund and have not been subject to sanctions or debarments under the laws or official regulations of the client's country or not been subject to a debarment recognized under the Agreement for Mutual Enforcement of Debarment Decisions (the "Cross-Debarment Agreement")⁵, beyond those declared in paragraph 9 of this EOI submission form.
4. We acknowledge and accept the IFAD Revised Policy on Preventing Fraud and Corruption in its Activities and Operations. We certify that neither our firm nor any person acting for us or on our behalf has engaged in any prohibited practices as provided in ITC Clause 6. Further, we acknowledge and understand our obligation to report to anticorruption@ifad.org any allegation of prohibited practice that comes to our attention during the selection process or the contract execution.
5. No attempt has been made or will be made by us to induce any other consultant to submit or not to submit an EOI for the purpose of restricting competition.
6. We acknowledge and accept the IFAD Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse. We certify that neither our firm nor any

⁵ The Cross-Debarment Agreement was entered into by the World Bank Group, the Inter-American Development Bank, the African Development Bank, the Asian Development Bank and the European Bank for Reconstruction and Development, additional information may be located at: <http://crossdebarment.org/>.

person acting for us or on our behalf has engaged in any sexual harassment, sexual exploitation or abuse. Further, we acknowledge and understand our obligation to report to ethicsoffice@ifad.org any allegation of sexual harassment, sexual exploitation and abuse that comes to our attention during the selection process or the contract execution.

- The following commissions, gratuities, or fees have been paid or are to be paid with respect to the selection process: *[Insert complete name of each recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity.]*

| Name of Recipient | Address | Reason | Amount | Currency |
|-------------------|---------|--------|--------|----------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

(If none has been paid or is to be paid, indicate “none.”)

- We declare that neither our consulting firm nor any of its directors, partners, proprietors, key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners have any actual, potential or perceived conflict of interest as defined in ITC Clause 5 regarding this selection process or the execution of the contract. *[insert if needed: “other than the following:” and provide a detailed account of the actual, potential or perceived conflict].* We understand that we have an ongoing disclosure obligation on such actual, potential or perceived conflicts of interest and shall promptly inform the client and the Fund, should any such actual, potential or perceived conflicts of interest arise at any stage of the procurement process or contract execution.
- The following criminal convictions, administrative sanctions (including debarments) and/or temporary suspensions have been imposed on our consulting firm and/or any of its directors, partners, proprietors, key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners:

| Nature of the measure (i.e., criminal conviction, administrative sanction or temporary suspension) | Imposed by | Name of party convicted, sanctioned or suspended (and relationship to the consultant) | Grounds for the measure (i.e., fraud in procurement or corruption in contract execution) | Date and time (duration) of measure |
|--|------------|---|--|-------------------------------------|
| | | | | |

| | | | | |
|--|--|--|--|--|
| | | | | |
| | | | | |

If no criminal convictions, administrative sanctions or temporary suspensions have been imposed, indicate “none”.

10. We acknowledge and understand that we shall promptly inform the client about any material change regarding the information provided in this EOI submission form.
11. We further understand that the failure to properly disclose any of information in connection with this EOI submission form may lead to appropriate actions, including our disqualification as consultant, the termination of the contract and any other as appropriate under the IFAD Policy on Preventing Fraud and Corruption in its Projects and Operations.
12. We understand that you are not bound to accept any EOI that you may receive.

[Authorized signatory]

[Name and title of signatory]

[Name and address of firm]

Form
Organization of the Consultant

EOI-2

Re: Consulting Services for Consultancy services for construction supervision of landing sites

Ref: KEN-2000001132-0301-CS-QCBS

[Provide a brief description of the background and organization of your firm/entity and of each associated firm for this assignment. Include the organization chart of your firm/entity. The EOI must demonstrate that the consultant has the organizational capability and to carry out the assignment. The qualifications document shall further demonstrate that the consultant has the capacity to field and provide experienced replacement personnel on short notice. Key staff CVs are not required at the shortlisting stage.]

| | |
|---|--------|
| Name of the firm | |
| Date of establishment | |
| Country of registration | |
| Full address of the firm | |
| Focal point: name, position, contact information (telephone, email): | Name: |
| | Tel: |
| | Email: |
| Number of branches in the country | |
| Country(ies) of operations with number of branches in each country | |
| Number of full-time employees | |
| Number of part-time employees | |
| Field(s) of expertise of the firm | |
| Number of professional staff with experience related directly to the assignment | |

| | |
|---|--|
| Subsidiary and associated companies <i>(wherever applicable)</i> : (details in the following format to be provided for all associates) – (i) Name of the company (ii) Nature of business (iii) Address of the company (iv) Website of the company (v) Brief description of company (maximum of 120 words) | |
| Any other information that the consultant would like to add: | |

Maximum 10 pages

Form EOI-3

Experience of the Consultant

Re: Consulting Services for *Consultancy services for construction supervision of landing sites*

Ref: *KEN-2000001132-0301-CS-QCBS*

[Using the format below, provide information on each relevant assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under the preliminary terms of reference included in this EOI. The EOI must demonstrate that the consultant has a proven track record of successful experience in executing projects similar in substance, complexity, value, duration, and volume of services sought in this procurement.

Maximum 20 pages]

| | |
|---|---|
| Assignment name: | Approx. value of the contract (in current US\$): |
| Country: Location within country: | Duration of assignment (months): |
| Name of client: | Total No. of staff-months of the assignment: |
| Address, and contact details (including email address(es)): | Approx. value of the services provided by your firm under the contract (in current US\$): |

| | |
|--|--|
| Start date (month/year): | No. of professional staff-months provided by associated consultants: |
| Completion date (month/year): | |
| Name of associated consultants, if any: | Name of proposed senior professional staff of your firm involved and functions performed (indicate most significant profiles such as project director/coordinator, team leader): |
| Narrative description of project: | |
| Description of actual services provided by your staff within the assignment: | |

Name of Firm: _____

ANNEX 1

PRELIMINARY TERMS OF REFERENCE

Terms of Reference (TOR)

Consultancy services for construction supervision of landing sites

1. Client

The client for this assignment is *Aquaculture Business Development Programme*.

2. Country background

Kenya's fisheries sector plays an important role in the Country's economic and social development, albeit below its potential. The main fish sources include aquaculture (farmed fish) and the capture fisheries, with the latter playing a much larger role in Kenyan fish production systems, although aquaculture has been recently making a substantial contribution.

The fisheries potential of Kenya's inland waters, mainly from commercial fishing is estimated between 150,000 to 300,000 metric tonnes (MT). Production from capture fisheries has stagnated and declined over the past decade.

The total quantity of fish landed increased by 5.9 per cent to 173,000 MT in 2022. Fish production from fresh water sources increased from 135,000 MT in 2021 to 141,400 MT in 2022. Lake Victoria, the biggest producer of fresh water fish, recorded a 3.4 per cent increase to 97,500 MT in 2022. Fish production from marine sources also increased from 29,100 MT 2021 to 32,200 MT in 2022. The total value of fish landed increased by 6.1 per cent to Kes 31.1 billion in 2022. Fresh water fish accounted for 77.6 per cent of the total value of fish produced and increased by 4.8 per cent to Kes 24.1 billion in 2022.

To promote the government's BETA economic model, the Lead Programme Implementing Agency requested that post-MTR, ABDP supports development of fish landing sites and cage aquaculture farming in the five riparian counties of Lake Victoria (Busia, Siaya, Kisumu, Homabay and Migori counties) to tap into the resource, increase fish production for food and nutrition security, create employment especially to the mass of unemployed youth and generate income. The landing sites will serve as aggregation centres for both the pond fish farmers and cage aquaculture farmers. The site selection for landing sites was based on economic importance of already gazetted landing sites.

3. Background on project

Aquaculture Business Development Programme is an eight-year Programme whose **Goal** is reduced poverty and increased food security and nutrition in rural communities with a **Programme Development Objective** to increase the incomes, food security and nutritional status of the wider communities of poor rural households involved in aquaculture in the targeted Counties.

The Programme outcomes are improved production, productivity as well as food security and nutrition of smallholder farmers; and improved efficiency of the value chain in fish and fish products by promoting a business approach at all scales.

ABDP comprises two mutually supportive Components concentrated on strengthening the aquaculture value chains to benefit smallholder fish producers, small-scale supporting service providers and their rural communities. The substantive ABDP Component activities and investments are facilitated by an implementation support structure (under the project's Component 3) embedded in the host GoK agency providing physical and financial management, and proactive knowledge management, monitoring and evaluation functions.

Component 1: Smallholder Aquaculture Development: aims to raise the efficiency, profitability and sustainability of ongoing and new aquaculture activities in mixed smallholder farming systems, with associated nutrition activities to improve diet quality and food security of the wider rural communities. In doing so, the Programme will promote viable business activities based on aquaculture through group and enterprise mobilization, training and support, investment in productive infrastructure, and the transfer of technical and business skills. Promoting climate smart technologies and practices, and environmentally sustainable forms of production will be crosscutting themes. Particular attention will be given to water needs and quality, as well as the suitability of different agro-ecological zones for different aquaculture technologies

Component 2: Aquaculture Value Chain Development: seeks to improve the efficiency of the whole aquaculture value chain, with a concentration of Programme effort and resources on operations that either include smallholders directly or demonstrably benefit the mass of small-scale producers. The second Component is driven by the creation of a range of PPPs within the aquaculture value chain. It would also feature a number of modest but important actions to strengthen the public and private services crucial to success in the Subsector, including the policy and regulatory framework, public infrastructure, extension capacity, priority research, quality assurance services, fish health and surveillance services and access to financial services.

Program Cost and Financing:

ABDP's total costs, including physical and price contingencies, were estimated at USD 143.3 million. This comprises the following: a) IFAD Loan of USD 67.9 million (composed of an initial USD 40 million approved at design and an additional financing of USD 27.9 million following the signing of revised financing agreement between IFAD and GoK in June 2020); b) GoK contribution of USD 31.4 million; c) FAO contribution of USD 0.4 million (through a Technical Cooperation Project (TCP)); and d) beneficiary contribution of USD 43.6 million.

4. Background of the assignment

Fish post-harvest losses accounts for 25% of fish loses due to improper handling given the perishable nature of fish. To be able to address specific fish post-harvest management challenges in Kenya's inland waters, and advance Kenya's goals for economic development and conservation, there is need to undertake fisheries infrastructure development to develop and strengthen capacity of Kenya's fishermen and cage farmers to address fish post-harvest losses.

The proposed development of fishing landing sites will allow fish farmers to land harvest in a Phyto-sanitary environment, bulk, process, preserve and aggregate fish for market. This translates to added value of product versus when they have to sell fish at a throw-away price in the absence of post-harvest management infrastructure.

The Employer will require the Consultant so selected to render Services which include all activities, whether explicitly named or not, deemed relevant for the successful completion of construction works through construction supervision of the works contracts. The detailed description of the required Services is given in this Terms of Reference.

In execution of the task, the Consultant will be expected to work in close coordination with all parties involved so as to deliver the assignment.

5. Overall objectives

The Overall Goal of ABDP is 'Reduced poverty and increased food security and nutrition in rural communities', as shown by improved dietary diversity. In pursuit of this goal, the Programme Development Objective is 'to increase the incomes, food security and nutritional status of the wider communities of poor rural households involved in aquaculture in the targeted Counties', with progress indicated by the percentage of beneficiaries reporting increased annual net income and the percentage increase in national annual fish consumption).

6. Objectives of the assignment

The objective of this assignment is to support the infrastructure development under ABDP by providing Construction Supervision for the nine (9) Landing sites located across the five Lake Victoria riparian counties of Busia, Kisumu, Siaya, Homabay and Migori. The Programme proposes to select a Construction Supervision Consulting Firm to undertake the construction supervision

7. SCOPE OF SERVICES AND SPECIFIC TASKS

7.1 Scope of Services

The scope of services of the consultancy shall include Construction Supervision of the works, Project Management Advisory Services to ensure the works contracts are completed to the required standards, contracted costs, and contracted period for the nine (9) fish landing sites.

7.2 The specific tasks include:

The specific tasks of the assignment include:

- i). To prepare for implementation of supervision activities and put in place a comprehensive, documented quality assurance framework;
- ii). To carry out the construction supervision of the Works Contract in the role of the "Engineer/Project Manager" as described in the Conditions of Contract for the works contract.
- iii). To provide and/or facilitate as necessary the assessment monitoring and management of environmental and social impacts and compliance with the applicable laws and SECAP standards in respect of environment and social safeguards and work-related health and safety regulations;
- iv). To monitor and report on all aspects of the works contract, the supervision contract and related aspects to the Employer;

- v). To advise, assist and support the Employer in contract monitoring, reporting and production of As-Built Drawings, and comprehensive progress photographs; and
- vi). To carry out all other services reasonably relating to successful execution of the construction supervision.

In pursuit of these objectives the Consultant will be expected to demonstrate deep familiarity with best practices in environmental and social impact management, building construction supervision. The consultant will also be expected to demonstrate a clear understanding of the stakeholders' requirements and to consult them extensively during the construction.

The consultancy will be carried out in accordance with IFAD Standards and will include such tests and controls, as the consultant considers necessary under the circumstances, in consultation with the Client.

7.2.1 Supervision of Building Works and Defects Monitoring

The Consultant shall be fully responsible for supervision of the construction and defects monitoring of works and will assume responsibility for the supervision of the construction works. In this regard, the Consultant shall carry out all of the Services necessary, including but not limited to the following:

- i). Check and establish that the Contractor mobilizes and supplies to the contract all plant, equipment and machinery that has been committed in the tender and ensure that all such items of plant remain on the contract site until their release has been authorized;
- ii). Coordinate and deal with matters relating to relocation of utilities as necessary;
- iii). Approve the Contractor's work program, method statements, material sources etc.
- iv). Ensure compliance with all design parameters, inspect the setting-out, progress and quality of work, and to resolve technical issues that may arise during the course of the works.
- v). Check the quality of the materials brought to site and ensure that the quality of construction activities is in compliance with the Specifications;
- vi). Ensure the Contractor establishes testing laboratories or selected a private or government testing facilities procedures for testing etc. including the Quality Management System stipulated in the Technical Specifications;
- vii). Lead project site inspections/meetings, including but not limited to kick-off meetings, regular progress meetings, trouble-shooting, practical completion/hand over, and final sign-off meetings;
- viii). Prepare and submit reports as defined in the Terms of Reference (Reporting Obligations) and Maintain records, correspondences and diaries;
- ix). Approve and/or issue working drawings, approve the setting out of the works and give instructions to the Contractor.
- x). Measure the completed works and keep measurement records necessary for preparation of valuations of work carried out and completed and submit Interim Payment Certificates and measurements to the satisfaction of the Employer for payments;
- xi). Inspect the extraction, or fabrication, or assembly of materials and components as appropriate to affirm quality of such materials/workmanship before delivery to site.

- xii). Ensure the proper opening and reinstatement of quarries, spoil areas and borrow pits in accordance with the requirements of the Technical Specifications and the National Environment Management Authority (NEMA) regulations of Kenya.
- xiii). Assess claims notified by the Contractor and potential claims. Advise the Employer on the outcome of the review and make recommendations on appropriate action by the Employer.
- xiv). Ensure that the Contractor introduces, establishes and maintains appropriate and mandatory health and safety measures and procedures on site.
- xv). When required, review and comment on periodic financial reports including the effect of any variations on costs due to change orders.
- xvi). Carry out all administration work related to project supervision requirements including proper conduct, attendance and performance of duties of staff and ensuring that appropriate records are kept for all equipment, materials, etc. which have been supplied under the Contract.
- xvii). Prepare and submit detailed inventories on all the facilities including buildings, roads, drainage structures, traffic signs and all other basic construction details.
- xviii). At practical completion stage undertake joint-inspection of the works with all parties and agree a punch-list of deficiencies/outstanding works to be rectified.
- xix). In the event that there are outstanding claims at the end of the Construction Phase, the Consultant shall assist the Employer in claims analysis, and resolution of contractual disputes and in the litigation process that may ensue.
- xx). During the Defects Liability Period, Inspect the works at appropriate intervals during the defects liability period and certify the Defects Liability Certificate for issuance by the Employer.
- xxi). At the end of the Defects Liability Period, the Consultant shall secure and compile maintenance and operational manuals, occupation permits, fire protection certificates, Utility Inspector's Certificate for the proper commissioning of the completed built premises.
- xxii). Prepare and submit "as-built" drawings, together with the Final Completion Report for the project. This report shall include all the relevant technical and financial details of the project, including any specific recommendations for routine and periodic maintenance of facilities and those that may require special care and attention.

7.2.2 Environmental, Social, Health, Labor and Safety Risks Mitigation

7.2.2.1 Environmental and Social

The Consultant will assist the Employer in establishing a system for monitoring the application and effectiveness of environmental and social impact mitigation measures set out in the sectoral environmental assessment as per the IFAD procedures (IFAD SECAP standards), and shall:

- (i). Enforce provision of proper road signs and road marking at appropriate places (e.g., no-overtaking lines, warning signs, edge and central reflector, etc)
- (ii). Enforce provision of proper traffic control measures during construction.
- (iii). Ensure the contractor avoids use of long deviations and haul routes.
- (iv). Ensure that all deviations and haul routes shall be kept watered to reduce dust
- (v). Ensure that safety levels for dust emission during aggregate crushing and quarrying should be strictly controlled. This shall be done jointly with the local public health officers in the area. Use of water during the crushing can reduce dust substantially.
- (vi). Ensure that the contractor employs proper construction methods to avoid loose

- material being washed off especially when working during the wet weather. This can be done by controlling the length of the road being opened up especially during earthworks operation.
- (vii). Ensure that all gravel pits and quarries shall be backfilled to the satisfaction of the Engineer after extraction of material. The overburden material removed shall be properly stockpiled and after extraction of material, shall be used for backfilling of the borrow pit. Where it may not be possible to backfill the borrow pit or quarry to its original level, the side slopes shall be properly trimmed before planting of trees and grass.
- (viii). Ensure that the contractor plants trees and other vegetation (e.g., grass) after the restoration of the gravel pits and quarries.
- (ix). Review of Environmental and Social Management Plans(ESMPs): The Engineer – Supervision Consultant- shall carryout review and preparation of addition ESMPs, including but not limited to the following: (a) review the original ESMP, (b) follow- up preparation of additional ESMPs to be prepared by the contractor in due course of construction and before the commencement of construction works, (c) get approval from the Employer/ Employer’s representative, and (d) prepare amendments to the original ESMP and prepare additional ESMPs as required, including in cases where the contractor fails to prepare additional ESMPs required by the contract, and obtain the approval of same from the Employer.
- (x). Monitoring the implementation of the ESMPs: This involves:
- (a) the review and approval of implementation plans prepared by the contractor for the implementation of the mitigation measures for potential risks identified in the ESMPs, (b) monitoring the implementation of the mitigation measures, and
- (c) instructing the contractor to undertake additional safeguard risks mitigation measures.
- (xi). The Engineer shall monitor the contractor’s effort to prevent its staff and labour not- to do harm to the social and cultural values of the local communities.

7.2.2.2 Health and Safety

- (i).The Consultant shall monitor the implementation of the requirements set in the General Conditions of Contract which covers the health and safety of all persons on the site and protection of the public and of owners and occupiers of adjacent land.
- (ii). The Consultant shall monitor that the health and hygiene of the community nearby contractor’s camps, plants and construction sites is not affected by the contractor’s operation, its staff, emissions from plants and equipment and dust.
- (iii). The Consultant shall monitor the implementation of the requirements set in the General Conditions of Contract.

7.2.2.3 Staff and Labor

- (i). The Consultant shall monitor the implementation of the requirements set in the General Conditions of Contract (GCC) with regard to but not limited to preventing the contractor’s labor not to do harm to the social and cultural values of the local community and restricted from being involved in unlawful and disorderly conduct, including children sexual abuse, etc.; prohibition of forced or compulsory labor; prohibition of harmful child labor.
- (ii). The Consultant shall monitor the contractor’s effort to sensitize its staff and labor not to harm the social and cultural values of the local community and prevention of involvement in unlawful and disorderly conduct.

(iii). The Consultant shall report to the Employer the actions taken by the contractor to reprimand and hand over to the law enforcement authorities as required, any staff or labor that has been involved in unlawful and disorderly conduct.

7.2.2.4 Remedial Measures

The Consultant shall apply any penalties, agreed in the contract for delay of the submission of updated ESMPs, implementation plans, and not complying with the requirements of the ESMPs and international good practice.

The Engineer shall apply penalties for non-compliance with environmental, social, health, labor and safety requirements of the contract. When the non-compliance will cause severe damage to the environmental, economic, social and cultural values of the community living within the influence area of the project the Engineer may recommend to the Employer the suspension of the works contract.

7.2.3 Training

As part of Continuous Professional Development (CPD), the Consultant will facilitate transfer of knowledge at all stages and in the various areas of the assignment (Employer’s Staff) on construction project management, contract management, value engineering, project impact evaluation or equivalent. The consultant will present a detailed counterpart participation programme for the counterpart engineer once seconded by the Employer.

8.0 DURATION OF SERVICES

The provision of consultancy services foreseen in the context of this assignment will be carried out for a duration of Nineteen (19) months comprising of Construction Supervision of works of twelve (12) months for Construction Phase, Six (6) months for Defects Liability Period and one (1) month for preparation and submittal of the Final Account and Final Report.

9.0 REPORTING REQUIREMENTS

9.1 Contact Person

For purposes of managing the assignment and receiving reports, communications/issuing notices, the Programme Coordinator who is responsible for the day- to-day administration of the assignment shall be the contact/interfaces point for the Consultant.

9.2 Language and Format

All reports shall be in English and prepared on A4 metric size paper and the Tender drawings shall be submitted in A3 size (photo-reduced from the original A1 size). All reports will be submitted in two (2) hard copies and two (2) soft copies in USB format. The soft copies shall be in two versions; a searchable, colour pdf version (in one single file) and editable versions of the component sections of the report (i.e., in formats compatible with MS Word, MS Excel, MS Project etc). The Consultant will discuss and get approval of the software format used to prepare the soft copies for drawings to ensure compatibility with available software in the Employer’s establishment.

9.3 Deliverables

The Consultant shall prepare and submit the following reports to the Employer.

Table 1. Reporting Requirements

| Report type | Description | Timeline for submission | Requirements |
|-------------|-------------|-------------------------|--------------|
|-------------|-------------|-------------------------|--------------|

| | | | |
|---|---|---|--|
| Project Management Plan | Outline the resources, systems, processes, tools, and performance controls needed to manage and monitor the overall project implementation | 14 Days from Contract Commencement | Two (2) hard copies and two (2) softcopies to be submitted 14 days after the date of commencement of Consultancy Services |
| Revised Work plan for the Services per project. | Summary of the Consultant's work plan and state of mobilization. | 14 days from contract commencement | Two (2) hard copies and two (2) softcopies to be submitted 14 days after the date of commencement of Consultancy Services. |
| Monthly Progress Reports per project | This shall include separate Monthly Progress Reports on the Consultant's Services Contract as well as the Contractor's Works Contract. It shall summarize the narrative and bar charts or other graphic presentation, illustrating details of the Contractor's progress and any changes in the assignment schedule, impediments and proposed remedies as directed by the Employer. Monthly Valuation reports, It shall outline the summarized details of all works done since commencement for every bill item and all cross sections for works done in the valuation month. Safeguards Performance - it shall describe the monitoring and evaluation of the application and effectiveness of environmental and social impact mitigation measures. The Consultant will include a section on training progress in his regular reports outlined in Section (5) of these Terms of Reference. The Consultant shall detail the training of the Employer's Staff covering areas trainees have been exposed to during the month. | 10 days after end of reporting month for the duration of the assignment | Two (2) hard copies and two (2) softcopies |

| | | | |
|--------------------------------------|--|--|--|
| Final Completion Reports per project | This will describe the type, quality and quantity of materials used in the constructions, and all information which together with the “as built” drawings and specifications to inform the Employer in operation and maintenance of the facilities as may be necessary. The Final Account, It shall tabulate on item-by-item basis all work done (“final work quantity”) and the corresponding amount payable. Sufficient detail shall be included for each item to enable the work quantities to be correlated to specific geographical locations or time periods as appropriate. It will further tabulate all previous certification for each bill item (“total certified quantity”) and, by comparing with the final work quantity with the total certified quantity will determine and implement any adjustments required. | 28 days after the expiry of the Defects Liability Period | Two (2) hard copies and two (2) softcopies |
| | | | |

9.4, Cost of Production

The Consultant shall bear the cost of printing and reproduction of all reports and documents under this assignment as well as all associated cost of submission and obtaining of approvals/Comments as appropriate and should take this into account in his financial proposal.

9.5, Return of Documents, Soft Copies and Software to the Employer

At the end of the assignment, the Consultant shall return to the Employer, documents, reports and all written communications originating from both parties and put at the disposal of the Employer for the purpose of the project, together with an inventory. Soft copies of all documents shall also be handed over to the Employer in a format which is editable by industry standard software agreed with the Employer in advance.

Neither the Consultant nor any of their staff shall claim a right of authorship or design patent on the contents of any of the reports and documents submitted during the project.

10.0, DATA, SERVICES AND ASSISTANCE TO BE PROVIDED BY THE EMPLOYER

The Employer shall provide the Consultant with the list of validated projects as well as the approved designs and basic technical specifications, BoQs, civil works contract for contractors that need to be adhered to ensure compliance of the assignment.

(i). The Employer will make available to the Consultant, the following data, documents and information:

- a) Location details on the site of the works;
- b) Site Investigations data and reports;

- c) IFAD procurement regulations and standard procurement documents for consulting services and works;
 - d) any other document the consultant finds relevant for the execution of the assignment provided that such document is in the custody of the Employer. Appropriate charges may be levied for additional documents not listed under (a) – (d) above and the consultant shall pay for all levies and fees chargeable by the relevant authority for issuance of any required permits. All such costs shall be deemed included in the consultants Financial Proposal.
- (ii). The Employer will provide the following services to the Consultant:
- a) Liaison and assistance to obtain any other information and documents required from the Government of Kenya and which the Employer considers essential for the proper conduct of the assignment;

However, any equipment purchased by the consultant and paid for by the Employer shall become the property of the Employer upon completion of the services, or whenever it is no longer required for carrying out services, whichever occurs earlier.

11. Consultant's qualifications and experience

Key Staff Design and Documentation

The Consultant shall in its proposal provide all key staff and other professionals (who must be fluent in the English language) as outlined in the ToRs. The list of positions to be provided will be indicative of the expertise required for the assignment and the Consultant will organize its team and skills mix based on the needs of the assignment. The Consultant will determine the number and levels of support staff required.

The Consultants shall be well qualified and experienced professionals as required and appropriate for completion of the exercise. They should possess necessary resources to undertake services of such nature including equipment and software required to execute the assignment. The key professionals/expert shall personally carry out (with assistance of junior staff deemed appropriate) the services as described in this TOR. The key experts to be provided by the Consultants for this assignment are as follows: -

- i. Civil/Resident Engineer/Project Manager: The Engineer shall possess a minimum of Bachelor's degree in Civil Engineering from a recognized University. He/She should be registered/accredited by the Engineer's Board of Kenya as a Professional Engineer and a member of the Institution of Engineers of Kenya (IEK). should have a minimum of 15 years of general experience with 2 similar assignments done in the last 6 years. Fluency in both written and spoken English is essential.
- ii. Architect: The Architect shall possess a minimum of a Bachelor's degree in Architecture from a recognized University. He/She should be registered/accredited by the Board of Registration of Architects & Quantity Surveyors (BORAQS) and a

- member of Architectural Association of Kenya (AAK). The Architect should have a minimum of 10 years of general experience with 2 similar assignments done in the last 6 years. Fluency in both written and spoken English is essential.
- iii. Quantity Surveyor: The QS shall possess a minimum of Bachelor's degree in Quantity Surveying or equivalent from a recognized University. He/She should be registered/accredited by the Board of Registration of Architects & Quantity Surveyors (BORAQS) and a member of Architectural Association of Kenya (AAK). should have a minimum of 10 years of general experience with 2 similar assignments done in the last 6 years. Fluency in both written and spoken English is essential.
 - iv. Structural Engineer: The Engineer shall possess a minimum of Bachelor's degree in Civil Engineering from a recognized University. He/She should be registered/accredited by the Engineer's Board of Kenya as a Professional Engineer and a member of the Institution of Engineers of Kenya (IEK). should have a minimum of 8 years of general experience with 2 similar assignments done in the last 6 years. Fluency in both written and spoken English is essential.
 - v. Mechanical Engineer: The Engineer shall possess a minimum of Bachelor's degree in Mechanical Engineering from a recognized University. He/She should be registered/accredited by the Engineer's Board of Kenya as a Professional Engineer and a member of the Institution of Engineers of Kenya (IEK). should have a minimum of 10 years of general experience with 2 similar assignments done in the last 6 years. Fluency in both written and spoken English is essential.
 - vi. Electrical Engineer: The Engineer shall possess a minimum of Bachelor's degree in Electrical Engineering or equivalent from a recognized University. He/She should be registered/accredited by the Engineer's Board of Kenya as a Professional Engineer and a member of the Institution of Engineers of Kenya (IEK). should have a minimum of 10 years of general experience with 2 similar assignments done in the last 6 years. Fluency in both written and spoken English is essential.
 - vii. Environmental and Social Safeguards Specialist: The Specialist shall have a minimum of Bachelor's degree in Environmental Science, Occupational Health & Safety, Community Development or equivalent from a recognized University. He/She shall be registered with NEMA as Lead Expert and have a working knowledge of World Bank's environmental and social safeguards requirements, resettlement, land acquisition, security, and communication with local authorities. should have a minimum of 10 years of general experience with 2 similar assignments done in the last 6 years. Fluency in both written and spoken English is essential.

Minimum Support Staff Requirements

The Consultant will provide the necessary local support staff – including junior engineers, clerk of works, draftsmen and office support staff – needed in order to carry out the assignment and discharge the consultant's responsibilities effectively. The Works Contract will not contain provisions for employment of support staff and all support staff will be

employees of the Consultant.

11.1, ESTIMATED TIME INPUTS FOR KEY EXPERTS

The number of key experts and the estimated time input for each key expert for the assignment are presented in Table 3.

Table 3: Key Staff Inputs for All project Sites

| Ref | Position | Construction Supervision Phase | | Total Inputs (Man months) |
|-----|---|-------------------------------------|---|------------------------------|
| | | Construction period (Man months) | Defects Liability Period (Man months) | |
| | | 1 | Civil Engineer /Resident Engineer/ Project Manager | |
| 2 | Architect | 12 | 2 | 14 |
| 3 | Quantity Surveyor | 12 | 2 | 14 |
| 4 | Structural Engineer | 12 | 2 | 14 |
| 5 | Mechanical Engineer | 12 | 2 | 14 |
| 6 | Electrical Engineer | 12 | 2 | 14 |
| 7 | Environmental and Social Safeguards Specialist | 12 | 2 | 14 |
| | TOTAL | 84 | 14 | 99 |

The following staff requirements and man-months are the estimated construction supervision inputs in respect of support staff for the Services and must be provided for in the technical and financial proposals as appropriate.

Table 4: Support Staff Inputs

| Ref | Description | Qualifications | Number of Staff | Minimum Staff Months per | Total Staff Months |
|-----|--------------------------------|--|-----------------|--------------------------|--------------------|
| 1 | Assistant Resident Engineer or | Undergraduate level qualifications in civil/structural engineering | 5 | 12 | 60 |

| | | | | | |
|---|-------------------------------|---|----|----|-----|
| 2 | Social/Environmental Experts | Undergraduate level qualifications in Social/Environmental Sciences or Equivalent | 5 | 12 | 60 |
| 3 | Clerks of Works or equivalent | Equivalent to Kenya Higher National Diploma or Ordinary Diploma with extensive experience | 12 | 12 | 144 |
| | | Total | 22 | 36 | 264 |

The Consultant will be responsible for paying all emoluments and allowances for the above support staff including housing under each Contract. Appropriate financial provisions must be made under the Consultant's Financial Proposal.

11.2 Remuneration of the firm

The consultant will carry out the Assignment as per the Terms of Reference and in line with the industry's best practice. The consultant's fees shall cover all expenses of staff covering all basic requirements that include transportation, travel, office space and accommodation and shall include the cost of these services in his Financial Proposal.

During performance of supervision services in the construction period and defects liability period the consultant shall include the cost of these services in his Financial Proposal:

- a) Consultant's supervision vehicles inclusive of driver's fuel and lubricants, servicing, insurance.

- Note 1: The consultant shall submit CVs for all Key Staff. All CVs will be evaluated, however only the following Key Experts will be scored: Key Staff 1-7. If any other Key Expert is found unsuitable then the expert shall be replaced with an acceptable expert during contract negotiations.
- Note 2: Foreign Key Experts should be registered with relevant (equivalent) professional bodies and should register with the relevant national professional bodies within three (3) months after signature of contract or be in consortium with local firm

The assignment is expected to take 19 months, 12months for construction supervision phase, 6months Defects Liability period and 1Month preparation and submittal of the Final Account and Final Report.

The Consultant shall forecast inputs from Key Staff (and support staff) to support the key experts in matching the tight deadlines imposed by this Terms of Reference. The Consultant is free to organize and propose the composition of its teams to carry out the studies in a professional and timely manner. Other professionals may include land surveyors, landscape

designers, interior designers, etc. to complete the whole cohort of staff needed to successfully undertake this assignment.

11.3 Location

| S/No. | County | Landing Site |
|-------|---------|-------------------|
| 1 | Busia | Bumbe |
| 2 | Kisumu | Ogal |
| 3 | Kisumu | Asat |
| 4 | Siaya | Wichlum |
| 5 | Siaya | Asembo Bay/Kokach |
| 6 | Homabay | Nyandhiwa |
| 7 | Homabay | Mainuga |
| 8 | Homabay | Wakula |
| 9 | Migori | Got Kachola |

11.4 Project coordination

The Client procurement department shall act as a focal point/liaison with the Consultant. The Consultant shall be responsible for preparation and submission of reports and documents as needed for the project and to the satisfaction of the Client. The reports to be submitted by the consultant are all part of the deliverables and the dates for submission shall be indicated on the Project Management Plan duly approved by the Client. The Consultant will submit all reports in hard and electronic version.

Project Management Plan

The Project Management Plan will outline the resources, systems, processes, tools, and performance controls needed to manage and monitor the overall project implementation,

The Plan should contain, at minimum, the following components:

- i. **In-brief report** – Summary report of the detailed scope and timeline of the consultancy and construction supervision works. The report will include a validated and expanded version of what is contained within the present Terms of Reference.
- ii. **Gap analysis of pre-established initial Project Programme**, Identification of any gaps, risks, weaknesses and/or opportunities in the overall project, scope, schedule, budget, procurement and contracting methodology, risk management strategy, or any other aspect of the project.
- iii. **Outline quarterly project Progress Report** – Proposed outline of the monthly and quarterly progress reports that will be issued by the Consultant (refer to 7.2).

iv. **Detailed project timeline** – Validated and expanded version of the timeline previously developed by the client; including expanded itemized Work Breakdown Structure and milestones for the contractor and consultant.

7. Services and facilities to be provided by the consultant

The consultant is expected to provide their own office and equipment such as office space, laptops, own vehicle, etc. while carrying out the assignment.]

Conduct of the Consultant

12.1 The Consultant staff will be expected to carry out this assignment in an open and transparent manner and with the highest degree of professionalism and integrity.

12.2 The Consultant will not, under any circumstance, take any action or be seen to be taking any actions, which may hinder or prevent the client from executing this or any other assignment included as part of the project preparation activities.

12.3 The Consultant will not, under any circumstance, take any material decision, discuss or reveal any information pertinent to this assignment or any other assignment/ transaction conducted as part of the project preparation activities without the written permission of the client.

12.3 Consultants shall waive all copyrights of documents, data and project information in favour of the client.

This consultancy will be procured using the Quality and Cost based Selection (QCBS) as described in the IFAD Procurement Handbook which is available on the IFAD website. The templates and forms referred to in the handbook are available at the IFAD website: <https://www.ifad.org/project-procurement>.

ANNEX 2

Qualification and Evaluation Criteria

i) Preliminary Examination

For a firm to be evaluated, it must submit all the following documents:

1. Registration certificate from registrar of companies (if JV, registration of all partners)
2. Valid Tax Clearance certificate
3. IF JV submit Letter of intention to enter into a JV – signed by all partners.”
4. Submission form dully filled and signed

ii) Evaluation Criteria

| Item | Evaluation Criteria | Points |
|-----------|--|------------------|
| A. | General experience (All JV partners to meet the criteria) | |
| i | General experience: The firm has demonstrated general experience in execution of design and supervision contracts. | 30 |
| B. | Specific experience (if JV one partner must meet the criteria) | 70 |
| ii | Demonstrated track record of experience in supervision of ESIA/ESMP/ESHS: Attach evidence. | 15 |
| iii | Successfully delivered at least two similar assignments (supervision of construction projects with minimum value of Kes 100,000,000 for each) within the last 5 years - Attach Evidence. | 30 |
| iv | Successfully delivered at least two similar assignments (supervision of construction of landing sites within the last 5 years - Attach Evidence. | 15 |
| v | Experience with donor funded projects; attach evidence. (if JV all partners must meet) | 10 |
| | Total Points | 100 |
| | Minimum points required to pass | 70 points |

