



National Council for Nomadic Education in Kenya

Integrated Mechanisms for Poverty Reduction and Sustainable Education (IMPRESSED) Project

Project ID No.: P-KE-IA0-005
ADF Loan No: 2100150043643

Terms of Reference

For the Provision of

**Consultancy Firm Services for the Design, Compliance and Supervision of Civil
Works in 12 ASAL Counties in Kenya**

October 2026

A. BACKGROUND

The Government of the Republic of Kenya has received financing from the African Development Fund, through the African Development Bank Group, to implement the Integrated Mechanisms for Poverty Reduction and Sustainable Education (IMPRESSED) Project. The Project is implemented by the Ministry of Education through the National Council for Nomadic Education in Kenya (NACONEK), the Executing Agency.

The Project Development Objective is to increase access to quality and inclusive education for out-of-school children aged 6–17 years and improve skills development, employment and livelihood outcomes for out-of-school youth aged 18–35 years in Kenya’s arid and semi-arid lands (ASALs). The Project targets schools and communities in Mandera, Garissa, Wajir, Marsabit, Tana River, Kilifi, Samburu, West Pokot, Turkana, Makueni, Kajiado and Homa Bay counties.

The civil works investments are intended to improve learning conditions, safety, retention, school feeding and community resilience. They include classrooms, dormitories, teachers’ houses, perimeter fencing, digital laboratories or hubs, food and fodder stores, aggregation and value-addition sheds, silos, flour-extruder facilities, equipment foundations and related supporting infrastructure. The facilities must be climate-responsive, inclusive, safe, compliant with applicable laws and standards, and suitable for the operational conditions of ASAL areas. The Project has been screened under the African Development Bank’s Climate Safeguards System (CSS) and classified as Category 2 (moderate climate vulnerability), civil works design and supervision shall give effect to the adaptation measures identified through the Adaptation Review and Evaluation Procedures (AREP) and the Project’s Environmental and Social Management Plan (ESMP), in coordination with NACONEK’s Environmental, Social and Climate Safeguards Specialists.

This consultancy will provide independent multidisciplinary design, compliance, procurement-support, construction-supervision, contract-administration, commissioning and reporting services to ensure that the civil works are delivered to the required quality, cost, time, environmental and social standards.

B. PURPOSE AND OBJECTIVES

The overall objective is to provide comprehensive professional services for the planning, design, statutory compliance, procurement support, supervision, testing, commissioning and handover of IMPRESSED civil works for learning, safety and retention infrastructure.

The specific objectives are to:

- Establish reliable site, user, technical, environmental, social and climate baseline information for each proposed facility.
- Prepare safe, functional, contextually appropriate, cost-effective, climate-resilient, gender-responsive and disability-inclusive architectural and engineering designs.
- Produce coordinated drawings, calculations, specifications, bills of quantities, cost estimates and tender-ready technical documents.
- Support timely acquisition of the required professional, environmental, construction, occupational safety, energy and county approvals.
- Provide objective technical support during procurement while preserving NACONEK’s statutory decision-making responsibilities.
- Supervise construction and installation works, administer contracts and control quality, cost, time, safety, environmental, social and climate change safeguards and contractor performance.
- Test, commission, document and hand over complete and functional facilities, including as-built records, operation and maintenance materials, user training and defects-liability support.

C. SCOPE OF SERVICES

The Consulting Firm shall deploy a multidisciplinary team and undertake the assignment through the following integrated workstreams:

- **Inception and document review.** Review the Financing Agreement, Project Appraisal Report, implementation and procurement plans, environmental and social management plans (ESMPs), safeguards instruments, existing studies, site information and applicable standards. Prepare an inception report, methodology, staffing and deployment plan, detailed work programme, reporting schedule, risk register and quality assurance plan.
- **Site assessments and surveys.** Undertake reconnaissance, condition assessments, user-needs verification, measurements, specification, coordination and interpretation of topographical, geotechnical and other specialized investigations procured separately by NACONEK, utilities assessment, climate and drainage review, access and logistics analysis, land and site-readiness verification, and social and learner-safety baseline assessment.
- **Concept and detailed design.** Prepare coordinated architectural, civil, structural, mechanical, electrical and building-services designs for classrooms, washrooms, dormitories, teachers' houses, fencing, food and fodder stores, value-addition equipment sheds, silos, flour extruder assembly line and other approved facilities, based on standard designs for each facility type adapted to the conditions of each site.
- **Specialized infrastructure integration.** Define the requirements for, coordinate and verify the specialized engineering inputs procured separately by NACONEK, and integrate into the designs the foundations, vibration control, ventilation, fire safety, drainage, power, water, waste management and circulation requirements for flour extruders, silos, oil pressers, hay balers, pelletizers, solarized hybrid truck sheds and related equipment. Designs shall apply passive cooling, renewable-energy integration, rainwater harvesting and water-efficient design, durable materials and ASAL-appropriate construction principles.
- **Costing and tender documentation.** Prepare design reports, calculations, schedules, specifications and implementation phasing; review, verify and consolidate the bills of quantities and engineer's estimates produced through the cost-estimation inputs procured separately by NACONEK; and compile complete tender-ready packages. Review market and logistics conditions to support realistic cost estimates and minimize variations.
- **Statutory and professional compliance.** Prepare or support submissions for NEMA, NCA, county physical-planning and building approvals, occupational safety requirements, professional authentication and other permits. Coordinate EPRA, KEBS and food-grade requirements where solar, battery or food-processing systems are included.
- **Procurement support.** Provide technical inputs to bidding documents, respond to technical clarifications, participate in pre-bid or site meetings when requested and support technical evaluation. Procurement decisions shall remain with NACONEK and the duly appointed evaluation committees.
- **Construction supervision and contract administration.** Review contractor work programmes, method statements, shop drawings, samples and materials; issue site instructions and non-conformance notices; inspect and measure works; verify tests and payment claims; monitor progress and cost; advise on variations and claims; and certify completion in accordance with the contract.
- **Environmental, social, health and safety compliance.** Prepare site-specific Environmental and Social Management Plans (ESMPs) for each works package, consistent with the Project ESMP and NEMA requirements, and monitor implementation of the ESMPs, occupational health and safety plans, labour-management procedures, grievance-redress mechanisms, learner protection, site segregation, child-labour prohibition, gender-based violence and sexual exploitation and abuse prevention, community access and waste-management requirements. The Firm shall avoid or minimize deforestation impacts in siting and material sourcing, coordinate site works with the Project's tree-planting and agro-forestry activities including protection of planted *Gliricidia sepium* stands where relevant, and report climate-related grievances and safeguards indicators to NACONEK on the same schedule as other ESMP reporting
- **Digital monitoring and quality control.** Use appropriate BIM/CAD tools and mobile or web-based reporting systems to maintain georeferenced photographs, inspection records, test results, site diaries, instructions, progress dashboards, cost information and an auditable design and supervision record.
- **Testing, commissioning and handover.** Witness and certify material, structural, electrical, mechanical and functional tests; prepare snag lists; verify rectification; support practical completion and final acceptance; and

submit as-built drawings, asset information, warranties, commissioning records and operation and maintenance manuals.

- **Capacity building and post-handover support.** Train designated NACONEK, school and community personnel on facility safety, routine maintenance, operation of installed systems and record keeping. Support post-occupancy review and defects-liability inspections within the period provided in the contract.

D. EXPECTED DELIVERABLES AND INDICATIVE TIMELINE

All deliverables shall be submitted in editable electronic format and in signed final form as required by NACONEK. The Firm shall incorporate comments and obtain written acceptance before proceeding to dependent activities.

No.	Deliverable	Minimum Content	Indicative Timeline
1	Inception Report	Methodology, work plan, staffing and deployment schedule, site-assessment plan, reporting arrangements, risk register, quality assurance and digital-monitoring framework.	Within 2 weeks of commencement
2	Site Assessment and Feasibility Reports	Baseline findings, needs verification, condition surveys, site readiness, land and access issues, utilities, social and learner-safety risks, and recommended intervention for each site.	Within 6 weeks or as phased in the approved work plan
3	Concept and Detailed Design Packages	Architectural and engineering reports, drawings, structural and services calculations, schedules, equipment-foundation requirements, climate-resilient features and design review records.	Within 12 weeks for the first packages; thereafter by approved package schedule
4	Tender-Ready Documentation and Approval Dossier	Specifications, BoQs, cost estimates, implementation schedule, technical tender inputs, site-specific ESMPs, statutory submissions and evidence or status of required approvals.	Before procurement of each works package
5	Procurement Support Reports	Technical clarifications, pre-bid or site-meeting inputs and technical evaluation support records, where requested.	As required during procurement
6	Monthly Supervision and Contract Administration Reports	Progress, inspections, quality tests, cost status, contractor performance, safeguards, safety, instructions, non-conformities, risks and georeferenced photographs.	Monthly during construction
7	Quarterly Compliance and Performance Reports	Consolidated physical and financial progress, statutory and safeguards compliance, climate safeguards indicators including water availability, renewable-energy performance and tree/vegetation survival at project sites, critical risks, corrective measures and performance against the approved programme.	Quarterly during implementation
8	Testing, Commissioning and Handover Reports	Test results, commissioning certificates, snag lists, rectification status, practical-completion recommendations, handover records and functionality confirmation.	At completion of each site or works package
9	As-Built, O&M and Training Documentation	As-built drawings, asset schedules, warranties, operation and maintenance manuals, training materials, attendance records and sustainability arrangements.	Before final acceptance of each package

No.	Deliverable	Minimum Content	Indicative Timeline
10	Final Completion Report	Consolidated outputs, cost and schedule performance, compliance status, lessons learned, outstanding defects, recommendations and post-handover monitoring plan.	At the end of the assignment

E. REPORTING AND INSTITUTIONAL ARRANGEMENTS

The Consulting Firm shall report to NACONEK through the IMPRESED Project Coordinator. The Firm shall also coordinate technically with NACONEK's Environmental, Social Safeguards and Climate Change Specialists, who shall review climate- and safeguards-relevant deliverables and provide comments prior to NACONEK's acceptance. NACONEK shall retain responsibility for contract management, fiduciary oversight, procurement decisions and coordination with the Government of Kenya and the African Development Fund. The Firm shall act as the professional designer, supervisor and contract-administration adviser within the authority delegated under the consulting contract and shall not assume the role of contractor, supplier, regulator or procurement decision-maker.

All reports shall be concise, evidence-based and supported by drawings, calculations, schedules, certified measurements, test results, georeferenced photographs and action trackers, as applicable. Urgent safety, structural, environmental or social concerns shall be reported immediately and shall not await the next routine report.

F. DURATION AND WORK LOCATION

The consultancy shall be implemented over twenty-two (22) months from the commencement date, subject to the approved implementation programme and availability of funds. Key experts shall be deployed at the intensity required by the design, procurement, construction, commissioning and defects-liability activities. The approved staffing and deployment schedule shall provide adequate professional oversight and field presence for all active sites, through scheduled periodic site visits by the key experts and day-to-day inspection by NACONEK-appointed clerks of works provided by the Firm.

The Firm shall operate from Nairobi and in the field. The main coordination point shall be NACONEK's Secretariat, with the Firm's team based in Nairobi and undertaking scheduled periodic site visits to the target counties. The Firm shall plan for remote and ASAL logistics, seasonal access constraints, high-temperature construction conditions and simultaneous implementation of multiple works packages.

G. FACILITATION BY THE CLIENT

NACONEK shall, subject to the contract and approved arrangements:

- Provide available project documents, site information, data, safeguards instruments and previous technical records.
- Issue introductory letters and facilitate access to schools, communities, county offices and relevant public institutions.
- Designate a Project Coordinator or counterpart team to review submissions and coordinate decisions.
- Provide reasonable office access and coordination facilities when the Firm is working from the NACONEK Secretariat.
- Facilitate approved project field transport and ground movement for reconnaissance, site supervision and community engagement, where provided under the contract.
- Coordinate review and acceptance of deliverables and processing of eligible payments.

Unless expressly provided by the Client, the Firm shall be responsible for its personnel, specialist equipment, computers, software, communications, insurance, accommodation and other resources required to perform the assignment.

H. QUALIFICATIONS AND EXPERIENCE OF THE CONSULTING FIRM

The Consulting Firm shall demonstrate the legal, corporate, technical and professional capacity required to undertake the assignment in accordance with Kenyan law and the African Development Bank procurement framework. At a minimum, the Firm shall demonstrate:

- Legal registration and authorization to provide architectural, engineering, quantity-surveying, project-management or related consulting services, together with current tax and corporate compliance documentation.
- At least seven (7) years of relevant corporate experience in architectural and engineering design, civil or structural works supervision, educational or institutional infrastructure, industrial or value-addition facilities, and contract administration.
- Successful completion or substantial completion of at least three (3) similar assignments within the last ten (10) years, supported by contracts, completion certificates or client references.
- Demonstrated experience in multi-site school or public infrastructure, dormitories, classrooms, kitchens, storage facilities, industrial sheds, machinery foundations or comparable works.
- Experience in ASAL, remote or climate-stressed environments and in the application of inclusive design, safeguards, occupational safety and community-engagement requirements.
- Capacity to prepare coordinated BIM/CAD designs, specifications, BoQs, cost estimates, approval submissions, site records, quality-control documentation and digital progress reports.
- Access to a multidisciplinary professional team with valid registrations and practicing licences from the relevant Kenyan professional and regulatory bodies.
- A quality assurance system, valid professional indemnity insurance and compliance with eligibility, integrity, anti-corruption and conflict-of-interest requirements.

Firms may associate through a joint venture or sub-consultancy arrangement to strengthen their qualifications. The proposal shall identify the lead firm, participating entities, roles, responsibilities and level of effort. Any change after shortlisting or contract award shall require prior written approval in accordance with the procurement and contract requirements.

I. KEY PERSONNEL REQUIREMENTS

Consistent with the scale of the assignment and the available budget, the Firm shall propose a lean core team of the following five (5) key experts, who shall be evaluated. Qualifications shall be supported by detailed signed CVs, certified academic and professional certificates, current practicing licences and evidence of relevant assignments. Key experts shall provide intermittent inputs phased to the design, procurement, construction and commissioning activities, rather than full-time continuous presence.

No.	Position	Minimum Qualification and Experience	Core Responsibility
1	Team Leader / Lead Civil-Structural Engineer	B.Sc. in Civil or Structural Engineering; a relevant Master's degree is an advantage; at least 12 years' relevant experience, including structural design and supervision of institutional or multi-site infrastructure and design of foundations for heavy or vibrating equipment; registered Professional Engineer with EBK with a current practicing licence; corporate membership of IEK is an advantage.	Overall coordination and client reporting; civil and structural design and review, including equipment foundations; review and integration of the separately procured specialized engineering, geotechnical and survey inputs; programme, quality and contract administration; supervision leadership and certification; direction and supervision of the NACONEK-appointed clerks of works.
2	Architect	Bachelor of Architecture or equivalent; at least 8 years' experience in schools, dormitories, kitchens, institutional facilities, universal access and climate-responsive design; registered and licensed by BORAQS.	Space planning, architectural design, accessibility, learner safety, finishes, thermal comfort, passive cooling, rainwater harvesting and coordination of building services inputs.
3	Quantity Surveyor / Contract Management Specialist	Degree in Quantity Surveying, Construction Economics or related field; at least 8 years' experience in BoQs, cost planning, measurement, claims, variations and works contract administration; registered and licensed by BORAQS.	Review, verification and consolidation of BoQs and cost estimates from the separately procured cost-estimation inputs; tender inputs; valuation of works, interim payment certificates, claims and variation review, cost reporting and value-for-money control.
4	Environmental, Social, Health and Safety (ESHS) Specialist	Degree in Environmental Science, Environmental Engineering, Social Development, Occupational Safety and Health or related field; at least 7 years' experience in infrastructure safeguards, including preparation of ESMPs, construction health and safety, stakeholder engagement, GBV/SEA prevention and grievance mechanisms on school or community projects; registered with NEMA as an EIA/Audit Lead or Associate Expert.	Preparation of site-specific ESMPs; ESMP, occupational health and safety and labour compliance monitoring; stakeholder engagement; learner and community protection; grievance, climate and safeguards reporting.

No.	Position	Minimum Qualification and Experience	Core Responsibility
5	Building Services Engineer (Mechanical/Electrical and Solar)	B.Sc. in Mechanical, Electrical, Building Services or Energy Engineering; at least 7 years' experience in ventilation, fire safety, electrical services, solar PV and battery storage, and installation of machinery or food-processing equipment; registered with EBK, and licensed by EPRA for solar PV works.	Mechanical and electrical services design; ventilation and fire safety; solar PV and power systems; equipment layouts and integration for silos, flour extruders and other processing equipment; installation supervision, testing and commissioning.

Non-key expert. The Firm shall also provide, on an intermittent basis as required by the works programme, a CAD and Digital Monitoring Technician as a non-key expert, holding a diploma or degree in Architecture, Engineering, Construction Technology or GIS, with at least 5 years' experience, responsible for drafting all design, tender and as-built drawings under the direction of the responsible registered experts, document control, georeferenced reporting and progress dashboards. The CV shall be submitted with the proposal and approved by NACONEK before mobilisation, but shall not be scored.

Site supervision. Day-to-day site inspection, measurement, site diaries, quality checks, test witnessing, georeferenced photographs and non-conformance tracking shall be undertaken by NACONEK-appointed clerks of works. The Firm shall nominate, engage and pay the clerks of works as non-key personnel within its contract, and NACONEK shall formally appoint them on the Firm's nomination. Each clerk of works shall hold a diploma or degree in Building Construction, Civil Engineering or a related field with at least five (5) years' relevant site experience. Clerks of works shall be deployed by county cluster during active construction, preferably recruited from or near the target counties, and shall work under the direction of the Team Leader. Their CVs shall not be scored. The Firm is not required to field full-time resident engineers; the key experts, based in Nairobi, shall make scheduled periodic site visits, supplemented by additional visits at critical construction stages, testing and commissioning.

Indicative level of effort. Professional input is estimated at approximately twenty-eight (28) person-months over the twenty-two (22) month assignment, indicatively: Team Leader 7; Architect 4; Quantity Surveyor 4; ESHS Specialist 4; Building Services Engineer 4; and CAD and Digital Monitoring Technician 5. In addition, clerk-of-works input is estimated at approximately sixteen (16) person-months, phased to the construction programme across the county clusters. Firms may propose a different distribution, with justification, consistent with their methodology and work plan.

J. TECHNICAL EVALUATION CRITERIA

Technical proposals shall be evaluated out of 100 marks. A proposal must obtain at least 75 marks to be considered technically responsive and to proceed to financial evaluation in accordance with the Request for Proposals. Documentary evidence is mandatory; unsupported claims shall not be scored.

No.	Criterion	Scoring Basis	Marks
1	Relevant experience of the Firm	General relevant corporate experience (5 mks); At least three similar assignments supported by contracts, completion certificates or client references (15 mks).	20

No.	Criterion	Scoring Basis	Marks
2	Understanding, methodology and work plan	Understanding and comments on the ToR (5 mks); design and supervision methodology (10 mks); work plan, sequencing and deployment (5 mks); quality assurance, risk, digital monitoring and safeguards approach (5 mks).	20
3	Qualifications and experience of key experts	Team Leader / Lead Civil-Structural Engineer (13 mks); Architect (9 mks); Quantity Surveyor / Contract Management Specialist (6 mks); ESHS Specialist (6 mks); Building Services Engineer (Mechanical/Electrical and Solar) (6 mks).	
40			
4	ASAL, statutory and stakeholder coordination experience	Experience in ASAL or remote environments, Kenyan statutory approvals, school/community interfaces and coordination with public institutions.	10
5	Sustainability, knowledge transfer and post-handover support	Practical approach to O&M, user training, defects-liability inspections, local skills transfer and long-term functionality. The assessment shall also consider the quality and cost-effectiveness of proposed climate-adaptation and green-growth features such as renewable energy, rainwater harvesting, water and energy efficiency for long-term resilience.	10
	TOTAL		100

Evaluation Notes

- Similar assignments shall be completed or substantially completed and directly relevant to civil or structural design, supervision of institutional infrastructure, school facilities, industrial or value-addition buildings or comparable works.
- For each key expert, academic qualification, current professional registration, overall relevant experience and specific assignment experience shall be assessed.
- An expert who does not meet the mandatory academic or professional-registration requirement shall score zero for that position. Experience below the stated minimum may be prorated where the mandatory qualification is met.
- Only the five (5) key experts listed in Section I shall be scored. Non-key experts shall not be scored but must meet the stated minimum requirements and be approved by NACONEK before mobilisation.
- A missing or unsigned CV, or a CV unsupported by the required certificates and practising licence, shall not be scored.
- The proposed level of effort and field deployment shall be consistent with the methodology, number of sites, construction programme and twenty-two-month assignment period.

K. PAYMENT SCHEDULE

The contract shall combine lump-sum milestone payments for design and tender documentation with time-based or periodic payments for supervision, as specified in the contract. All payments shall be made after submission and

written acceptance of the relevant deliverable by NACONEK and receipt of a valid invoice, subject to applicable taxes and contractual provisions.

Milestone	Accepted Deliverable	Payment
1	Accepted Inception Report, methodology, work plan, staffing and deployment schedule, risk register and quality assurance plan.	10%
2	Accepted site assessment, feasibility, survey and concept-design reports for the approved works packages.	20%
3	Accepted detailed design packages, drawings, calculations, technical specifications, BoQs, cost estimates, approval dossier and tender-ready documentation.	25%
4	Accepted construction-supervision, contract-administration, quality, safeguards and progress reports, paid in agreed monthly or quarterly tranches during implementation.	30%
5	Accepted testing, commissioning, practical-completion and handover reports, including as-built drawings, O&M manuals, warranties and training records.	10%
6	Accepted Final Completion Report and satisfactory completion of the Consultant's agreed defects-liability and close-out obligations.	5%
	TOTAL	100%

NACONEK may withhold or defer payment for incomplete, non-compliant or unsupported deliverables. Any retention, performance security, professional indemnity and defects-liability conditions shall be as stated in the Request for Proposals and the signed contract.

L. PROFESSIONAL, QUALITY AND CONTRACTUAL REQUIREMENTS

- The Firm and its experts shall maintain all required professional registrations, annual practicing licences and professional indemnity insurance throughout the assignment and applicable defects-liability period.
- All designs, calculations, BoQs, reports and certificates shall be signed and professionally authenticated by the responsible registered expert.
- The Firm shall exercise reasonable skill, care, diligence, independence and impartiality and shall immediately disclose actual, potential or perceived conflicts of interest.
- The Firm shall not be affiliated with contractors or suppliers bidding for or implementing the works arising from this assignment, except as expressly permitted under the applicable procurement framework.
- The Firm shall promptly issue written instructions or notices for defective, unsafe, delayed or non-compliant work and shall maintain an auditable record of corrective actions.
- The Firm shall protect confidential information, including school security layouts, learner information, project data and proprietary technical records.
- All drawings, reports, models, specifications, databases and other outputs prepared under the assignment shall become the property of NACONEK upon payment for the relevant deliverable.
- The Firm shall comply with applicable anti-corruption, prohibited-practices, labour, child-protection, gender, environmental, health and safety requirements.