

**NCA ACCREDITED TRAINING
PROVIDERS PROGRAM
IN THE
FINANCIAL YEAR 2022/2023**



**CONTINUOUS PROFESSIONAL DEVELOPMENT (CPD)
AND
CONTINUOUS TECHNICAL DEVELOPMENT (CTD)**

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FY. 2022/2023 NCA ACCREDITED CPD & CTD TRAINING PROVIDERS CALL FOR APPLICATIONS FOR CONTINUOUS PROFESSIONAL DEVELOPMENT (CPD) AND CONTINUOUS TECHNICAL DEVELOPMENT (CTD) TRAINING PROVIDERS IN THE FINANCIAL YEAR 2022/2023

The National Construction Authority under section 5 of the National Construction Authority Act 2011 (Cap 449A laws of Kenya), has an overall mandate to oversee the construction industry and co-ordinate its development by providing training and capacity building to contractors, skilled construction workers and site supervisors in the construction industry.

National Construction Authority Regulations 2014, part II section 13 states that: "In each year during which a contractor holds a license, the contractor or, in the case of a firm or company, the partner or director who possesses technical qualifications, skills or experience shall attend at least one Continuous Professional Development (CPD) event recognized by the Authority and the Authority shall consider the attendances while determining an application to renew or upgrade the Contractor.

Applications are invited from interested firms/institutions who wish to be accredited by the Authority as providers of CPD and CTD trainings in the Financial Year 2022/2023.

NOTE: For accredited CPD training providers;

1. The CPD Points for an approved CPD training will range from a maximum of 10 NCA CPD points to a minimum of 2.5 NCA CPD points.
2. The maximum number of CPD trainings per month will be two (2).

Mandatory Requirements

To be accredited as a CPD and/or CTD Training Provider, the interested parties must submit applications using the prescribed Application Form that is available on the Authority's website. The applicant must meet the following mandatory requirements:

- i) Copy of certificate of incorporation or registration.
- ii) Tax compliance certificate
- iii) CR 12 for the company
- iv) Certified copies of registration certificate by TVET Authority, or registration with CUE, or registration by NITA as a training provider, or registration as a professional society.
- v) Duly filled, stamped and signed CPD & CTD training provider application form

Other Requirements:

Applicants shall be required to provide the following additional requirements;

- i) Provide proposed CPD and/or CTD Training Programme (for a single event) and/or Training Calendar for the financial year: **1st July 2022 – 30th June 2023.**
- ii) Proposed course outline & training content.
- iii) Provide detailed curriculum vitae and certified copies of academic and professional certificates of all proposed trainers.
- iv) Clearly indicate the proposed target groups for the CPD or CTD training program.
- v) Clearly indicate the proposed training venues and/or digital platform for virtual trainings.
- vi) Provide applicant's organizational structure.
- vii) Demonstrate alignment of CPD and/or CTD trainings to the Annual NCA Training & Capacity Building Theme.

Annual NCA Training & Capacity Building Theme

The Authority's Training & Capacity Building (T&CB) theme for the financial year 2022/2023 is "Capacity Building for a Sustainable, Innovative & Resilient Construction Industry"

Procedure for Application & Accreditation

Download the CPD & CTD Training Providers Application Form from the Authority's website www.nca.go.ke

Submit complete application forms and all requisite attachments to:

**Executive Director
National Construction Authority
KCB Towers, 9 th Floor, Kenya Road, Upper Hill
P.O. Box 21046 – 00100
Nairobi**

Email: training@nca.go.ke

So as to be received on or before Friday, 15 th November 2022 at 16:30Hrs EA time.

CPD & CTD Training Providers Application Form (FY.2022/2023)

CPD: - Continuous Professional Development; CTD: - Continuous Technical Development

1. Training Provider Details	
Organization Name: _____ Full Address: _____ Email Address: _____ Telephone Number: _____ Website URL: _____ Contact Person: _____ Title/Designation: _____	
2 Accreditation/Registration Details	
(Please tick <input type="checkbox"/> box when the required document(s) has (have) been attached/provided)	
a	Certified copy of registration/accreditation certificate from NITA or TVETA or CUE <input type="checkbox"/> Attached <input type="checkbox"/> Not Attached
b	Certified copy of registration certificate as a professional society/ regulator in the construction industry. (Part a) does not necessarily apply for those in this section) <input type="checkbox"/> Attached <input type="checkbox"/> Not Attached
c	Copy of your organization's organogram <input type="checkbox"/> Attached <input type="checkbox"/> Not Attached
3 Details of CPD/ CTD Training/ Event	
a	Title of CPD/CTD Event
b	Event Description: State type of proposed CPD/CTD event
c	Duration (days, weeks, months): Attach a copy of the Fy. CPD/CTD Training Event Programme/ Timetable / Calendar) <input type="checkbox"/> Attached <input type="checkbox"/> Not Attached
d	State the Venue(s)/ Virtual Platform: Attach a brief write-up on the status & suitability of the venue(s)/virtual platform <input type="checkbox"/> Attached <input type="checkbox"/> Not Attached
e	Target Group (E.g. Contractors, Site supervisors, Construction workers, etc.) Attach a brief write-up on the target group(s) <input type="checkbox"/> Attached <input type="checkbox"/> Not Attached
f	Level of CPD/CTD Training (Introductory/ intermediate/ advanced)
g	Aims/Objectives State aims/objectives of the event and attach course outline and training content. <input type="checkbox"/> Attached <input type="checkbox"/> Not Attached
h	Learning Outcomes: (What should participants be able to know, understand or do as a result of the CPD/CTD Training)
i	Trainers & facilitators: Attach certified copies of trainers' academic and professional certificates and detailed curriculum vitae. <input type="checkbox"/> Attached <input type="checkbox"/> Not Attached

j	Training Registration details: (How will participants register for the activity?) Contact name, telephone, email address or web link	<input type="checkbox"/> I confirm that it is my organization's responsibility to advise participants in good time if an event is cancelled or changed.
k	Registration/ Training Fee: (Is there a charge for the CPD/CTD?) State the cost incl. of VAT and give payment details	
l	Certification : Attach Sample Training Certificate (s)	<input type="checkbox"/> Attached <input type="checkbox"/> Not Attached
NCA Accreditation Fee		
a.	I understand that if my application is approved, the Accreditation Period is within the Financial Year 2022/2023. (1 st July 2022 to 30 th June 2023) upon payment of the prescribed accreditation fees as below;	
b.	Duration of Training ←2 days 3-5 days 6-30 days Full FY Calendar	Fees (Kes) per Training Kes. 60,000 Kes. 80,000 Kes. 120,000 Kes. 200,000 Note: Payment details to be communicated upon successful evaluation

I/we understand that the Authority reserves the right to approve or reject in full or in part any application for accreditation as CPD/CTD training provider at any time.

This application is submitted by.....

Signed & Stamped..... Date.....

Please return the completed form together with the completed Confidential Business Questionnaire & Commitment Agreement via post or email to the following address :

Executive Director
National Construction Authority
P. O. Box 21046-00100
Nairobi, Kenya
Email: training@nca.go.ke

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2(c) and (2d) whichever applies to your type of business.

You are advised that it is a serious offence to give false information on this Form.

Part 1 – General

Business Name
Location of business premises: Country/Town.....
Plot No..... Street/Road
Postal Address..... Tel No.....
Nature of Business.....
Current Trade License No..... Expiring date.....
Maximum value of business which you can handle at any time:
Kenya Shillings.....
Name of your bankers.....
Branch.....

Part 2 (a) – Sole Proprietor

Your name in full..... Age.....
Nationality..... Country of Origin.....
Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

Name in full Nationality Citizenship Details Shares

- 1.
- 2.
- 3.
- 4.

Part 2(c) – Registered Company

Private or Public

State the nominal and issued capital of the company:

Nominal KShs.

Issued KShs.

Give details of all directors as follows:

Name in full Nationality Citizenship Details* Shares

- 1.
- 2.
- 3.
- 4.

Part 2(d) Interest in the Firm:

Is there any person/persons in the employment of the Government of Kenya WHO has interest in this firm? Yes/No

I certify that the above information is correct.

.....
Title Signature Date

* Attach proof of citizenship

4. COMMITMENT AGREEMENT

ACCREDITED CONTINUOUS PROFESSIONAL DEVELOPMENT (CPD) /CONTINUOUS TECHNICAL DEVELOPMENT (CTD) TRAINING PROVIDER COMMITMENT AGREEMENT

THIS AGREEMENT is made and entered into on the _____ day of _____

BETWEEN

NATIONAL CONSTRUCTION AUTHORITY, a state corporation established under the National Construction Authority Act No. 41 of 2011, having its principal place of business located at 9 th Floor KCB Towers Building, Upper hill and its address of service as P.O. Box Number 21046-00100 Nairobi, Kenya (hereinafter referred to as "NCA");

AND

_____ (Organization Authorized Representative), on behalf of _____ (Organization) having its principal place of business located at _____ and its address of service as P.O. Box Number _____ Kenya. (hereinafter referred to as the "Training Provider")

(Hereinafter all referred to us "Parties")

The parties hereto agree to abide by the Terms and Conditions set out below:

THE TERMS AND CONDITIONS:

DURATION

This Agreement shall take effect from the date of this Agreement.

PURPOSE OF THIS AGREEMENT

This Agreement is for the purpose of clearly specifying the roles, responsibilities and obligations of both Parties. By signing this agreement, the Training Provider confirms their understanding and acceptance of the terms and conditions and agrees to adhere to the requirements herein.

SCOPE OF WORK

All trainings are guided by NCA's Financial Year 2022/2023 Training Theme: "**Capacity building for a Sustainable, Innovative & Resilient Construction Industry**"

All trainings will be conducted as per the approved training content and will adhere to the approved programme and calendar.

All trainings will be conducted by the approved trainers as submitted by the training provider.

All trainings will be conducted within the applicable financial year.

NO EMPLOYMENT RELATIONSHIP

This Agreement is not an Employment Agreement and nothing herein shall be construed as creating an employer/employee relationship between NCA and the Training Provider.

OBLIGATIONS

THE NATIONAL CONSTRUCTION AUTHORITY SHALL:

Generate the Financial Year consolidated CPD/CTD training providers calendar which will be posted on the NCA website and social media platforms. The calendar will indicate the training

program, target group, date of training, training venue/platform and the contact details for the respective accredited CPD Providers.

Populate one Bulk SMS at the beginning of the Financial Year to the contractors, construction workers and site supervisors within the NCA database and refer them to the NCA website for their respective calendars.

Populate one poster per training, the training provider shall prepare the poster in adherence to the corporate communications provisions as guided by the Authority.

THE ACCREDITED CPD/CTD TRAINING PROVIDERS

The Training Provider shall allow access to NCA officers to conduct due diligence activities on their offices/sites/premises as and when necessary. Prior communication will be done in advance.

The Training Provider shall advertise and publicize (bulk SMS, emails, print media, etc.) their approved trainings at their own cost.

The Training Provider shall not use the NCA Logo in any form or manner when advertising or publicizing their trainings but may only mention the number of CPD Points to be awarded by NCA when advertising their trainings.

The Training Provider shall allow for a maximum of two (2) NCA officers to sit in the trainings as part of the monitoring and evaluation process to ensure the trainings are conducted as accredited.

The Training Provider shall maintain records of the successfully trained and certified participants or award of NCA CPD/CTD Points as per the provided NCA LOG-Form. The signed & stamped NCA LOG-FORM shall be submitted to the NCA Training department (in soft copy in MS Word or MS Excel format) together with copies of the signed attendance registers at most three (3) days after each training.

If the Training Provider wishes to make any revisions or changes to the approved training program or calendar it should do so in writing 30 working days prior to the training day to allow for evaluation and approval of the changes. In cases where the changes are of a magnitude that NCA deems that it will change the scope and nature of the programs or calendar then the Training Provider is to make a fresh application for accreditation in the next Financial Year once the Call for Applications has been populated.

6. GENERAL PROVISIONS

ASSIGNMENT OF CONTRACT

Neither this Agreement nor any rights or obligations hereunder may be assigned by either NCA or the Training Provider without the prior written consent of the other party, which consent shall not be unreasonably withheld.

SETTLEMENT OF DISPUTES

NCA and the Training Provider agree to seek to resolve any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or invalidity thereof, by amicable settlement.

Where it is not possible to reach an amicable settlement within a period of fourteen (14) days, any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Arbitration Act of 1995 or any statutory modifications or re-enactment thereof for the time being in force.

GOVERNING LAW AND LANGUAGE

This Agreement shall be construed in accordance with and governed by the Laws of the Kenya. The language of the Contract shall be English.

TERMINATION

This Agreement may be varied, altered or cancelled by mutual written agreement of both parties provided that notice is given in writing within thirty (30) days of the said variation. Either party shall serve the other with a written notice expressing its intention to terminate this Agreement within thirty (30) days in which event the Agreement will stand terminated.

INCIDENTAL EXPENSES

The Training Provider shall reimburse NCA for any travel, administrative, equipment and out-of-pocket expenses incurred by NCA in connection with its obligations under this Agreement.

INDEMNIFICATION

The Training Provider shall at all times indemnify NCA fully against any claims, actions, damages, losses, harm, damages, expenses and payments howsoever suffered or incurred by NCA as a result of any negligent or careless act of omission or commission by the Training Provider's employees or agents in carrying out its obligations contemplated under this Agreement and/or arising by virtue of any breach by the Training Provider or its employees or agents of any of the terms of this Agreement.

FORCE MAJEURE

The obligations of each of the Parties under this Agreement shall be suspended during the period and to the extent that such Party is prevented or hindered from complying with them by Force Majeure.

In this clause, the term "Force Majeure" means any cause beyond the reasonable control of such Party including (in so far as beyond such control but without prejudice to the generality of the foregoing expression) strikes, lock-outs, labour disputes, war, terrorist activities, riot, fire and compliance with any law or governmental rule order or direction (whether or not having the force of law) provided that lack of funds shall not constitute Force Majeure.

In such event such Party shall give notice of suspension as soon as reasonably possible to the other Party stating the date and extent of such suspension and its cause. Any of the Parties whose obligations are suspended as aforesaid shall resume the performance of such obligations as soon as reasonably possible after the removal of the cause and shall so notify the other Party.

AMENDMENT

No waiver, alteration, variation or addition to this Agreement shall be effective unless made in writing on or after the date of execution of this Agreement by both parties and executed by both parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first hereinbefore written.

SIGNED for and behalf of

NATIONAL CONSTRUCTION AUTHORITY:)

By:-)

EXECUTIVE DIRECTOR)

)

)

-----)

Eng. Maurice Akech, MBS)

I certify that I was present and saw the Executive Director, duly sign this Agreement:

Name:

Address:

Occupation:

Signature of Witnesses:

SIGNED for and behalf of)

(Name of Organization))

)

)

)

)

By: -

)

)

)

.....
(Organization Authorized Representative)

I certify that I was present and saw the (Organization Authorized Representative), duly sign this Agreement:

Name:

Address:

Occupation:

Signature of Witnesses:

ANNEXURE 1

Accredited CPD/CTD Training Providers Contact Information

Contact Name & Title:

Address:

Phone:

Email:

Signature of Authorized Representative

Date

Name of NCA Authorized Representative

ANNEXURE 2

NCA Form A01

(To be completed by CPD & CTD Training Providers)

Category (e.g. seminar, conference, Tour etc)	Date(s) of Event	Title of Event Attended or CPD Activity Involved	Event Organizer (s)	Approved CPD points

ANNEXURE 3

NCA LOG FORM A02

CPD SEMINAR TITLED.....
 HELD FROM (Date) TO (Date)
 AT/VIA..... (Venue/Location/Platform)
 [Contractors' details to be submitted in soft copy in MS Word or MS Excel Format]

No	NAME (IN CAPITAL LETTERS)	FIRM/ COMPA- NY NAME (IN CAPITAL LETTERS)	NCA REG. NO.	POSITION IN COMPANY	Phone No.	Email	Certificate Seri- al No.

ANNEXURE 4

ATTENDANCE REGISTER

CPD SEMINAR TITLED
 HELD FROM (Date) TO (Date)
 AT/VA (Venue/Location/Platform)

No	NAME (IN CAPITAL LETTERS)	FIRM/COMPANY NAME (IN CAPITAL LETTERS)	NCA REG. NO.	POSITION IN COMPANY	Phone No.	Email	Certificate Serial No.

9th Floor, KCB Towers Kenya Road,
Upper Hill Area Nairobi, Kenya
P.O.Box 21046-00100
+254 709 126 102/172/173
info@nca.go.ke