



GOVERNMENT OF THE REPUBLIC OF NICARAGUA MINISTRY OF EDUCATION

"BASE DOCUMENT FOR COMPETITION"

COMPETITION FOR SELECTION OF CONSULTING FIRMS

PROCEDURE

CSC No.005-2024

NAME OF THE CONSULTING PROCESS:

"PREPARATION OF A TECHNICAL AND ECONOMIC FEASIBILITY STUDY, DETAILED DESIGNS AND BIDDING DOCUMENTS FOR THE IMPROVEMENT AND EQUIPPING OF NORMAL SCHOOLS AT THE NATIONAL LEVEL PROJECT IN NICARAGUA, SELECTION BASED ON THE QUALIFICATIONS OF THE CONSULTANTS"

SOURCE OF FINANCING: KUWAIT FUND FOR ARAB ECONOMIC DEVELOPMENT (KFAED) AND TREASURY RESOURCES"

SANDINO, SIEMPRE MAS ALLA EN LUZ, VIDA Y VERDAD

AL 45/19

EN FUERZA INSOBORNABLE, EN SOL DE LIBERTAD EN LUCHA INCLAUDICABLE, EN NO RETROCEDER '

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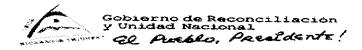
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MINISTERIO DE EDUCACIÓN

DIVISIÓN DE ADQUISICIONES

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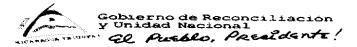
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Base Document for Competition for the Selection and Hiring of Consulting Firms.

Descriptive Summary

PART 1 - COMPETITION PROCEDURE.

Schedule

Establishes the estimated dates, time and place for carrying out the various stages and sub-stages of the tender procedure; these may vary when situations arise that must be formalized and communicated in a timely manner by the short list of consulting firms that were selected.

Announcement Public notice made by the Employer to the nine consulting firms that passed the prequalification process, through the SISCAE and Institutional Website and/or any other means required by the Agency, disclosing the beginning of the contracting procedure, specifying information with the conditions for your participation.

Section I.

Instructions to Consulting Firms (ITCF)

Provides information on the conditions and requirements required by the Employer to prepare the offers, and information on their presentation, opening, evaluation, as well as the award of the contract.

Section II.

Competition Data for Consulting Firms (CDFCF). Behold provisions incorporated by the Employer that regulate the selection and contracting in particular, complement the information or requirements included in Section I.

PART 2 - TERMS OF REFERENCE, EVALUATION CRITERIA OF TECHNICAL OFFERS AND FINANCIAL OFFERS, FORMS.

Section III.

Terms of Reference (TOR)

Establishes the objectives that are intended to be achieved by contracting the services. This document includes, among others, a vision of the Employer on how the consulting services will be carried out, what products/deliverables it expects to obtain, the competencies and experience of key personnel and any other EN FUERZA INSOBORNABLE. EN SOL DE L'INFRITATIONS de CAPOTICION DE RESOLUCION DE LUCIEN INCLAUDICABLE. EN NO RETROCEDER DE NO contract.

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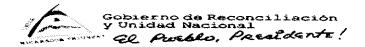
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Section IV. Technical and Financial Evaluation. It contains the applicable criteria to verify the minimum qualifications that must be accredited by the selected consulting firms, as well as the evaluation criteria to determine the best offer.

Section V. Forms.

This section contains the forms that must be completed by consulting firms with the necessary information to determine their capacity to execute the consulting contract.

PART 3 - CONTRACT

Section VI. Contract Model

It contains standard clauses relating to the identification of the parties, object of the contract, value, term, rights and obligations, among other provisions that regulate the legal relationship derived from the award. The Employer must adjust the contract model to the particularities of the legal relationships inherent to the consulting service.

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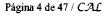
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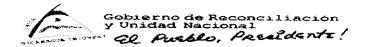
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PART 1 – COMPETITION PROCEDURE SCHEDULE

No.	Activities	Date	Hour	Place
1.	Announcement.	04/09/2024	08:00 a.m.	www.gestion.nicaraguacompra.gob.ni
2.	Presentation of Legal Documents, Technical Offer and Financial Offer.	21/10/2024	8:00 am - 10:00 a.m.	Procurement Division
3.	Opening of Legal Documents and Technical Offers.	21/10/2024	10:10 a.m.	Procurement Division
4.	Evaluation of Technical Offers.	28/10/2024	08:00 a.m 4:00 p.m.	Legal Advice / Procurement Division / Requesting Area
5.	Notification of Evaluation of Technical Offers (Prior No Objection by the Agency)		08:00 a.m 5:00 p.m.	Procurement Division
6.	Invitation to the Opening of Financial Offers.	07/11/2024	08:00 a.m 5:00 p.m.	Procurement Division
7.	Opening of Financial Offer.	11/11/2024	10:10 a.m.	Procurement Division Conference Room.
8.	Notification of Evaluation Results. (Prior No Objection from the Agency)	04/12/2024	08:00 a.m 5:00 p.m.	Procurement Division
9.	Notification of Recommendation Opinion.	04/12/2024	8:00 a.m 5:00 p.m.	Procurement Division
10.	Contractual Formalization. (Prior No Objection from the Agency)	26/12/2024	8:00 a.m 5:00 p.m.	Legal Advisory / Procurement Division
11.	Product Delivery Time.	270 Calendar Days		Consulting Firm

Gaudy Yenory Huerta Urbina

Responsible of the Procurement Division Ministry of Education.

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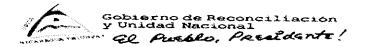
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CALL FOR COMPETITION FOR THE SELECTION AND CONTRACT OF CONSULTING FIRMS

"PREPARATION OF A TECHNICAL AND ECONOMIC FEASIBILITY STUDY, DETAILED DESIGNS AND BIDDING DOCUMENTS FOR THE IMPROVEMENT AND EQUIPPING OF NORMAL SCHOOLS AT THE NATIONAL LEVEL PROJECT IN NICARAGUA, SELECTION BASED ON THE QUALIFICATIONS OF THE CONSULTANTS"

The Procurement Division of the Ministry of Education, in charge of carrying out the contracting procedure: Consulting Firm Selection Contest, invites the consulting firms that were prequalified and that are part of the short list, which counts for the No Objection of the Agency, for the contracting of consulting services "PREPARATION OF A TECHNICAL AND ECONOMIC FEASIBILITY STUDY, DETAILED DESIGNS AND BIDDING DOCUMENTS FOR THE IMPROVEMENT AND EQUIPPING OF NORMAL SCHOOLS AT THE NATIONAL LEVEL PROJECT IN NICARAGUA, SELECTION BASED ON THE QUALIFICATIONS OF THE CONSULTANTS", financed with funds from Kuwait for Arab Development and with Resources from the Treasury of the Republic of Nicaragua.

This CALL FOR COMPETITION FOR THE SELECTION AND CONTRACTING OF CONSULTING FIRMS is directed solely and exclusively to the consortia of Kuwaiti and Nicaraguan consulting firms, which qualified in the pre-qualification stage and are listed below:

- 1. CONSORTIUM: AL HABSHI ENGINEERING CONSULTANTS OFFICE (ACO) / DISEÑO Y SUPERVISIÓN, CONTROL DE CALIDAD SOCIEDAD ANÓNIMA (DYSCONCSA).
- 2. CONSORTIUM: ABULJEBAIN ENGINEERING CONSULTING OFFICE / GRUPO INTEGRA LATINOAMERICANA S.A. / 1,618 CONSULTORES S.A.
- 3. CONSORTIUM: THE ASSOCIATED ENGENEERING PARTNERSHIP (DAR TAEP) / PROYECTOS DE CONSULTORIA, ARQUITECTURA Y DISEÑO (PROCAD, S.A.).
- 4. DARÍO CONSORTIUM: UNITED CONSULTING GROUP (UCG) / DESARROLLO DE INGERNIERÍA (DISA).

EN LUZ, VIDA Y VERDAD

AL 45/19 5. CONSORTIUM: AL OBAID ENGENEERING CONSULTANTS / MALTEZ INGENIEROS EN FUERZA INSERVABLE EN NO RETROCEDER!

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EL PUEBLO PRECONSORTIUM: PAN ARAB CONSULTING ENGINEERS WLL LTD. (PACE) / GAUSS PAZ CON DIGNITARIO PACE) / GAUSS VIVA LA REVOLUÇENIEROS CONSULTORES S.A.

7. CONSORTIUM: DARMEC ENGENEERING CONSULTANT / ARTECO S.A.

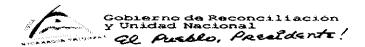
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- 8. CONSORTIUM: FAJER CONSULTANTS / CENTRO DE ESTUDIOS DE MATERIALES Y CONTROL DE OBRAS S.A. (CEMOSA)
- 9. CONSORTIUM: PROJECT MANAGEMENT AND CONTROL WLL (PMC) / ROGER SOLIS ARQUITECTOS/ MADI AND PARTNERS CONSULTING ENGINEERS (MPCE).

This procurement process is free of any commitment that all transactions, assets and income of the Fund in the borrower's country will be exempt from taxes, duties and other levies, in view of the fact that the KUWAIT FUND FOR ARAB ECONOMIC DEVELOPMENT.

Payment for consulting services is not subject to IR and IMI withholding taxes in accordance with the guidelines and policies of the donor agency, indicating that the Fund does not pay fees or taxes of any kind, in accordance with its Constitution (Operations of the Fund) Act, Article No. (20)(F). It is the responsibility of the consulting firm registered in Nicaragua to pay its tax obligations in accordance with national laws before the General Directorate of Revenues and the Mayor's Office of Managua.

The selected consulting firms must present, in the envelope of legal documents, a letter of presentation of the technical and financial offer, which must be signed by the firm representing the consortium, which is delegated in the deed of incorporation of the same, addressed to Mrs. Gaudy Yenory Huerta Urbina, Responsible of the Procurement Division. (See Section V: Ptec-1 Presentation of the Technical and Financial Offer).

The execution period for this consultancy is 270 calendar days counted from the Start Order issued by the requesting area.

Those selected will be able to obtain the BASE DOCUMENT FOR COMPETITION in Spanish and English on the Single Contracting Portal. www.gestion.nicaraguacompra.gob.ni.

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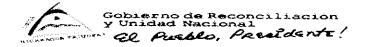
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Section I. Instructions to Consulting Firms (ITCF).

A. Scope of the Competition

- 1.1. In accordance with the convocation for Competition, the Employer, as indicated in Section II, Competition Data for Consulting Firms (CDFCF), issues this Base Document addressed to the Consulting Firms that make up the short list to participate in the bidding procedure. selection for the contracting of the consulting services specified in Section III, Terms of Reference.
- 1.2. The Legal Regime applicable to this contract is that provided in Section II.
- 1.3. For all purposes:
 - 1.3.1. The term "in writing" means communication in written form regardless of the mechanism used as proof of receipt (email, facsimile, telex);
 - 1.3.2. "Day", unless otherwise indicated, should be understood as "calendar day".
- 1.4. The Employer is not responsible for the integrity of this Base Document for Competition. nor its modifications, when they have not been obtained through the source established in the convocation.
- 1.5. It is the responsibility of the Consulting Firms to study each and every one of the clauses of the Base Document for Competition, its instructions, forms, terms of reference and other specifications contemplated therein. Incomplete presentation of the required information or documentation may constitute grounds for rejection of the offer.
- 1.6. All acts carried out within the present contracting procedure shall be deemed to have been notified as of the day following their publication in the Single Contracting Portal. Simultaneously, said communication shall be sent to the address provided by the Consulting Firms. At the request of the participant, it may be notified personally at the Employer's headquarters.

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2. Source of Financing.

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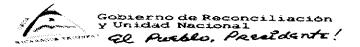
EN LUZA INTher Employer wilk cover the cost of this contract with adequate, sufficient and available ON DANGE resources. Identified in Section II. EL FUEBLO-

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SOCIÁLISTA. CRISTIANA SOLIDARIA MINISTERIO DE EDUCACIÓN DIVISION DE ADQUISICIONES CENTRO CÍVICO CANTLO ORTE TELÉFONO: 2253-8520 EXT: ORTEGA, P huertag@mined.gob.ni





3. Ethical Standards.

- 3.1. The Employer requires all participating Consulting Firms to observe the strictest standards of ethics during the tender procedure and in contractual execution.
- 3.2. If the Consulting Firms engage in unethical practices, such as fraud, collusion, extortion, bribery, corruption or any conduct of a similar nature, they will proceed in accordance with National Legislation.
- 3.3. In line with the previous clause, for purposes of understanding it will be understood as:
 - Corrupt Practice: offering, giving, receiving or requesting, directly or indirectly, anything
 of value to improperly influence the performance of public service personnel during the
 tender procedure or in the execution of the contract;
 - Fraudulent Practice: action or omission, including misrepresentation of facts and circumstances, that reflexively or hastily deceives, or attempts to deceive, public service personnel to obtain a financial or other benefit, or to evade an obligation during the competition procedure or in the execution of the contract;
 - Collusive Practices: consists of collusion or arrangement between two or more Consulting Firms with or without the knowledge of the Contracting Party, in order to establish artificial non-competitive prices;
 - Coercive Practices: consists of harming or harming, or threatening to do so, directly or indirectly, to people or their property to influence their participation in the contracting procedure or in the execution of the contract.

B. Content of the Base Document for the Competition.

4. Conformation.

This Base Document is made up of the parts and sections indicated in the index, which must be read in conjunction with any Correction Minute issued in accordance with Clause 9 of this Section I.

SANDING, SIEMPRE MAS ALLA 5. Clarification to the Base Document for the Contest.

AL 45.69. The Employer, through the Procurement Division, will have the obligation to indicate the EN LUCEA place, time and deadline to receive and clarify any doubts that the selected Consulting CON DANIE Firms may have regarding the clauses contained in this Base Document.

EL PUEBLO-PRESIDENTE

FAZ CON DISNIDAD:

VIVA 5\2\2\Consulting Firms may request clarifications from the Procurement Division, through written communication, and may use electronic means.

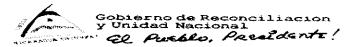
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- 5.3. The Procurement Division will receive and respond to queries presented by the Consulting Firms, within the deadlines indicated in Section II.
- 5.4. Once the deadline to respond to the clarifications has expired, these will be notified to the selected Consulting Firms by written means, either through the Single Contracting Portal or any other mechanism established in this Base Document.

6. Corrections to the Base Document for Competition.

- 6.1. The Employer, through the Procurement Division, may make modifications to the Base Document, ex officio or at the request of any Consulting Firm, with the objective of specifying or clarifying its provisions. Must prepare a motivated Correction Minute and notify it to all Consulting Firms through the means established in this Base Document. (Prior No Objection from the Agency).
- 6.2. The correction of the Base Document corresponds to a simple modification, when it does not change the purpose of the contract, nor does it constitute a fundamental variation in its original conception, preserving the period initially established for the presentation of the application to prequalify.
- 6.3. The correction of the Base Document constitutes a substantial modification, when it introduces an important alteration considered transcendent or essential in the original conception of the object of the contract. In this case, the deadline for submitting and opening offers must be extended by up to fifty percent (50%) of the originally established deadline.
- 6.4. Any Correction Record, whether simple or substantial, forms part of this Base Document.

7. Offer Cost.

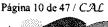
- 7.1 The selected Consulting Firms will finance all costs related to the preparation and presentation of their technical and financial offers.
- 7.2 The Employer will not be subject to or responsible in any case for such costs, regardless of the result of the tender procedure.

8. Language of the Offer.

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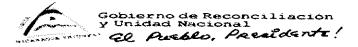
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8.2. All documents containing essential information will be presented in the language indicated in Section II (Spanish and English) or, failing that, accompanied by an official translation. The Consulting Firms will be responsible for the accuracy and veracity of said documents. For purposes of interpretation, the translation will prevail.

9. Legal Documents.

9.1. The criteria, conditions and requirements corresponding to the legal documentation that Consulting Firms must present are defined in Section II.

C. Documents that make up the Technical and Financial Offer.

10. Invitation to Pregualified Firms.

10.1. The Employer will invite the prequalified Consulting Firms to present a technical offer and a financial offer made up of the documents indicated in Section II, for which they will use the forms included in Section V, which must be completed without making any type of modification. All blank spaces must be filled in with the required information.

11. Content, Format and Signature of the Offer.

- 11.1. The Consulting Firm must deliver a technical offer and a financial offer, in original and the number of copies indicated in Section II, in separate envelopes, sealed in an inviolable manner and duly identified as "ORIGINAL" and "COPY" as follows:
 - Envelope 1: Original and 2 copies of legal documents.
 - -Envelope 2: Original and 2 copies of the technical offer.
 - -Envelope 3: Original and 2 copies of the financial offer.

Envelopes 1, 2 and 3 will be included in a single envelope or package.

11.2. The technical and financial offers must be on simple sheets, written by mechanical means in indelible ink. The original and all copies must be numbered, initialed and signed by the person authorized to sign on behalf of the Consulting Firm. Any modification, line spacing, deletion or replacement will be valid if signed or initialed by the authorized representative. SANDING STREE numbering of the original and the copies must be the same.

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AL 45 14.3. The inner envelopes and the outer envelope must:

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CON DANIEL to Bear the name and address of the Consulting Firm:

EL PUEBLO-RES Addressed to the Employer and bear the address indicated in Section II;

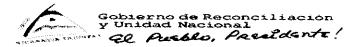
VIVA LA REVOLCARRY the specific identification of this contest procedure in accordance with Section II.

d. Include a warning not to open before the time and date of the offer opening.



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If envelopes are not sealed and identified as required, the Employer will not be responsible if the offer is lost or opened prematurely.

11.4. Consulting Firms must submit a technical offer and a financial offer that provides information indicated in Section IV:

a. Technical Offer:

- (i) A description of the scope of services, approach, methodology and proposed work plan and staff organization. The description of the approach, methodology and work plan may include graphs, diagrams, comments and suggestions, if any, regarding the terms of reference and counterpart personnel and facilities. The work plan must be consistent with the work calendar, which must show the proposed time for each activity in a bar graph.
- (ii) The list of proposed professional staff by specialty area, position that will be assigned to each team member and their tasks.
- (iii)Resume of professional staff signed by the staff themselves, or by the authorized representative of the professional staff.

The technical offer must not include any information related to the financial offer, otherwise it will be rejected.

b. Financial Offer:

It must be prepared using the Forms in Section V. It must indicate all prices associated with the tasks, including:

- (i) remuneration of staff (foreign and national, in the field and in the Consulting Firm's office),
- (ii) Expenses,

If applicable, these prices must be broken down by activity, if necessary, by expenses in foreign and national currency. All activities must be quoted separately.

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AL 45/1:1.5. The activities and products described in the financial offer that are not quoted will be
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12. Notarial Declaration of Seriousness of the Offer.

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of the Offer.

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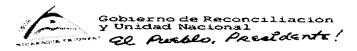
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- 12.1. Except as provided in Section II, the Consulting Firm must present as part of its offer the original of a Notarial Declaration of Seriousness thereof.
- 12.2. Offers that are not accompanied by a Notarial Declaration of Seriousness, or do not meet the conditions established in Section II, will be rejected by the Employer.
- 12.3. The Notarial Declaration of Seriousness may be executed when:
 - (a) The Consulting Firm withdraws, replaces or modifies its offer during the validity period, once the deadline for its presentation has expired.
 - (b) If the Consulting Firm:
 - (i)Does not sign the contract, or
 - (ii) Does not provide the Performance Guarantee requested in Section II.
- 12.4. The Declaration of Seriousness presented by the Consortium must be issued in the name of the firm that represents it. If said Association or Consortium has not been established at the time of submitting the offer, the Seriousness Declaration must comply with the provisions of Section II.
 - D. Presentation and Opening of Technical and Financial Offers.

13. Presentation of Offers.

- 13.1. Offers must be sent or submitted to the address and received no later than the date and time set forth in Section II, or the extension time and date, as applicable.
- 13.2. When the necessary technological conditions exist, offers may be submitted electronically applying the procedure established in Section II.
- 13.3. The Employer may extend the deadline for submitting offers by means of a Correction Minute to the Base Document, in accordance with Clause 9 of Section I. All obligations and rights of the Employer and the Consulting Firms will be subject to the new deadline.
- 13.4. The Employer will not consider any offer submitted after the deadline for submission, and must declare it late and return it to the Consulting Firm unopened.

EN LUZ, VIDA Y VERDAD AL 45/19

EN FUERZA INSOBORNABLE, EN SOL DE LIBERTAD

14. Validity Period of Offers.

EN LUCHA INCLAUDICABLE, EN NO RETROCEDER!

CON DA4:1. vOffers:must remain valid during the period established in Section II, which is counted

EL FUEBLO- from the deadline established for their submission. Any offer with a shorter term will be

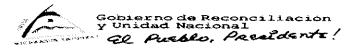
FAZ CON DISNIDAD.

VIVA LA REFERENCE DESCRIPTION TO BE TO BE

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- 14.2. Due to exceptional circumstances and before the validity period of the offers expires, the Employer may request the Consulting Firms, for one time, an extension of no more than fifty percent (50%) of the original term expressed in the Declaration of Bid. Seriousness.
- 14.3. Both the request and the responses to the extension will be in writing. The Consulting Firms may refuse such request without the Declaration of Seriousness being made effective. Consulting Firms that accept will not be asked, nor will they be allowed to modify their offers, and must extend the validity of the Notarial Declaration of Seriousness.

15. Withdrawal, Substitution and Modification of Offers.

- 15.1. Consulting Firms may withdraw, replace or modify their offers after they have been presented, before the deadline for their presentation or any extension expires, if any, by means of a written request signed by the Legal Representative, in a sealed envelope and clearly marked as "WITHDRAWAL", "SUBSTITUTION" or "MODIFICATION".
- 15.2. Offers whose withdrawal, modification or replacement was requested based on sub clause 18.1, will be returned unopened to the sending Consulting Firm.
- 15.3. No offer may be withdrawn, substituted or modified once the deadline for its submission or any extension, if any, has passed.

16. Opening of Offers.

- 16.1. The Employer will carry out the opening of the technical offer on the date, time and place established in Section II. The financial offers will remain closed and will remain under the custody of the Legal Advisor of the Ministry of Education.
- 16.2. The Employer will prepare an opening minute that must be signed by the Evaluation Committee. A copy of the minutes must be notified to the participating Consulting Firms.
- 16.3. The opening of technical offers does not create, in any case, acquired rights, and these may be rejected or disqualified during the evaluation period, as established in the LCASP and in this Base Document.

SANDING, SIEMPRE MAS ALLA EN LUZ, VIDA Y VERDAD

E. Evaluation and Recommendation of Offers.

EN LUZ, VIDA AL 45/19

EN FUERZA INSOBORNABLE, EN SOL DE LIBERTAD EN LUCHA INCLAUDICABLE, EN NO RETROCEDER !

17. Confidentiality.

CON DANIEL Y EL FRENTE

EL PURT 1 PINO INFORMATION related to the evaluation of the offers will be disclosed to the Consulting PAZ CON DIGNIDAD NOT to any other person who is not officially involved with the Tender procedure.

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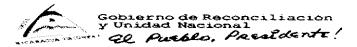
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17.2. From the moment of opening of the offers until the moment of the award of the Contract, the Consulting Firms must not communicate with the Employer. Any attempt by the Consulting Firms to influence the Employer may result in the rejection of the offer presented.

18. Evaluation of Offers.

- 18.1. The evaluation will be carried out in two stages, first the technical offer will be evaluated and then the financial offer. The Employer will qualify and evaluate the technical offers from the moment they are opened.
- 18.2. The Evaluation Committee will not have access to the financial offer until the evaluation of the technical offer has been completed.
- 18.3. To determine whether the offer complies with the Base Document, the Evaluation Committee will base itself on its content and the requirements established in the Base Document for Competition. In no case will the conditions that the Consulting Firms have in excess of the minimum requirements to prove their ability to fulfill the contract be qualified.

19. Evaluation of Technical Offers.

- 19.1. The Evaluation Committee will evaluate the technical offers regarding compliance with the terms of reference, applying the criteria, sub-evaluation criteria and the points system specified in Section IV., notifying the participating bidders.
- 19.2. An offer that does not respond to the terms of reference or fails to obtain the minimum score indicated in Section IV will not be considered in the next stage (evaluation of the financial offer). Each offer will be assigned a score. Each criterion will be graded by assigning a score on a scale from 1 to 100 and then each grade will be weighted, which will give a technical score (Pt).
- 19.3. The evaluation of the technical offer will conclude with a report that shall contain the names of the Consulting Firms whose offers were rejected, disqualified or qualified for the opening of the financial offer. Only those firms that obtain the minimum technical score established in Section IV will be considered in the financial evaluation.

EN LUZ, VIDA Y VERDAD

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20. Evaluation of Financial Offers.

EN FUERZA INSOBORNABLE, EN SOL DE LIBERTAD EN LUCHA INCLAUDICABLE, EN NO RETROCEDER, !

CON D20z1.x The Employer must notify in writing to the Consulting Firms that have obtained the PAZ CON DISTRIBUTE technical score established for the technical offer, the date, time and place where VIVA LA RETURN DISTRIBUTION OF THE PAZ CON DISTRIBUTION

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AL 45/19



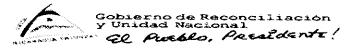
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- 20.2. Simultaneously, the signatures whose technical offers did not obtain the minimum qualification, or that were rejected or disqualified, that your financial offers will be returned unopened after the completion of the tender procedure.
- 20.3. The financial offers will be opened in public in the presence of the representatives who decide to attend. The financial offers will be inspected to confirm that the envelopes have remained sealed and unopened. They will read aloud the name of the Consulting Firms. the quality score obtained and the proposed costs. The Evaluation Committee will prepare the opening minutes. A copy of the minutes will be sent to all participating Consulting Firms.
- 20.4. If in the financial evaluation stage, the Evaluation Committee detects arithmetic errors must be corrected and confirmed with the respective Consulting Firm. Unit prices cannot be corrected. If, in the opinion of the Evaluation Committee, the financial offers require a more detailed analysis, it may request the Consulting Firms to expand the information presented.
- 20.5. Prices must be presented in córdobas and/or dollars. If the offer comes in dollar currency, the official exchange rate issued by the Central Bank of the Republic of Nicaragua will be used.
- 20.6. The Employer will select the offer using the Combined Quality and Cost Evaluation methodology from among those that have obtained the minimum technical score. The selected firm will be invited to negotiate the contract.

21. Negotiations.

- 21.1. Negotiations will be carried out on the date and at the address indicated in the notification that the Contracting Party must make for this purpose. The representatives who negotiate on behalf of the Consulting Firm must prove, to the Employer, written authorization to negotiate and finalize the Contract.
- 21.2. The Employer will negotiate the contract based on the professional personnel detailed in the offer. Before starting contract negotiations, the Employer will require confirmation that the proposed professional staff is actually available.
- SANDING STREET WAS AND AUGUISITE to negotiations, the Consulting Firm must confirm the availability of all professional staff. If this requirement is not met, the Employer could proceed to negotiate EN FUERZA TASSOCIATING to the corresponding order of priority.

CON DANIEL Y EL FRENTE

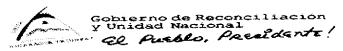
EL PUZ4 4 The Selected Firm should not be permitted to substitute key personnel unless the parties VIVA LA REAGRESHA that undue delay in the selection procedure makes such substitution unavoidable or that such changes are essential to achieving the objectives of the engagement.

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- 21.5. If it is determined that the services of key personnel were offered in the technical offer without having confirmed their availability, the selected Firm may be disqualified and the process may continue with the corresponding Firm in the order of priority. Key personnel proposed as replacements must have qualifications and experience equivalent or higher than those of the key personnel initially proposed.
- 21.6. The technical negotiations will include an analysis of the technical offer: the approach and methodology, the work plan, the organization and composition of the staff and the suggestions made by The Consulting Firm to improve the terms of reference. The Employer and the selected Firm will finalize the final terms of reference, staffing, work plan, logistics and reporting. These documents will be incorporated into the Contract. Special attention will be paid to the precise definition of the resources and facilities that the Employer must provide to ensure the satisfactory execution of the work. The Employer will prepare a record of the negotiations that will be signed by the Employer and the Consulting Firm.
- 21.7. Financial negotiations will include a clarification (if applicable) of tax obligations and how such obligations will be incorporated into the contract; and will reflect the agreed technical modifications in the cost of the services.
- 21.8. Negotiations will conclude with a review of the preliminary contract. To complete the negotiations, the Employer and the Firm must initial the agreed contract. If the negotiations fail, the Employer will invite the corresponding Firm according to the order of priority to negotiate the contract.

F. Recommendation Report and Contract Award.

22. Award Criteria

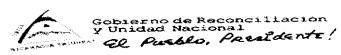
- 22.1. The Evaluation Committee will prepare an award recommendation report detailing the review, analysis, evaluation and comparison of the offers, exposing the precise reasons on which the selection of the best offer is based. The opinion must be notified to the highest authority no later than the business day following its subscription with a copy to the participating Consulting Firms. The above, prior No Objection from the Agency.
- 22.2 The Employer will notify the participating Consulting Firms in writing of the Award Notification the day after their subscription, which will be sent via email.

CON DANCEL And in the event that a single offer is presented, it will be evaluated as long as it is EL PUEBLO-POINTEMENT to satisfy the public interest pursued with the contracting, after No Objection VIVA LA REVEROMOTHE Agency.

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22.4. Sign the Award, after No Objection from the Agency, the contract will be formalized according to the model included in the Base Document, and in accordance with the pertinent legal and regulatory provisions.

23. Declaration Deserted

- 23.1. In the event that none of the offers presented by the consulting firms qualify with the criteria defined in this document, the Tender declaration must be notified when:
 - a)No offer will be presented.
 - b)All offers will be rejected, basing this assumption on technical and financial reasons based on non-compliance with the Base Document.
 - c)In the evaluation stage, substantial errors in the Base Document are verified.

24. Signing of the Contract.

Once the award has been notified and the results of the contract negotiation are available, with the Agency's No Objection, the contract will be signed.

25. Guarantee and/or Bond for Performance of the Contract.

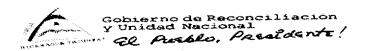
The awarded Firm must present a monetary Guarantee and/or Contract Performance Bond, for 5% of the awarded amount.

SANDINO, SIEMPRE MAS ALLA EN LUZ, VIDA Y VERDAD AL 45/19

EN FUERZA INSOBORNABLE, EN SOL DE LIBERTAD EN LUCHA INCLAUDICABLE. EN NO RETROCEDER

CON DANIEL Y EL FRENTE el pueblo-presidente PAZ CON DIGNIDAD ! VIVA LA REVOLUCIÓN !

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Section II. Data from the Competition for Consulting Firms (DCPFC)

The data presented below complements the Instructions to Consulting Firms. The provisions contained in this section shall prevail over the provisions of the IAFC.

A. Scope of the Competition

Ministry of Education

"PREPARATION OF A TECHNICAL AND ECONOMIC FEASIBILITY STUDY, DETAILED DESIGNS AND BIDDING DOCUMENTS FOR THE IMPROVEMENT AND EQUIPPING OF NORMAL SCHOOLS AT THE NATIONAL LEVEL PROJECT IN NICARAGUA, SELECTION BASED ON THE QUALIFICATIONS OF THE CONSULTANTS"

Kuwait Fund for Arab Economic Development (KFAED) Funding Source External Resources/Donation - Source 51; Treasury Revenue - Source 11

Interested Consulting Firms may request clarifications within the period prior to receiving offers.

Attention: Mrs. Gaudy Yenory Huerta Urbina- Director of the Procurement Division

Address: Managua, Camilo Ortega Civic Center, Module "T", Upper Floor,

City: Managua Postal Code:

Telephone: 22538520 - Ext. 244, 245 and 652.

Electronic address:

huertag@mined.gob.ni;morenoy@mined.gob.ni;lirac@mined.gob.ni

The Procurement Division will respond to queries received by email.

The language in which the offer must be submitted is: ENGLISH AND SPANISH LANGUAGES

LEGAL DOCUMENTS

Request for Legal Documents:

a) Reasoned photocopy by a Notary Public of the Public Deed of Constitution of the Consortium between the Consulting Firms of Kuwait and Nicaragua. The reasoning must be original and must be no more than thirty (30) days old after being signed. No other document will be accepted to replace the Public Deed of Constitution of the Consortium.

EN LUE, VIDA Y VERDAD

AL 45/19

Note: In this Deed, it must be clear which of the Consulting Firms will be the
EN FUERZA INSOMMARIE. IN SOLDE LIBERTO bind the consortium before the Ministry of Education
EN LUCHA INCLAIMEGAL REPRESENTATION TO bind the consortium before the Ministry of Education
CON DANIEL Y Earl Who will sign the offer, the management of the guarantee and/or
EL PUEBLO-PRESENTATION
EN LIGHT PROFITCH AND ADDRESS OF THE CONSULTING FIRM ACCOUNT TO
PAZ CON DIGNIE PETFORMANCE bond, and must indicate expressly the consulting firm account to
VIVA LA REVOLUMNICH the bank transfer of payment will be made.

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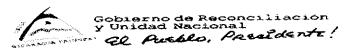
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The signature must indicate in said deed the following data: (account number, currency, beneficiary, address/location, name of the bank, SWIFT code) established by the Consortium in the consulting contract that it will sign with MINED.

Likewise, you must indicate in the name of which consortium firm the Guarantee and/or financial performance bond will be issued.

They shall indicate in the aforementioned document, the roles and responsibilities of each of the parties. As well as the responsibilities of the leading company.

b) Reasoned photocopy by a Notary Public, of the Power that indicates that the person who signs the offer and contract, who is the legal representative of the Consortium between the Consulting Firm of Kuwait and Nicaragua, consequently, can bind them to the contracting party.

The Reasoning must be in original and must be no more than thirty (30) days old from the opening of offers. (Other documents will not be accepted as a substitute for the Power of Attorney).

- c) Photocopy of the Identity Card if the Legal Representative of the Consortium is a national, and a photocopy of the passport for foreigners.
- d) Photocopy of the RUC Card (Single Taxpayer Registry) of the National Consulting Firm.
- e) Prequalified Consulting Firms must present: Notarized declaration of seriousness of offer, which must express that the offer will be valid for 90 business days, in the Consulting Firm Selection Contest and indicating the nomination, number and Name of the process to be offered.

The document must include the contest number and nomination.

- f) Updated Fiscal Solvency of the National Consulting Firm, part of the Consortium.
- g) Updated Municipal Solvency of the National Consulting Firm, part of the Consortium

The Consulting Firms that make up the short list must present one (1) original and two (2) EN TUE LA LINSON AND LEGIBLE CODIES IN English and Spanish.

ON DATECHNICAL OFFER:

PAZ CON DIGNIDAD VIVA LA REFORM for the presentation of Services and Technical Offer.

- 2. Form for the presentation of Services and Delivery Plan
- 3. Form for the presentation of Services and Compliance \$chedule.

Página 20 de 47 / CAL SOMOS

SOCIALISTA.

PUEBLO

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4. Technical Solvency, must contain the information required in the Terms of Reference.

FINANCIAL OFFER:

Form for the presentation of the services and the price, signed by the offeror (Nicaraguan firm).

The Consulting Firms that make up the short list must submit the original with three envelopes (Legal Documents, Technical Offer and Financial Offer, in Spanish and English) and two copies of the same.

The envelope containing the Legal Documents must be marked on the outside with the following information:

Attention: Mrs. Gaudy Yenory Huerta Urbina- Director of the Procurement Division

Address: Managua, Camilo Ortega Civic Center, Module "T", Upper Floor,

City: Managua

Telephone: 22538520 - Ext. 229 and 599.

Legend on the outside of the envelope: Legal Documents

The envelope containing the technical offer,

must be marked on the outside with the following information:

Attention: Mrs. Gaudy Yenory Huerta Urbina- Director of the Procurement Division

Address: Managua, Camilo Ortega Civic Center, Module "T", Upper Floor,

City: Managua

Telephone: 22538520 - Ext. 229 and 599.

Legend on the outside of the envelope: Technical Offer

The envelope containing the financial offer must be marked on the outside with the

following information:

Attention: Mrs. Gaudy Yenory Huerta Urbina- Director of the Procurement Division

Address: Managua, Camilo Ortega Civic Center, Module "T", Upper Floor,

City: Managua

Telephone: 22538520 - 229 and 599.

Legend on the outside of the envelope: Financial Offer

EN LUE Technical and financial offers will be presented:

AL 45 Date: October 21st 2024

EN FUERZA INSUSTRATALE, EN SUL DE LIBERTAL EN LUCHA MOLA DIVALO. MEN NO RETROCEDER

CON DANIEL Y EL FRENTE The Address of the Employer for the purposes of submitting the technical and financial offer: VIVA Attention: Mrs. Gaudy Yenory Huerta Urbina- Director of the Procurement Division

Address: Managua, Camilo Ortega Civic Center, Module "T", Upper Floor,

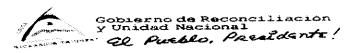
City: Managua

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SOCIALISTA, MINISTERIO DE EDUCACIÓN DIVISION DE ADQUISICIONES OUE VENCE! CENTRO CÍVICO CAMILO ORTEGA, MÓDULO T PLANTA ALTA







Telephone: 22538520 - Ext. 229 and 599:

Validity period of the technical and financial offer will be 90 days skillful, counted from their presentation.

The opening of technical offers will take place:

Date: October 21st 2024 /

Time: 10:10 a.m.

Attention: Mrs. Gaudy Yenory Huerta Urbina- Director of the Procurement Division

Address: Managua, Camilo Ortega Civic Center, Module "T", Upper Floor,

City: Managua Postal Code:

Telephone: 22538520 - Ext. 229 and 599.

The opening of financial offers will take place:

Date: November 11th 2024

Time: 10:10 a.m.

Attention: Mrs. Gaudy Yenory Huerta Urbina- Director of the Procurement Division

Address: Managua, Camilo Ortega Civic Center, Module "T", Upper Floor,

City: Managua Postal Code:

Telephone: 22538520 - Ext. 229 and 599.

The Bidder must express the price in national currency córdobas and/or dollars and present the details thereof in accordance with the forms in Section V, for each of the (components, stages). The applicable Official Exchange Rate is the one issued by the Central Bank of Nicaragua on the date of the opening of the financial offer.

For contractual formalization, it is required the presentation of Guarantee and/or Performance Bond, presented by the firm that is delegated in the deed of incorporation of the consortium.

The awarded consulting firm must present a Guarantee and/or Contract Performance Bond. Said document must be for an amount equivalent to five percent (5%) of the contractual value. The Term of this Guarantee must be 270 calendar days, plus 90 days.

SANDING, SIEMPRE MAS ALLA EN LUZ, VIDA Y VERDAD

AL 45/19

EN FUERZA INSOBOPNABLE. EN SOL DE LIBERTAD EN LUCEA INCLAUDICABLE, EN NO RETROCEDER!

CON DANIEL Y EL FRENTE EL FUEBLO-PRESIDENTE PAZ CON DIGNIDAD ! VIVA LA REVOLUCIÓN !

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PART 2 – TERMS OF REFERENCE FOR EVALUATION OF TECHNICAL AND FINANCIAL OFFER, FORMS.

Section III Terms of Reference.

SEE ANNEX "A"

SANDING, SIEMPRE MAS ALLA EN LUZ, VIDA Y VERDAD AL 45/19 EN FUERZA INSOBORNABLE, EN SOL DE LIBERTAD EN LUCHA INCLAUDICABLE, EN NO RETROCEDER ! CON DANIEL Y EL FRENTE EL PUEBLO-PRESIDENTE PAZ CON DIGNIDAD 1

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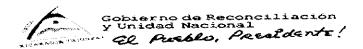
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Section IV. Technical and Financial Offer Evaluation Criteria.

A. Legal Documents.

The Consulting Firm will present, included as part of its offer, all the documents that prove its quality to participate and the qualifications to develop the consulting services if it is awarded. The Firm that does not meet all the criteria cannot be evaluated in the following stages.

	Ability to Bind and Contract		
Criterion	Legal Documents Required		
	easoned photocopy by a Notary Public of the Public Deed of Constitution of the Consortium between the Consulting Firms of Kuwait and Nicaragua. The easoning must be original and must be no more than thirty (30) days old after eing signed. No other document will be accepted to replace the Public Deed Constitution of the Consortium.		
Complies/ Fails	Note: In this Deed, it must be clear which of the Consulting Firms will be the Legal representative to bind the consortium before the Ministry of Education and who will sign the offer, the management of the guarantee and/or performance bond, and must indicate expressly the consulting firm account to which the bank transfer of payment will be made. The signature must indicate in said deed the following data: (account number, currency, beneficiary, address/location, name of the bank, SWIFT code) established by the Consortium in the consulting contract that it will sign with MINED.		
	It shall also indicate the name of the firm in the consortium in whose name the performance bond and/or guarantee shall be issued.		
	Reasoned photocopy by a Notary Public, of the Power that indicates that the		
	person who signs the offer and contract, who is the legal representative of the		
	Consortium between the Consulting Firm of Kuwait and Nicaragua,		
O =	consequently, can bind them to the contracting party.		
-			
	The Reasoning must be in original and must be no more than thirty (30		
Z, VIDA Y VER	days old from the opening of offers. (Other documents will not be		
	accepted as a substitute for the Power of Attorney).		
	DER DIE STO WERDOOFFEE !		
⊳Complies/	Photocopy of the Identity Card if the Legal Representative of the Consortium is		
REBLO-PERSIDEN	The make and a photography of the passport for foreigners		
Falls	a national, and a photocopy of the passport for foreigners.		
LA REVOLUCION COmplies/	a national, and a photocopy of the passport for foreigners.		
֡	Complies/ Fails COMPLI		

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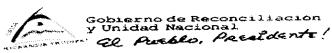
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	Ability to Bind and Contract				
Criterion	Legal Documents Required				
Prequalified Consulting Firms must present: Notarized declaration seriousness of offer, which must express that the offer will be valid for business days, in the Consulting Firm Selection Contest and indicating to nomination, number and Name of the process to be offered. The document must include the contest number and nomination.					
Complies/ Fails	Updated Fiscal Solvency of the National Consulting Firm, part of the Consortium.				
Complies/ Fails	Updated Municipal Solvency of the National Consulting Firm, part of the Consortium.				

B. Technical and Financial Evaluation.

The prequalified Firms must submit a Technical Offer and a Financial Offer, which will be evaluated according to the methodology indicated below.

Firms that do not reach the minimum technical score of 80 will not proceed to the price evaluation stage.

b.1. Evaluation of the Technical Offer.

Evaluation of the consortium:

No.	Criteria	Assessment	Complies/ Fails	
1	General experience in vertical works design (Building)	Have designed at least eight (8) projects of similar vertical works (Construction Works) with an area greater than 1000m2.		
LU VIDA	Experience in public use projects RE MAS ALLA VERDAD	To have designed at least four (4) projects with an area greater than 1000 m2. (They can be simultaneous projects in the same years).		
45 9 FU 2 3 INSOE ENDEMENTOS IN DE LIBI I LUSBA INCLAUDICIPICAS IN DESTRUCCION DE SIEL Y EL MUNICULES IDINARY TEAN PU SLO-PRES I COOR INATION.		Have coordinated at least five (5) projects with multidisciplinary teams from engineering, architecture, social and/or pedagogical disciplines.		

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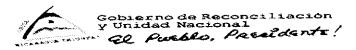
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4	Experience of proposed base team	At least five (5) years of weighted experience of the proposed specialists	AND DESCRIPTION OF THE
	(weighted).	that make up the base team.	TO SERVICE STATES

Note: See TOR numeral 8. Technical Qualification of the Consortium Base Team. Table No. 3

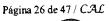
Evaluation criteria	Top Score	Required documentation
1. Training Experience of proposed key personnel	30	
2. Technical approach and work methodology	40	
3. Work Plan and Execution Schedule	20	
4. Technical – Administrative Organization	10	
Total	100	

Note: Each of the established criteria will be assigned a weight within the scale of 1 to 100; these criteria may be subdivided, in order to make a more objective rating.

Training Experience of the proposed key professional staff. The competition requirements for the proposed professional staff must be clearly defined, so that the Firms provide the required information.

No.	Post	Criteria to Evaluate	Request	Assessment	Documentation
	Indicate	Education	Minimum Grade	50	
4	the position of	General Experience	Years or number of projects and/or amounts	25	Form
1	the profession al	Specific Experience	Years or number of projects and/or amounts	25	7 01111
\$117 VS	aı	1	Total	100	

	Technical approach and work meth	odology Offer	
No.	Request	Assessment	Required documentation
1. ANDINO, : N 102, V L 45/19	Presents the activities to be carried out, those that after aimed at obtaining the objectives, have technical coherence	25	
N FUERZA N LUCHA ON DANIE L FJEBLO	াসকলোভাগেতিউ ক্রিড্রানিটোcate ু দুর্ভিত্ত কৈ required activities will be carried out. াটে The methods and techniques to use.	25	Form
3.	The methodology must indicate. i. Responsible for the activities.	10	





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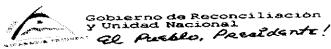
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DIVISIÓN DE ADQUISICIONES

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No.	Request	Assessment	Required documentation
	ii. Participation requirements of the Employer.		
4.	The Offer is feasible to carry out in accordance with the conditions, resources and time availability	20	
5.	Consistency with the work plan	20	

	TECHNIC	AL QUANTITATI	VE EVALUATION
Criteria	Score	Weighting	The score obtained will be equivalent to the percentage of the weighted score.
Table 1	100	30	
Table 2	100	20	
Table 3	100	20	
Mínimum	80	70	

b.2. Evaluation of the Financial Offer (Cost)

	ECONOMIC (QUANTITATIVE EVALUAT	
Amount of the Offer	Weighting	Criteria	The result of the best offer will be awarded points, according to the indicated criteria
	30 points	Best economic offer	
	20 points	The economic offer that increases from 1% to 15% above the best economic offer	
DINO. SIEMPER MAR ALIA LUE. VIDA Y VERDAD 45/19 FUERZA INSOBORNABLE, EN LUCHA INCLAUDICABLE. EN DANIEL Y EL FRENTE PUEBLO-PRESIDENTE	sol de libertad no retroceder ' 10 points	The offer that increases by more than 11% over the best economic offer	

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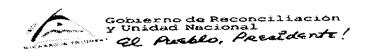
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b.3. Selection Based on the Combined Evaluation of Quality and Cost.

The Contest Evaluation Committee will evaluate only the Financial Offers of those prequalified Offers which technical evaluation is equal to or higher than the established minimum.

COMBINED EVALUATION QUALITY COST					
Technical Quantitative Evaluation Score (PECT in Spanish)	Quantitative Economic Evaluation Score (PECTE in Spanish)	Quality Cost Score PECT+PECTE= (PCC in Spanish)			

The calculation of the Quality Cost Score, will be made by adding the result of the Technical Quantitative Evaluation Score (PECT in Spanish) and the Quantitative Economic Evaluation Score (PECTE in Spanish).

The proposed weighted technical and financial scores to determine the highest combined score is 70 points for the technical evaluation and 30 for the financial evaluation.

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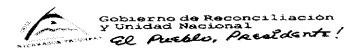


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Section V **Forms**

Technical Offer

PTEC-1 PRESENTATION OF THE TECHNICAL AND FINANCIAL OFFER

PTEC-2 RESUME OF PROPOSED KEY PROFESSIONAL PERSONNEL

PTEC-3 PROPOSED PROFESSIONALS AND DUTIES ASSIGNMENT

PTEC-4 TECHNICAL APPROACH AND METHODOLOGY

PTEC-5 EXECUTION SCHEDULE

PTEC-6 FORM TO EVALUATE GENERAL AND SPECIFIC EXPERIENCE

Financial Offer

PF-1 PRESENTATION OF THE FINANCIAL OFFER

PF-2 COST SUMMARY

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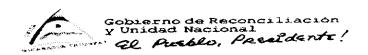
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PTEC - 1 Presentation of the Technical and Financial Offer.

[Place date]

To: Gaudy Yenory Huerta Urbina Director of the Procurement Division Ministry of Education

Address: Procurement Division - Ministry of Education Managua, Camilo Ortega Civic Center, Module "T", Upper Floor,

Ms. Huerta:

The subscribed in the name and representation of [full name of the Firm] offers to provide consulting services for [title of consulting services] pursuant to its request for proposals dated date.

Our offer is made up of a technical offer and a financial offer, presented in a separate envelope, and sealed in an inviolable manner.

If negotiations take place during the validity period of the offer, that is before [date], we undertake to negotiate on the basis of the proposed personnel. This offer is binding on us and is subject to modifications resulting from contract negotiations.

We understand that you are not obligated to accept any offers you receive.

Sincerely,

Authorized signature:

Name and position of signatory:

EN LU Firmuname

AL 45 Address:

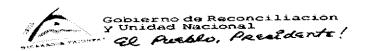
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PTEC-2 Resume of Proposed Key Professional Personnel

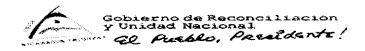
3. 1	lame of the Firm: (insert the name of the Firm proposing the candidate):
1	Individual Name: (insert full name):
-	Birthdate: Nationality:
	Education: (Indicate the names of the individual's universities and other specialized studies, giving the names of the institutions, degrees obtained, and the dates they were obtained.)
<u>3.</u>	Professional associations to which it belongs:
7.	Other specialties (Indicate other significant studies after having obtained the degrees indicated in number 5 – Where you obtained your education):
В.	Countries where you have work experience: (List the countries where the individual has worked in the last ten years):
9.	Languages (For each language, indicate the degree of proficiency: good, fair, speaking, reading and writing): . Work History (Starting with the current position, list in chronological order the positions
	held since the candidate graduated, indicating for each job the activities carried out within the framework of that hiring, dates of employment, name of the organization and positions performed): From (Year and month): To (Year and month) Company:
	Positions and functions performed:
Сє	ertification: I, the undersigned, certify that, to the best of my knowledge and belief, this curately describes me, my qualifications, and my experience.
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PTEC - 3 Proposed Professionals and Assignment of Duties

No	Name	Profession	Position to be held	% Dedication to the project

Consulting Firm

Authorized signature:

Name and position of signatory:

Firm name: Address:

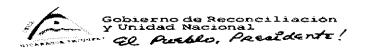
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PTEC - 4 Technical Approach and Methodology.

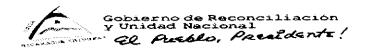
- a. Technical approach and methodology. explain among others:
 - · Understanding the objectives of the work.
 - Problem to be solved, its impact on the Employer, the technical approach to be adopted to deal with it.
 - Methods and techniques to be used to obtain the expected product, highlighting consistency with the proposed approach and work plan, identifying the personnel responsible for the activities, stages, components, subcomponents, others.
 - Detail of products to be delivered in each phase.
- b. Work Plan and Schedule. Propose the main activities of the work, its content and duration, phases and relationships between them, the delivery dates of the reports. The proposed work plan must be consistent with the technical approach and methodology, demonstrating an understanding of the TOR and the ability to translate it into a feasible work plan.
- c. <u>Technical Administrative Organization</u>. Describe the administrative and technical organization that you intend to implement during the development of the project, taking into account the main functions and tasks to be carried out with the proposed personnel, technical team, supported by a clear and precise organizational chart.

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PTEC - 5 Execution Schedule

	Activity		Months											
No.		1	2	3	4	5	6	7	8	9	10	11	12	n
			<u> </u>											

- 1. List all major job activities, including reporting (e.g., initial, interim, final reports), and other stages such as required approvals.
- 2. For tasks in several phases, indicate separately the activities, reporting and stages for each phase.
- 3. The duration of the activities must be indicated in a bar graph.

Consulting Firm

Authorized signature:

Name and position of signatory:

Firm name:

Address:

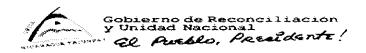
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PTEC – 6 Form to Evaluate General and Specific Experience.

No.	Name of the Project	Start date	Completion date	Amount (US\$)	Location	Construction area (m2)	Engineering and Architecture disciplines that participated
		Company Company					

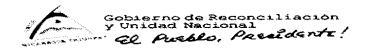
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AL 45/19
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PF-1 Presentation of the Financial Offer

To: Gaudy Yenory Huerta Urbina
Director of the Procurement Division
Ministry of Education

Address: Procurement Division – Ministry of Education
Managua, Camilo Ortega Civic Center, Module "T", Upper Floor,

Ms. Huerta:

The subscribed in the name and representation of [full name of the Firm] offers to provide consulting services for [title of consulting services] pursuant to its request for proposals dated [date].

The present financial offer is for the sum of [amount in letters and figures]. This amount does not include local taxes.

Our financial offer will be binding on us, subject to modifications resulting from contract negotiations, until the expiration of the period of validity of the offer, namely [date].

Listed below are the commissions and bonuses, if any, paid or payable by us to agents in connection with this offer and the performance of the contract, in the event that the contract is awarded to us:

Name and address of the agents	Amount and currency
SANDINO	

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EN FUERZA INSOBORNABLE, EN SOL DE LIBERTAD

EN LUCEA Vecunderstand that you are not obligated to accept any offers you receive.

CON DANIEL Y EL ERENTE

el pueblo-presidente paz con **Sincerely**,

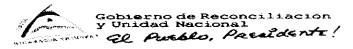
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Authorized signature:

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Name and position of signatory: Firm name:

Address:

PF-2 Cost Summary

N°	Product	By-product/specialty	Currency(ies)	Amount(s)
1	Work Plan	Work Plan		
2	and	General schedule and programming		
3	Schedule	Detailed schedule and programming		
4	Diagnosis and of pre-	Diagnosis study		
5	feasibility Study	Feasibility study		
6		Technical studies		
7	Preliminary	Site analysis		
8	Design	Architecture		
9	Project	Engineering		
10	en Visa	Technical documentation		
11	Project	Architecture		
12	Design	Engineering		
13		Technical documentation		
14	Final	Printed and digital technical		
	Report and	documentation		
	Delivery			
15	Sub total			
16	Total amount	of the Financial Offer		

Costs	Currency(ies)	Amount(s)	
Sub total			
Total amount of the Financial Offer			

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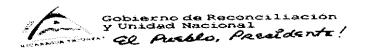
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PART 3 - CONTRACT.

SECTION VI **CONTRACT MODEL**

Us:[Identify the Contracting Party, its general laws, identification document], acting in the name and representation of [Add Name/Designation of the Entity you represent], who from now on, for the purposes of this Contract, will be called "The Employer", [Identify the Legal Representative of the Consulting Firm, its general laws, identification document], acting in the name and representation of [Add Company Name/Name of the Firm represented], who hereinafter, for the purposes of this Contract, will be called "The Consulting Firm". Both parties confirm and acknowledge having the legal capacity to contract and be bound, especially for the subscription of this Contract, regulated under the following clauses:

CLAUSE FIRST: REPRESENTATION. -The Contracting Party expresses that it is competent to enter into this contract, and represent [Name Entity representing], faculties that have been conferred upon him through Presidential Agreement [No.--. Incorporate approval date and publication data in La Gaceta, Official Gazette]; the law [Creator of being the case, N°--, published in La Gaceta, Official Gazette N°---; and his Regulation, Decree No. --, published in La Gaceta, Official Gazette No.-]; and Law No. 737, Public Sector Administrative Procurement Law and its General Regulations, Decree No. 75-2010; that your fiscal domicile in the city of Managua, in[indicate address], the same one that points out for the purposes and legal effects of this Contract. For its part, the legal representative of The Consulting Firm states that it has the legal capacity to contract and undertake full compliance with the terms of this contract. On behalf of[Add Company Name/Name of the Firm represented], which proves with Testimony of Public Writing[No. - Power of ---]granted before the notary[Name/Place, time and date of Public Deed], and registered under the [No.--, pages --, volume --]; Testimony of Public Deed of Company Constitution[Kind of society] and Statutes[No. -]granted before notarial offices[Notary Name/Place, time and date of Public Deed], and registered under the[No.--, page --, volume --]; society organized and existing in accordance with the laws of the Republic of Nicaragua, with Single Taxpayer Registry[No. --], with fiscal domicile in the city of Managua, in[indicate address], the same one that points out for the purposes and legal effects of this Contract.

CLAUSE SECOND: BACKGROUND. - The Employer by virtue of the rules and procedures of the Public Sector Administrative Procurement Law and its General Regulations, developed the SANDING procedure for findicate description of the contracting procedure, being awarded [identify the at 45/1 awarded Signature], who according to the application of the evaluation methodology turned out EN FUER TO THE THE THE THE BEST OFFICE AND LINE TO THE TERMS OF Reference described in the Base Document for EN LUCHA INCLASSIFICATION OF THE ATOTEMENTIONED procedure.

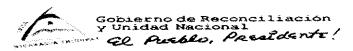
EL PUEBLO-PRESIDENTE PAZ CON CIAUSE THIRD: PURPOSE OF THE SERVICES. -The Consulting Firm will provide the services specified in the Terms of Reference, which form an integral part of this Contract. The

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SOCIALÍSTA, MINISTERIO DE EDUCACIÓN DIVISIÓN DE ADQUISICIONES CENTRO CIVICO CAMILO ORTEGA, MODULO T - PLANTA ALTA TELÉFONO: 2253-8520 EXT: 243, huertag@mined.gob.ni





Consulting Firm, undertakes to carry out the planned activities, deliver reports and products in the manner and within the deadlines established in the Terms of Reference, which will constitute a prerequisite for the payments that must be made in accordance with the provisions of the fifth Clause, in addition to fulfill the commitments derived from this Contract.

CLAUSE FOURTH: TERM. -The Consulting Firm will provide the Services from [Indicate the start date of the services and/or conditions for the start] and up to [Insert date of completion of services].

CLAUSE FIFTH: FEES, TAXES AND PAYMENTS. - The Employer shall pay to the Consulting Firm the sum of [Include the value of the Contract in numbers and letters].

The payment for consulting services is not subject to IR and IMI withholding taxes in accordance with the guidelines and policies of the donor agency, indicating that the Fund does not pay fees or taxes of any kind, in accordance with its Law of Incorporation (Operations of the Fund), Article No. (20)(F). It is the responsibility of the consulting firm registered in Nicaragua to pay its tax obligations in accordance with national laws before the General Directorate of Revenues and the Mayor's Office of Managua.

This sum will be paid, for the services provided as indicated in the Terms of Reference. This sum has been established with the understanding that it includes all the costs and profits of The Consulting Firm. The payment schedule will be in accordance with the TDR, which will be detailed in the subsequent paragraph.

Payments will be made upon presentation of:

- 1. Bill.
- Municipal Solvency.
- Fiscal Solvency.
- 4. Copy of the Single Taxpayer Registry Card.
- 5. Product authorized by the General Division of School Infrastructure.
- Conformity of the delivered product.

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In addition to the legal requirements as applicable, and the conformity of the services issued by the General Division of School Infrastructure, through the Public Pre-Investment area.

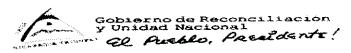
Payments will be made in córdobas in the bank account indicated for this purpose by The Consulting Firm, once the conditions to carry out the same are met, in a period not exceeding 30 business days following the presentation of the invoice. The collection account or invoice must be SAND INC ISSUED In the name of the and will be processed through General Division of School Infrastructure, $_{
m AL}^{
m EN}$ $_{
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m LUZ}$ through the Public Pre-Investment area.

EN FUERZA INSOBORNABLE, EN SOL DE LIBERTAD

EN LUCRIPAYMENTS Shalf be made in Cordobas by means of transfers to the bank account indicated for EL PUEBISUCH PURPOSE by The Consulting Firm. The Consultant shall provide the information in accordance PAZ CON WITH BEINKING requirements, containing the following data: account number, currency, beneficiary,

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SOLIDARIA





address/location, name of the bank, SWIFT code, and any other additional information that may be required.

The cost of the bank commission will be assumed by the contracted consulting firm and payment will be made once the conditions for payment are met, within a period not to exceed 30 working days following presentation of the invoice. The Nicaraguan consortium must submit an invoice (as required by Nicaraguan invoicing law), which must be issued in the name of the Contracting Party, and the process will be requested by the General School Infrastructure Division, through the Pre-Public Investment area, to the Procurement Division.

Payment Details:

Products	Product delivery times (calendar days)	Payment Percentage of the contractual value	Prerequisite and requirement
Work Plan and Schedule	25 days	20% against delivery of approved documents	Signing of contract and delivery of start order.
Diagnostic and Pre- Feasibility Report	60 days	15% against delivery of approved documents	The stage must begin after the approval of the Work Plan by MINED
Design Draft	60 days	20% against delivery of approved documents	The preliminary project must begin once the Diagnostic and Prefeasibility Report has been approved by MINED.
Design Project	90 days	30% against delivery of approved documents	It must begin once the Preliminary Design Project has been approved by MINED.
Final Report and Delivery	35 days	15% against delivery of approved documents	It will begin once the Design Project is approved

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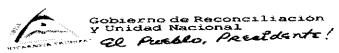
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DIVISIÓN DE ADQUISICIONES

CENTRO CÍVICO CAMILO ORTEGA, MÓDULO T - PLANTA ALTA

TELEFONO: 2253-8520 EXT: 243, hugitaq8mined.gob.ni

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CLAUSE SIXTH: TAXES AND INSURANCE. -The parties agree that all applicable state and/or municipal taxes, duties, fees and other charges for the execution and/or performance of this Contract shall be borne by the Consulting Firm.

It is the responsibility of the Firm to contract all insurance necessary to protect the integrity of the goods, services and resources to be used in the execution of this Contract, as well as to ensure the payment of damages to third parties that may be affected.

CLAUSE SEVENTH: CONTRACT ADMINISTRATOR.- The Employer designates the General Division of School Infrastructure, through the Public Pre-Investment area., as Contract Administrator, who on behalf of the Employer, will be responsible for the coordination of the activities contemplated therein, the acceptance and approval by the Employer of the reports, products or other elements that must be provided by The Consulting Firm, the receipt and approval of invoices, as appropriate, to process payments. In the event of temporary or total absence of the Administrator designated in this clause, the Employer will appoint a new Administrator.

CLAUSE EIGHTH: Availability of the Consulting Firm for the Execution of Works

A) Availability during the construction firm contracting process

The consulting firm must respond to queries about the consulting products and those made by potential offerors during the process of contracting the works and their equipment. The firm will have a period of three (3) calendar days to clarify the queries, once the MINED delivers the list of queries received.

B) Availability during the implementation of the Works Project.

The consulting firm must respond to the clarifications, verifications and confirmations on the technical documentation (architectural and construction plans, scope of works and technical specifications) requested by the construction firm, during the works execution stage. The firm will have a period of five (5) calendar days to clarify the queries, once the MINED delivers the list of queries received.

CLAUSE NINTH: QUALITY OF SERVICES. - The Consulting Firm undertakes to provide the services in accordance with the highest standards of competence and ethical, moral and professional integrity, efficiently and effectively applying its knowledge and experience, using the methods and procedures that it considers most convenient to achieve the object of the contract. In addition, The Consulting Firm recognizes its direct professional responsibility before the Employer for the use and application of methods, procedures or elements that were the property SANDING of third parties and were registered, as well as, for cases of negligence, error and omission in the EN LUZ VIEW VERDAY OF Its activities, releasing the contracting party of any judicial or extrajudicial action

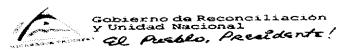
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CON DANIEL AUSE TENTH: CONTRACTUAL GUARANTEES AND/OR GUARANTEES: The awarded PAZ CON BIOTER must present a Guarantee and/or Contract Performance Bond, within the period VIVA LA REVOLUCION on the notification that includes the Award Resolution. Said document must be for an

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NA, SOCIALISTA, SOLI MINISTERIO DE EDUCACIÓN DIVISIÓN DE ADQUISICIONES CRISTIANA, CENTRO CÍVICO CAMILO ORTEGA, MÓDULO T - PLANTA ALTA TELÉFONO: 2253-8520 EXT: 243, huertag@mined.gob.ni





amount equivalent to five percent (5%) of the contractual value. The Term of this Guarantee must exceed the term of the contract by ninety (90) days.

CLAUSE ELEVENTH: CONFIDENTIALITY. -During the term of this contract and within three (3) years of its termination. The Consulting Firm may not disclose any confidential or proprietary information of the Employer related to the Services, this contract or the activities or operations of the Employer, without the prior written consent of the latter. The contravention of what is stated in this clause will give rise to the Contracting Party to demand the damages that may be caused.

CLAUSE TWELFTH: PROPERTY OF THEMATERIALS. - All printed materials, studies, reports, graphics, computer programs or other materials prepared by The Consulting Firm for the Employer under this Contract, will be the property of the Employer. The Consulting Firm will be able retain a copy of such materials.

CLAUSE THIRTEENTH: INTERPRETATION OF THE CONTRACT. -When discrepancies arise regarding the interpretation of the clauses of the Contract that may suspend or disrupt its execution, the Employer will indicate to the Consultant how the Contract should continue and be executed.

CLAUSE FOURTEENTH: CONTRACTUAL MODIFICATIONS. When duly proven circumstances arise that justify the modification of any of the clauses of the Contract, the parties will sign the relevant document that will clearly and precisely describe the scope of the modification.

Any variation or modification of the conditions of the contract will only be made through a written Addendum signed by the parties.

CLAUSE FIFTEENTH: INTEREST CONFLICT. - The Consulting Firm You may not use the information and documents for your own benefit or that of any other person other than the Contracting Party, subject in this case to the provisions of clause nine, Confidentiality. The Consulting Firm may not supply goods, construct works or provide services (other than the services set out in this contract and any continuation thereof) for any project arising from the consulting services provided in this contract.

CLAUSE SIXTEENTH: ASSIGNMENT AND SUBCONTRACTING. -The Consulting Firm, may not assign this Contract, nor subcontract any part of it, unless otherwise provided by the Employer.

CLAUSE SEVENTEENTH: RIGHTS OF THE CONSULTING FIRM.-The Consulting Firm, will an authority in the following rights: to the full execution of the agreement, except for modification, and unilateral termination invoked by the Contracting Party in exercise in Luckof nits exorbitant nowers and unilateral termination invoked by the Contracting Party in exercise in Luckof nits exorbitant nowers are accordance with Law No. 737, Public Sector Administrative con dan procurement Law and its regulations; to pay the value of the services as agreed in this contract; and contract to the employer.

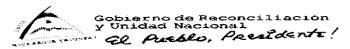
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CLAUSE EIGHTEENTH: FINE. -When The Consulting Firm, for reasons attributable to it, delays in fulfilling the provision of its services, the Employer will apply for each day of delay the amount of which must not be greater than five per thousand, up to a maximum of ten percent (10%) of the contract value. Without prejudice to other responsibilities that may arise, if the cause of the delay is not attributable to the Consultant, the Employer will authorize the extension of the deadline for a period equal to the delay.

CLAUSE NINETEENTH: RIGHTS OF THE CONTRACTING PARTY. -The Employer

will have the following rights: termination due to non-compliance attributable to the Consultant following the procedure established in article two hundred and forty-one of the Regulations of the Public Sector Administrative Procurement Law; unilaterally modify, suspend or terminate the contract for reasons of public interest, unilaterally terminate by force majeure and/or fortuitous event that makes it impossible for any of the Parties to continue with its execution, renegotiate the contract, terminate it early, without prejudice to the compensation that corresponds to Private consultant if there is merit.

CLAUSE TWENTIETH: ADMINISTRATIVE RESOLUTION.-The Employer may terminate this contract in whole or in part, by written notification to the Legal Representative of the Consulting Firm when any of the following causes arise: when The Consulting Firm assigns the contract or subcontracts part of the work covered by the Contract, if The Consulting Firm does not provide the Employer with the facilities and data necessary for the inspection, surveillance and supervision of the work carried out, when it is suddenly noticed that The Consulting Firm is subject to the prohibitions contemplated in article eighteen of the Public Sector Administrative Procurement Law, for reasons of public interest, due to bankruptcy or insolvency of The Consulting Firm.

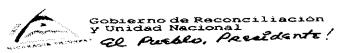
CLAUSE TWENTY-FIRST: NULLITY OF THE CONTRACT. - The Contracting Party may, by means of a reasoned Resolution, declare the total or partial nullity of this contract, when the non-observance of the procedures or contravention of the legal framework is noted, all in accordance with article two hundred and twenty-four of the Regulations. Of the Public Sector Administrative Procurement Law.

CLAUSE TWENTY-SECOND: EARLY TERMINATION OF THE CONTRACT. -The Employer may invoke the early termination of this Contract for the following reasons: when The Consulting Firm breaches or suspends its obligations for more than 15 calendar days without just cause; when the products object of the consulting do not meet the specified qualities; due to unforeseen technical or economic circumstances.

EN LUZ FIRM. Under this Contract, the Employer approves the key personnel and sub-consultants at 45/13 FIRM. Under this Contract, the Employer approves the key personnel and sub-consultants an fuer listed by position according to the data presented and evaluated in your technical offer, data an Lucie that are artificial part of this contract, what do you give screen the positions, agreed functions on DANIATION INCLUDED THIS contract, what do you give screen the positions, agreed functions and Individual minimum qualifications of all key personnel of The Consulting Firm, as well as a con the estimated time during which the services will be provided. This Personnel may be removed that It are the position of the Consulting Firm, only in the following cases: a) Replacement of Key Experts:



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Unless the Employer agrees otherwise in writing, no changes will be made to the Key Experts. Notwithstanding the above, the replacement of Key Experts during the execution of the Contract may be considered only based on the written request of The Consulting Firm due to circumstances beyond the reasonable control of The Consulting Firm, including, but not limited to, his death or physical incapacity. In that case, The Consulting Firm must immediately provide as a replacement a person of equivalent or better qualifications and experience and at the same rate of remuneration. b) Removal of Experts or Sub-consultants: If the Employer finds that any of the Experts or Sub-consultant has committed serious misconduct or has been accused of criminal action, or if the Employer determines that the Employer's Expert or Sub-consultant has been involved in corrupt, fraudulent, collusive or obstructive practices during the provision of the Services, at the written request of the Employer, The Consulting Firmmust provide a replacement, as well as if the Employer finds that any of the Key Experts, Non-Key Experts or Sub-consultants are incompetent or unable to fulfill the duties assigned to them, indicating the bases for this. Any replacement of the removed Experts or Subconsultants must have better qualifications and experience and must be acceptable to the Employer. The Consulting Firm You must assume the costs that result from or are incidental to the removal and/or replacement of said Experts.

CLAUSE TWENTY-FOURTH: ACCESS TO THE SERVICES SITE. -The Employer guarantees that The Consulting Firm You will have free access to the site with respect to which access is required for the provision of the Services. The Employer will be responsible for any damage that the aforementioned access may cause to the site or any property thereof, and will indemnify the Consultant and each of the Experts with respect to liability for any damage, unless it is caused by voluntary or negligence of the Consulting Firm or of any of the Sub-consultants or the Experts of any of them.

CLAUSE TWENTY-FIFTH: SERVICES, FACILITIES AND GOODS OF THE CONTRACTING PARTY. -The Employer shall provide to the Consultant and the Experts, for the purposes of the Services and free of charge, the services, facilities and goods indicated in the Terms of Reference at the time and in the manner specified therein. The Employer will make available to The Consulting Firm free of charge the professional and support staff of the Counterparty, to be appointed by the Employer with the advice of The Consulting Firm, if so, provided in the Terms of Reference. The professional and support staff of the Counterparty, excluding the coordination staff of the Employer, will work under the exclusive direction of The Consulting Firm. In the event that any member of the Counterparty's personnel does not satisfactorily perform any part of the work that The Consulting Firm entrusts said party and in accordance with the position held by said member, The Consulting Firm may request the replacement of said member and the Employer may not refuse without reason to take the pertinent measures

EN FUER CLAUSE TWENTY: SIXTH: ACTIONS OF THE CONSULTING FIRM WHICH REQUIRE THE EN LUCE: PRIOR APPROVAL: OF THE CONTRACTING PARTY. - The Consulting Firm You must obtain CON DANGED FOR EXPERIMENTAL SPECIAL SP

EL PUEBLINE PRIOR WITTEN approval of the Employer to carry out any of the following actions, entering into PAZ CON a subcontract for the provision of any part of the Services; the appointment of staff members VIVA LA REVOLUCION '

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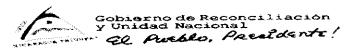
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who are not listed as key personnel and sub-consultants; and the adoption of any other measure that is not contemplated in the terms of this Contract.

CLAUSE TWENTY-SEVENTH: OBLIGATION TO SUBMIT REPORTS. -The Consulting Firm will present to the Employer the reports and documents provided in the fifth clause of this contract, in accordance with what is specified in the Terms of reference, in the form, quantity and term.

CLAUSE TWENTY-EIGHTH: CONFLICT RESOLUTION. -In the event of disagreements or conflicts between the Contracting Party and The Consulting Firm, preference will be given to negotiation and direct dialogue, otherwise any of the parties may request that the controversy be resolved through Mediation or Arbitration in accordance with National Laws. In no case will the decisions adopted in the exercise of exorbitant powers or acts of authority of the Public Power referred to in article seventy-one be subject to mediation or arbitration. of the Public Sector Administrative Procurement Law.

CLAUSE TWENTY-NINTH: CONTROL OF EVASION OF PARAFISCAL RESOURCES. - The Consulting Firm declares that it has been and will continue to comply with its social security obligations, and in case of noncompliance it shall be liable for the consequences and penalties provided by the law on the matter, and releases the Employer from any liability related to this matter.

CLAUSE THIRTIETH: JOINT AND SOLIDARITY RESPONSIBILITY.-Yes The Consulting Firm is a joint venture, consortium or other type of association, of two or more persons: (a) said persons will be considered jointly and severally liable to the Employer for the performance of the Contract; (b) said persons will notify the Employer of the name of their representative, who will have the authority to bind the Consultant and each of those persons; and (c)The Consulting Firm It will not modify its composition or its legal status without the prior consent of the Employer.

CLAUSE THIRTY- FIRST: CONTRACT DOCUMENTS. - The following are part of this contract: 1) Base Document for Bidding; 2) Terms of Reference; 3) The awarded bid; 4) Evaluation and Recommendation Report; 5) Documents accrediting the quality of the participants and their capacity to enter into the contract; 6) Contract; 7) Pre-Investment Work Products; 8) Conformity of the services; 9) Any other document evidencing the execution of the contract; and 10) Addendum.

The documents forming part of the Contract shall be considered mutually explanatory.

EN LUE CLAUSE THIRTY-SECOND: RELATIONSHIP BETWEEN THE PARTIES. -No provision of this at 45/19 Contractionary be interpreted to the sense that between the Employer and The Consulting Firm in luceather the lationship of dependency or subordination, of employer and employee or of contracting principal, and agent. Therefore, the links between one and the other cannot be considered as part can spechage the coordination tasks referred to in this contract. The Consulting Firm expressly viva la revolucion!

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SANDING, SIEMPRE MAS ALLA



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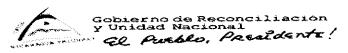
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recognizes that there is no responsibility or obligation of the Contracting Party in matters of work or social security.

CLAUSE THIRTY-THIRD: OBLIGATION TO RESPONSE. - The Contracting Party is obliged to respond to the requests made The Consulting Firm, related to the execution of the contract in accordance with the agreed contractual terms, or failing that within fifteen days following its presentation.

CLAUSE THIRTY- FOURTH: (PRACTICES OF ETHICAL STANDARDS). -The Employer requires the Supplier to observe the strictest standards of ethics during contractual execution. If any Supplier engages in unethical practices, such as: corrupt practice, fraudulent practice and coercive practice, which include fraud, collusion, extortion, bribery, corruption or any conduct of a similar nature, the proceeding will be in accordance with the Current National Legislation.

For purposes of understanding, the following will be understood: a) "Corrupt Practice" consists of offering, giving, receiving, or requesting, directly or indirectly, anything of value to improperly influence the performance of a Public Servant during the execution of the contract; b) "Fraudulent Practice", action or omission, including the misrepresentation of facts and circumstances, that reflexively or hastily deceives, or attempts to deceive, the Public Servant to obtain a financial or other benefit or to evade an obligation during the execution of the contract; and c) "Coercive practices" consist of harming or harming, or threatening to do so, directly or indirectly, to people or their property to influence the execution of the contract."

CLAUSE THIRTY-FIFTH: VALIDITY. - This contract shall have a term of 330 calendar days from the Commencement Order.

CLAUSE THIRTY-SIXTH: LANGUAGE, APPLICABLE LAW AND ADDRESS. -The language of the contract is Spanish and will be governed by the Laws of the Republic of Nicaragua and therefore both parties submit to the domicile of the Contracting Party.

CLAUSE THIRTY-SEVENTH: NOTIFICATIONS. -All notification between the parties under the Contract will be made in writing, and will be confirmed to the corresponding party, at the following address:

[Add address of the Employer and the Consulting Firm]. The notice will be effective upon delivery or on the effective date specified in the notice.

SANDING. SIEMPRE MAS ALLA
EN LUZ. CLAUSE THIRTY-EIGHTH: ACCEPTANCE. - Both parties accept this Contract in each of its
al 45/14 CLAUSE THIRTY-EIGHTH: ACCEPTANCE. - Both parties accept this Contract in each of its
an everatipulations rin faith of the foregoing, in agreement, we ratify and sign in two amounts of the
an luces and terror in the city of Mahagua.

EL PUEBLO-PRESIDENTE

PAZ CON [Add time and date]. -

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ANNEX "A" Terms of Reference

SANDINO, SIEMPRE MAS ALLA EN LUZ, VIDA Y VERDAD AL 45/19 EN FUERZA INSOBORNABLE, EN SOL DE LIBERTAD EN LUCHA INCLAUDICABLE EN NO RETROCEDER ' CON DANIEL Y EL FRENTE EL PUEBLO-PRESIDENTE PAZ CON DIGNIDAD 1 VIVA LA REVOLUCION '

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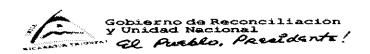
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Section III Terms of Reference.

SANDINO. SIEMPRE MAS ALLA EN LUZ, VIDA Y VERDAD AL 45/19 EN FUERZA INSOBORNABLE. EN SOL DE LIBERTAD

EN LUCHA INCLAUDICABLE. EN NO RETROCEDER !

CON DANIEL Y EL FRENTE EL PUEBLO-PRESIDENTE PAZ CON DIGNIDAD !

VIVA LA REVOLUCIÓN '



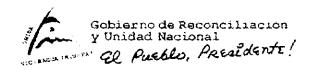
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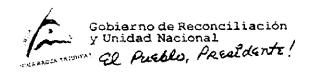


MINISTRY OF EDUCATION

Terms of Reference for the Implementation of Pre-investment research for the Project

"Improvement and Equipment of eight (8) Normal Schools in the departments of Managua, Chinandega, Carazo, Matagalpa, Chontales, Esteli and the two Autonomous Regions North and South Caribbean Coast"







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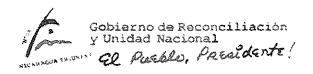


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1) INTRODUCTION

The Government of Reconciliation and National Unity (GRNU) of Nicaragua has an Education Policy that aims at an evolutionary transformation to achieve a quality education, as well as an integral formation, developing an educational program that is student-centered, with the Ministry of Education mandated by law to fulfill it.

Through the Education Plan 2017-2021, the objectives and lines of action that lead to achieving: 1) Improve the quality of education and comprehensive training with trained and updated teachers who know; know how to do and want to do quality education; dignified, appropriate school environments that promote learning, integral formation in values, artistic education, sports practice, protection and safeguarding of life; good use of educational information and communication technology to improve learning and innovation". 2) Increase educational coverage, rights, progress in equity, and access in a timely age, with flexible and relevant modalities, with increased coverage in Initial Education with emphasis on third level; flexible and relevant forms of education with emphasis on rural areas; as well as 3) Growth of the human potential of public servants of education, with the updating of knowledge, the know-how and attitude of high commitment with educational quality complementing with the strengthening of effectiveness and efficiency.

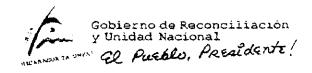
The improvement of the country's eight Public Normal Schools, where primary education teachers are trained, is part of the Ministry of Education's efforts to strengthen the quality of education, together with the ongoing training and updating of teachers, the provision of up-to-date curriculum materials that contribute to the better performance of students, the improvement of environments that stimulate learning and the development of knowledge that comprehensively complement learning.

Currently, the Normal Schools are in an evolutionary process to move to higher Normal School in order to continue improving the quality of education, a process that demands the improvement of environments and equipment, which contributes to the quality of training, updating and continuity of vocational training for future higher education teachers.





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2) JUSTIFICATION

In support of the evolving process of Normal Schools, GRNU has received Kuwait Grant Funds to finance the preparation of a technical and economic feasibility study, detailed designs and bidding documents, to subsequently manage resources for the short-term implementation of the Project "Improvement and Equipment of eight (8) Normal Schools in the departments of Managua, Chinandega, Carazo, Matagalpa, Chontales, Estelí and the two Autonomous Regions North and South Caribbean Coast".

It is required that the pre-investment studies, for the eight (8) normal schools at national level contemplate all the architectural, constructive, structural, electrical, hydro-sanitary elements, ethernet, wireless and internet data networks, Volp telephony, videoconference with CCTV, video surveillance, audio systems, air conditioning system, social studio, environmental management and study plan, site analysis, special facilities, signage and barrier-free access, as well as technological equipment (computation, printing, projection, mobile devices, among others) and furniture, according to the new role that will play, ensuring its proper functioning with quality and warmth, and conditions necessary to develop an effective and relevant learning process for students who are trained in Normal Schools as future primary teachers at the national level.

3) OBJECTIVES OF THE CONSULTANCY

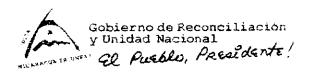


a. General Objective:

To prepare the feasibility study, which includes the pre-investment of each of the eight Normal Schools in the departments of Managua, Chinandega, Carazo, Matagalpa, Chontales, Esteli and the two Autonomous Regions of the North and South Caribbean Coast, containing all relevant studies and other technical documentation necessary for the implementation at a later stage of the construction project, ensuring the durability of the investment and its proper functioning, contributing in this way to the improvement of the educational quality of the students who are trained in the Normal Schools as future primary teachers at national level.









b. Specific Objectives:

- 1. Develop a programme of needs (quantitative and qualitative architectural programming) for the proper functioning of each of the eight Normal Schools, with a focus on a modern design that takes into account all the specialties of engineering and architecture, intended for teacher training environments, complying with national and international standards, criteria, standards and analogous models of educational infrastructure projects of a similar nature, meeting curricular requirements, of the educational community and of key actors, considering their physical, climatological, geographical and socio-cultural contexts.
- 2. For each of the eight Normal Schools, prepare the building diagnosis of the different systems: structural (using non-destructive methods), architectural, hydro-sanitary, electrical (low voltage), ethernet, wireless and internet data networks, Volp telephony, video conferencing with CCTV, video surveillance, audio systems and projection of each of the existing buildings in each Normal School, as appropriate.
- 3. For each of the eight Normal Schools, carry out soil studies, as well as studies, tests and hydro-sanitary and electrical measurements (low and medium tension) of the situation without project and with project.
- 4. For each of the eight Normal Schools, carry out an inventory and diagnosis (Situation without Project) of furniture and technological equipment (computation, printing, projection, mobile devices, among others), and propose new equipment and equipment alternatives (Status with project) based on the needs programme approved by MINED.
- 5. For each of the eight normal schools, carry out technical studies for the planning and development of sites for the location of buildings to be conserved (rehabilitated) or built, including multi-hazard analysis of natural origin at each normal schools, to consider in the preparation of the design proposal, taking into account the particular characteristics of each of them (physical, climatic, geographical and socio-culty (a) conditions).
- 6. For each of the eight Normal Schools, develop designs of type: architectural, existion architecture (gardening and landscaping), constructions, structural, electrical telephony, voice and data, system against - fire, mechanic (active cooling), of furniture MINE and school equipment, according to the specialties involved in this project, so that the technical proposal provides a comprehensive and correct response to the educational demands, considering the particular characteristics of each of them (physical, climatic, sociocultural geographic conditions and demand for quantity of environments).

7. For each of the eight Normal Schools, develop Environmental and Social Management Plans to determine the impacts and mitigation measures to be implemented before

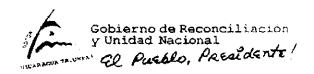














during and after the implementation of the project "Improvement and Equipment of eight (8) Normal Schools in the departments of Managua, Chinandega, Carazo, Matagalpa, Chontales, Esteli and the two Autonomous Regions North and South Caribbean Coast", considering compliance with National Legislation.

4) GENERAL DESCRIPTION OF THE PROJECT

a. Geographic location of the eight Normal Schools

The eight Public Normal Schools in the country are located in the principal towns of six departments and two Autonomous Regions, according to the following detail in Table No.1:

Table No. 1 - General Location Data for Normal Schools:

No	Single	Name of the	Department, M	Municipality,	Address	Coordinates of		
	Code ¹	Normal School,				Latitude (Y)	Longitude (X)	
1	32879	Gregorio Aguilar Barea	Chontales	Juigalpa	From the cemetery 400 rods to the west, Neighborhood Maritza Rivas	12.1000175	-85.369154	
2	32959	Mirna Mairena	Esteli	Esteli	Iron Bridge 300 mts north, Arlen Siu Neighborhood.	13.103125	-86.358915	
3	32996	José Martí	Matagalpa	Matagalpa	km 124.5 highway Sébaco - Matagalpa, Neighborhood Valle las Tejas.	12.911273	-85.958884	
4	32869	Ricardo Morales Avilés	Carazo	Jinotepe	47 ½ km. Pan- American Highway in front of Hogar El Socorro, Sub-Eastern, Neighborhood	11.844763	-86.191583	
5	32942	Darwin Vallecillo	Chinandega	Chinandega	ENMA 300 rods south, Neighborhood Congreso Numero Dos.	12.615640	-87.115306	
6	25820	Alessio Blandon	Managua	Distrito V	Former Hardware La Principal, 3 blocks south. Neighborhood La Fuente	12.122022	-86.237814	
7	35255	08 de octubre	RACCS	Bluefields	In front of URACCAN. Neighborhood Loma Fresca, Bluefields	12.139031	-86.270048	
8	36258	Gran Ducado de Luxemburgo	RACCN	Puerto Cabezas	Km 2 ½ Highway Lamlaya. Community Lamlaya, Bilwi	14.030465	-83.406894	

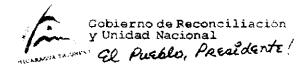








V





¹ Code Only: Corresponds to the code that identifies the establishment/ educational building, according to the classification of the Ministry of Education of Nicaragua.

b. Built-areas (built), and areas available in each School Normal

The country's eight Public Normal Schools are located on land that legally belongs to the State and assigned to the Ministry of Education. They have built (built) areas, as well as non-built areas to consider for proposals of extensions or construction of new facilities. Details of each site are given in table No. 2.

Table No. 2 - Built-up Areas and Non-Built-up of each Normal School

			Beneral descrip	tion of Areas I	n M2		
No	Unique	Name Normal	Basadasad	Bit and almost the	Area (m2)		
140	Code	School	Department	Municipality	Ground	Built	UnBuilt
1	32879	Gregorio Aguitar Barea	Chontales	Juigalpa	63,202.72	5,002.24	58,200.48
2	32959	Mima Mairena	Esteli	Estelí	37,204.80	6,836.15	30,368.05
3	32996	José Martí	Matagalpa	Matagalpa	35,250.78	6,661.20	28,589.58
4	32869	Ricardo Morales Avilés	Carazo	Jinotepe	134,043.45	5,734.72	128,908.73
5	32942	Darwin Vallecillo	Chinandega	Chinandega	2,254.03	788.91	1,465.12
6	25820	Alessio Blandón	Managua	District V	35,251,06	4,838.08	30,412.98
7	35255	08 de octubre	RACCS	Bluefields	51,221.50	3,645.00	47,626.50
8	36258	Gran Ducado de Luxemburgo	RACCN	Puerto Cabezas	29,532.99	4,939.32	24,593.67

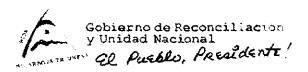
c. Environments or Architectural Spaces required in each Normal School

According to the evolutionary process of the Normal Schools to Higher Normal Schools, the following architectural environments or spaces and technical requirements should be considered, in addition to what is required as prevention measures before COVID 19, but not limited to them:

Classification of Environments	Environments	Observations.
	Classrooms	Classrooms, equipped with data show air, whiteboards, acrylic and/or digital screen, automatic and access to data networks, among other
Pedagogical	Classroom ICT	Classroom Technology (ICT), equipped with digital classroom mobile ¹ (at least two mobile units), data networks, telephony, VoIP, video surveillance cameras, projector air with their respective screen display automatically, as well as tables for the technological equipment, chairs for students.







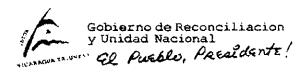


		chairs and a desk for the teacher, air conditioning, shelf metal
l l		with a key.
	Computer labs, Physics,	Laboratories, multi-purpose physics sciences natural for practical work, with their respective audio-visual media,
The state of the s	Chemistry and Biology.	furniture and equipment, networks, data, and storage space for materials of experimentation, among others.
·	Library	Library, considering the equipment and distribution of work
	2.0(0.)	tables and cubicles for individual, equipped with desktop
		computers, laptops, projector air with their respective auto
		screen, data networks, telephony VoIP. Shelving where they
		will be located in the texts, and an office space the technical
		staff that attends this space. In addition, it must be equipped
		with bibliography physical and digital.
	Art room-chart,	Room to Graphic Art, Dance and Theatre, equipped with a
	Dance, and	dressing room, sound, sound, costume, data networks,
	Theatre	among others, furniture and working materials such as:
	the state of the s	tables and chairs of labor, consumables, specialized
	Auditorium	Auditorium for multiple use, with separate electrical circuit,
		internet connectivity, audio-visual media, chairs moving, data
		networks, computers, video conference auditorium with
		CCTV (cameras, switch video streaming to social networks, labeling of shots, among others), telephony, Volp, system of
		central projection, audio system, central, video surveillance
		cameras, folding tables or mobile space for master control,
		batteries, health, space, a café, a space for administration
		auditorium, air conditioning.
	Seminar Room	To teach master classes. (Include audio and visual
		elements). (Tables and chairs for the audience, podium.)
	Board Room	Will be used for boardroom of the administrative side of each
	7	of the Normal.
	Garden	Area of the school Garden that includes an indoor area of
		basic learning with a space for wine cellar storage of tools
		and supplies. Must be defined the type of materials and supplies.
}	Indoor court	Tennis indoor multi-purpose set of steps, sports supplies
		(balls, nets, etc), sound system and lighting, data networks,
		among others. (sports supplies should be in correspondence
		with the type of pitch to build)
	Classroom CREAD	Educational Environment
	Teachers Room	Teachers Rooms equipped with tables, chairs, shelves,
		computers with battery/stabilizer, telephony, Volp, data
		networks, among others.
	Archive Room	Archive Room for graduate and trainee teachers records
Management,		Must be equipped with shelves, filing cabinets shelves.
Administrative and	Management	Room of management with equipment.
Educational	Meeting room	Meeting Room for the teaching and administrative staff. Includes tables, chairs, show, air, whiteboards, acrylic and/or
	t	digital screen, automatic and access to networks of data
	Administrative	Subdivision of academic attention of the student community
	Sub direction	(These spaces must be equipped with furniture and
	July Gridding	technologia sent)
		(echnologi ent)

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W.





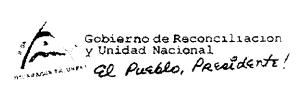
	Coordinator of Specialties	Responsible for coordinating the academic activities.
	Academic Secretary	Office of Academic registrar with your furniture (shelves, filing cabinets to records, work tables) and technological equipment, data networks, telephony, VoIP, among others.
	Amphitheater	Amphitheater for small conferences, including stationary chairs, data networks, telephony, VolP and audio-visual media.
	Battery Health	Battery health Management, considering the compliance of the Technical Standard Mandatory Nicaraguan Accessibility, NTON, 12006-04.
	Room of psychological Care.	Room for psychological care, with its furniture, equipment and connectivity to data networks, among others.
	Wineries	Wineries for the storage and preservation of food. As well as consumables for each environment and administrative environments complementary.
**************************************	First aid Room	First Aid Room, with your furniture (beds, chairs, shelves, etc), medical supplies (first aid kits, thermometers, stethoscope), and equipment, data networks, among others.
	School Cafeteria	Snack bar with furnishings and equipment, and Smart TV.
	Battery Health	Battery health Management, considering the compliance of
	Administrative	the Technical Standard Mandatory Nicaraguan Accessibility, NTON, 12006-04.
	Cleaning and	Cleaning and toilet room to ensure the maintenance of the
	toilet rooms	school.
	Electrical Sub- station	System sub power station with the capacity of keeping the school with electricity 24 hours.
	Tanks	Storage System of drinking water and treatment of wastewater and stormwater
General Services	Guardhouse	Booths surveillance with furniture and equipment, access to data networks, screens for the video surveillance system, among others.
	Technical Habilitation Room	Meeting of a technical certificate (electricity, electronics, carpentry, sewing, drawing, painting, visual arts, and robotics, cooking workshop) with chairs, counters, data networks, among others. (with all their equipment for each type of environment)
	Kitchen	Area kitchen, equipped with industrial kitchen, refrigerator, freezer, including equipment and kitchen utensils.
	Dining room	Dining room area equipped with furniture, smart TV minimum of 55", data networks, among others
	Laundry Area	Laundry area, drying and ironing of clothes, equipped with industrial washing machines and clotheslines.
Well-being	Bedroom	Bedrooms for boardings students, considering the student
· ·	Women/Boys	population current and future growth of 15% per annum, with lighting and proper ventilation, a litter of two floors for each
		room, with access to data networks, among others. Battery health in the bedrooms, by considering the compliance of the Technical Standard Mandatory Nicaraguan Accessibility, NTON, 12006-04.
	Parking	Area parking for a chers and administrative staff

SOMOS PUEBLO QUE VENCE CRISTIANA, MINISTERIO











Others Comple	mentary	Exterior work: Platforms covered, lighted and marked, perimeter wail, drinking fountains, trash cans, space for washing of hands. Pedestrian access, traffic and parking areas, as urban legislation of the municipality. Chairs and tables in external environments for study (kiosks), with access to WIFI. Include ramps, handrails and other safety and access for people with disabilities, as well as printing of different environments with the system of braille, embossed, light and sound. Signs of evacuation routes, spaces and garden ornamentation. IP telephony in the different environments is required (Management, Sub-direction, Secretary, Internship, Auditorium, Roofed amphitheater, Kitchen, Dining room, Room of Teachers, among others). Video conferencing system with CCTV (cameras, switch video streaming to social networks, labeling of shots, among others) integrated. Audio system and Projection for the Main Auditorium. Video security system camera for environments for common use, and public halls and exterior Megaphony System: speakers, to report on the academic activities. Outside lighting. Basic equipment such as a desk, and chair of the leacher, as well as seats for students
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As part of the diagnosis for each of the eight Normal Schools should be performed interviews with representatives of the MINED to determine and propose the type, amount and areas of the environment or architectural spaces, as well as equipment, furniture, and networks necessary to be included in the architecture Program.

5) DESCRIPTION AND SCOPE OF THE CONSULTANCY

The consultancy work consists of the carrying out of studies, designs and plans required for the implementation of the project for the improvement of the 8 Normal Schools.

The scope of this consultancy is as follows:

d. Preliminary Architectural Design

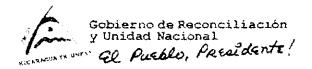
It is required to contain the following:



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Consultation Process. Document containing the methodology and results of consultation processes, carried out with key actors such as the General Directorate of Teacher Training, the General Division of School Infrastructure, the Information Technology Division (DTIC), the Directorate of Educational Technology (DET), General Division for the Coordination of Programs and Projects (GDCPP), Designated Teaching and Management Staff of each study center (Normal School) and key actors designated by the Ministry of Education. These results will be considered in the Architectural Program after review and consensus with the General Division of School Infrastructure of the MINED.

Architectural Program. Document that will reflect the quantitative and qualitative analysis of spatial requirements. It will include the development of the Program of Spatial Needs, furniture and equipment, and will consider the requirements and needs presented by each of the Normal Schools, as well as the relevant results of consultations with the educational community (principals, teachers, students, mothers and fathers of families) of each Normal School, and of key actors to define with the MINED. It should include preliminary sketches, area relationship studies, zoning of environments and site for space distribution, color theory and signaling proposal. The architectural program should include the preservation of cultural or history heritage of existing buildings.

Site analysis. Document that will reflect the existing conditions (inventory), multi-threat analysis, potentialities and restrictions of each project site.

Technical Studies of Soils (support and infiltration) and Topography (planimetry and altimetry). In carrying out geotechnical surveys of the site, special attention shall be paid to removing doubts about the existence of possible seismic failures that put at risk the new infrastructure and its users. Also, obtain detailed information on characteristics of the reference ground or soil, since this study is necessary for a correct calculation and design of foundation and stability of buildings.

Preliminary and final cost studies: Document that will indicate the methodology used to estimate the costs of implementing the Project (construction and equipment), as well as the estimated market costs (direct and indirect) at each stage of consultancy development: programming, preliminary design and final design.

Site Planning and Design (Exterior Architecture, Gardening and Landscaping): with the spatial solution of the set (Preliminary Design), including operating diagrams, from which MINED will select one or the combination of two alternatives.

For the Building and for the Planning and Design of the Site, it is required:

 Three (3) spatial solution alternatives (Preliminary Design), from which MINED will select one or a combination of two alternatives.

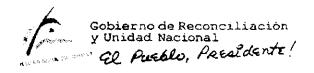
Final älternatives selected b













The Preliminary Design Plan selected by MINED by specialty shall contain a set of general, specific, and other drawings, as appropriate:

- 1. Topographic plans
- 2. Plans of existing set.
- 3. Assembly plant for the site
- 4. Architectural floors of buildings.
- 5. Sections and elevations.
- Rooftop plants.
- 7. General concept of the structure and foundations of buildings.
- 8. General concept of hydro-sanitary systems.
- 9. General concept of electrical systems.
- 10. Scope and drawings of the designs of the technological component. General concept of network system. VoIP telephone, video conference, video surveillance, etc.
- 11. General concept of signaling and barrier-free access.
- 12. General concept for school equipment and furniture
- 13. Orientation of proposed new buildings to take advantage of natural ventilation
- e. Design Project

It shall contain the following:

Designs, General and Construction Plans of the Preliminary Project selected by MINED, considering:

General plans

- · Location and set plans.
- Topographic and earthmoving plans, excavation, filling, compaction, etc.
- Drawings of civil works designs.
- Plans of evacuation routes.
- Plans of various details.
- Scope and design of the technology component

Architecture. Considering the necessary architectural plans for buildings and as a whole, with all their details to ensure a correct interpretation during the execution of the project:

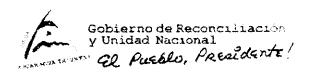
- Overall plans and exterior works.
- Architectural floors of buildings.
- Elevations.
- Architectural sections













- Roof plants.
- Plants of reflected ceiling.

Site Planning and Design (Exterior Architecture). Considering plans that are necessary, with all the details that guarantee a correct interpretation during the execution of the project:

- Plan of set and Architectural plants of zones.
- Elevations.
- Sections and architectural details.
- Planting plan, including a list indicating the quantity and common and scientific name of the vegetative material (plant).
- Irrigation plan.

Finished, Whereas:

- · Furniture bathrooms (fine woodwork).
- Internal and External Walls
- Floors
- Heavens
- Fascia
- Roof
- Doors and windows
- Painting
- Metal works.

Structural. Considering the national and international regulations and standards, the plans to be elaborated are:

- Plans of foundations.
- Detail of soil improvement.
- Detail of Footings.
- Table of structural sections of concrete beams and columns.
- Table of structural sections of beams and metal columns.
- Floor plan and mezzanine details (if necessary).
- Floors, elevations and stair details (if necessary)
- · Structural roof plan.
- Plans of structural elevations.
- Structural sections.
- Plans of various structural details.
- General Constructive Notes.

Electric. Considering the regulations in force in Nicaragua, the plans to be drawn up are:

Electrical assembly plans of existing external connections.

Plan of electrical assembly of external connections with project

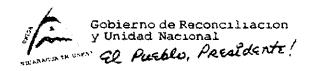














- · Plans of exterior lighting.
- · Installation plans for luminaires.
- Drawings for the installation of 110- and 220-volt sockets.
- · Power panels.
- One-line diagrams.
- · Polarization systems.
- · Plans of various details.

Hydro-sanitary. Considering the national rules, the plans are:

- Sanitary sewers of buildings and sewage disposal (Sewage system plans, sewage, septic tanks, registry boxes, etc.).
- Network of rainfall drainage of the whole set (plans and memory).
- Drinking water supply networks and Drinking water storage tank. (Plans and memory).
- · Fire protection system.
- · Isometric diagrams of drinking water and sewage.
- · Plans of various details.

Air conditioners:

- Ducts and pipes
- · Units of air conditioners.
- Air controls.
- Testina.
- Orientation, structures and construction materials that allow adequate natural ventilation and avoid overheating of proposed new buildings.

Networks, Voice and Data:

- Network plans indicating network topologies to be implemented (structured network and wireless network) according to architectural plans by environment.
- Active and passive network component inventory: Wi-fi access points, UPS, communication equipment (switch, routers, computer security equipment), network network cabinets and inventory of network points.
- · CCTV and video surveillance plans.

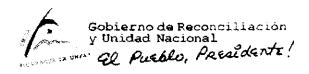
Design calculation memories. For each speciality:

- · Structural calculations.
- Electrical calculations, including automatic irrigation.
- Mechanical calculations (active cooling)
- Scope calculations and technology con
- · Calculations of fire-fighting systems
- Hydro-sanitary calculations and autor
- Network, voice and data calculations which chair occitient technology











component plans and inventory

- Construction Scope Calculations (Take off).
- Unit costs.

Technical Specifications. The document must be structured in the following Chapters:

- Introduction
- Chapter 01: Preliminary
- · Chapter 02: Earth movement
- Chapter 03: Foundations
- Chapter 04: Structures
- Chapter 05: Masonry
- Chapter 06: Ceilings and fascias
- Chapter 07: Finishing materials
- Chapter 08: Heavens
- Chapter 09: Floors
- Chapter 10: Partitions
- Chapter 11: Furniture and equipment
- Chapter 12: Doors
- Chapter 13: Windows
- Chapter 14: Metal works
- Chapter 15: Sanitary works
- Chapter 16: Electricity
- Chapter 17: Air conditioners
- Chapter 18: LAN networks and technological equipment
- Chapter 19: Miscellaneous works.
- Chapter 20: External works
- Chapter 21: Painting.
- Chapter 22: Final cleaning and delivery.

Chapter 02 of the Earthworks must contain at least the following:

- General Conditions.
- Replanting of the site.
- · Work Required.
- Cleaning of the site.
- · Elevations.
- Identification and location of banks for loans of materials authorized by the corresponding entities.
- Digging and filling.
- Bank of Levels.
- Compaction of the site.
- Degrees of Compaction.
- Terrain conditions.



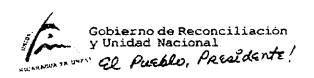














- Earth movement for works.
- · General description of the exterior works.

Chapter 11 of Furniture and Equipment must contain at least the following:

- Design and technical specifications of school furniture.
- Validation and/or design definition and/or technical specifications of furniture and equipment.

Chapter 15 of Hydro-sanitary Specifications must contain at least the following:

- Sanitary drainage system.
- Drinking water system.
- Rainfall drainage system.
- Supply of sanitary accessories and appliances.
- Another type of sanitary works.

Chapter 16 of Electrical Specifications must contain at least the following:

- High voltage general charge.
- Power supply and general low voltage cabinet.
- · Circuits derived from lighting.
- · Interior luminaire.
- Exterior luminaire
- Switches and electrical outlets.
- Transformers.
- Cables and conductors.
- · Electric panel and sub panels
- · Channeling and Register Boxes.
- Earth Network.
- Electrical equipment

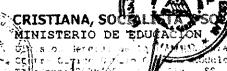
Chapter 18 of LAN Networks must contain at least the following:

- Network topology to implement
- Inventory of active and passive network components with their respective specifications.
- Communication equipment to be implemented and their respective technical specifications.
- Tests and procedures during the implementation of networks and technological equipment.

Chapter 19 Miscellaneous Works should contain at least the following:

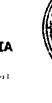
firefighting system.

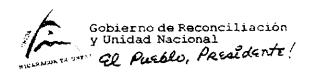
Signage system.













Other systems: Audio and projection systems.

Chapter 20 of External Works must contain at least the following:

- General conditions.
- Sidewalks and platforms (including access ramps)
- Gardening.
- Arborization and grass.
- Sports courts.
- Storage tank for water.
- Septic tanks and infiltration well.
- Exterior lighting.
- Environmental measures:
 - o Section IA: Health and Safety Standards at Work
 - Section IIB: Mitigation and Environmental Prevention Measures

Environmental and Social Management Plans:

Environmental:

- Environmental management plan.
- Special permit for felling and/or pruning of trees.
- Rules of conduct for workers.
- Actions and measures in the event of emergencies.

Social:

- Social Management Plan.
- Procedures for Social Management.
- Temporary Relocation Plan.

Investment budget. Present the estimated costs of the investment starting from the "Take-off" and Table with the dimensions for each scope of works by buildings, exterior works, etc. The structure of the budget will be broken down as follows:

Format of works and furniture:

- Direct Costs: Quantities of works, materials, labor and transportation.
- B. Indirect Costs
- C. Administration + utilities.
- Total, Offer Value: The summary of A + B + C = D

Physical Schedule and Financial Schedule of Execution of each eight Normal Schools, considering the following:

- Physical volume of works.
- Distribution of financial resources by time un
- Estimated time of execution.







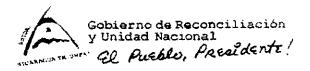














· Summary of total offer in financial program.

Presentation of the Project to the Authorities and Directorates of the Ministry of Education, Educational Community of each of the eight Normal Schools, as well as actors to be defined by the MINED.

f. Requirements to be met by designs

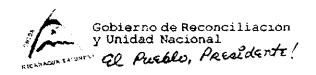
The designs to be carried out in the preliminary draft and project stages must comply with the activities recommended by the following guidelines and regulations in Nicaragua, corresponding to the institutional spheres (MINED), national and municipal:

- Measures (structural and non-structural) for the management of prospective and corrective risk to threats of natural origin, according to Law 337 "Law creating the National System for the Prevention, Mitigation and Attention of Disasters"
- For the structural design of the building, according to the National Construction Regulations (RNC-07) and its updating
- Nicaraguan Mandatory Technical Standard for Accessibility, NTON, 12006-04
- Current standards for the design of the electrical system in Nicaragua issued by the Nicaraguan Institute of Electrical Energy (INE) and the Electricity Distribution Company.
- Current regulations for the design of the hydro-sanitary system, issued by the National Water Authority (ANA) and National Water and Sewage Company.
- Management of the consulting firm, in coordination with MINED for the approval of the Designs by the mayor of the municipality corresponding to each municipality and national authorities.
- The LAN Network Design shall meet the following standards for transmission requirements and channel performance set out in the latest updates: EIA/TIA-568 B.1 Commercial Building Telecommunications Cabling Standard 2001; IEEE 802.11 (ISO/IEC 8802-11); TIA/EIA 568B; EIA/TIA-1179 2009; ANSI/ TIA-568-C.2; EIA/TIA TSB-67; TIA/EIA 569A; TIA/EIA 606A; J-STD-607-A; ISO/IEC 1180:2001 Class EA and ISO/IEC 11801 Información Technology Generic Cabling Systems, 2002.













6) EXPECTED PRODUCTS

g. Work Plan and Schedule for the Execution of the Consultancy

Narrative document that describes all the activities that are required to achieve the products, indicating the deadlines required for their delivery and approval, as well as those responsible for their execution by specialty. The Work Plan must reflect the delivery times of the products described in Table No. 6 of Section 11 of these Terms of Reference The methodology must include the BIM Execution Plan (Building Information Modeling), BEP, which must be in accordance with the ISO-19650 standard. The content of the BIM Execution Plan will be presented in two complementary parts: bidding phase (pre-contract) and execution phase (post-contract signing). The minimum content of the BEP shall be in accordance with Annex No. 3. The BIM technology platform to be used shall allow interoperability in accordance with the IFC2x3 Standard (ISO-16739).

Includes detailed Execution Schedule by consulting stage, activity, and responsible, in calendar days.

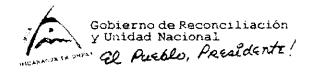
The delivery time for this product is within the first 20 days after the contract is signed and the start order delivered.













h. Diagnosis and of pre-feasibility Study

Set of documents that includes Report on the Consultation Process, the Architectural Program, Site Analysis, Technical Studies, Inventory of furniture requirements, equipment and technological equipment, Projected investment costs required by each of the eight Normal Schools.

The delivery time for this product is 100 calendar days after the Work Plan is approved.

Architectural Design

Set of documents that includes Technical Studies and the Preliminary Design Project, in which 3 alternatives of design and alternative selected by MINED must be delivered.

The delivery time for this product is 60 calendar days after the approval of the Diagnosis and Pre-feasibility Study.

j. Design Project

Set of documents including Report, Design, General and Construction Plans. Architecture, Exterior Architecture, Structural, Electrical, Hydro-sanitary, LAN networks for data, VoIP telephony, videoconference with CCTV, video surveillance, digital audio systems and projection, including their respective Calculation Reports, Technical Specifications, Environmental and Social Management Plans, Budget, Physical and Financial Schedule.

The delivery time for this product is 50 calendar days after the approval of the Preliminary Design Project.

k. Fina Report

Document containing the results of the presentation of the project to the Directorate and Directorates of the MINED, Educational Community of each eight Normal Schools, and key actors to be defined by the MINED.

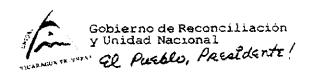
The delivery time for this product is no later than 60 calendar days after the Design Project is approved.

Documents must be prepared in computer applications such as Microsoft Office

Professional Plus 2016.

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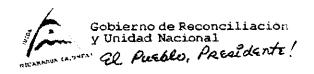




- Narrative documents must be prepared in Word, Arial number 12, single line, and delivered in print (two originals and one copy) and in digital. The printed document must be in Letter size, in color, and duly signed and sealed. All relevant annexes should be attached.
- The Calculation Reports, Table Memory of dimensions by Scope, Budget and Scope of Works by Activity, Stages and Sub-stages of each building belonging to the set of each of the eight Normal Schools, must be elaborated in Excel program, editable format. The printed document (two originals and one copy) must be legible, in Charter, Legal and/or Tabloid size, as appropriate, in color, and duly signed and sealed by an Engineer or Estimation Engineer with at least 5 years of experience. Budgets should refer to labor costs, transportation, and construction materials approved by MINED. It shall include copies of catalogues, equipment data sheets, as well as any technical information on special equipment and materials required by the project.
- The Schedules must be elaborated in program Project and its support of
 calculation memory of the duration of such activities in editable format. The
 printed document (two originals and one copy) must be legible, in Charter,
 Legal and/or Tabloid size, as appropriate, in color, and duly signed and sealed
 by Planning Specialist works /Construction Project Manager.
- Architectural construction plans must be generated by the BIM tool indicated
 in the BIM Execution Plan and be compatible with the AutoCAD 2020 program,
 editable format. In printed form (two originals and one copy), they must be
 presented on bond paper, size A-0. Also, all the plans must be in originals and
 bring the box with the data of the Project and signature of the Architects and/or
 Engineers responsible by specialty (Architecture, Structural, Hydro-sanitary,
 Electrical, Acoustic, Landscape Architecture, Civil Engineering, Topography,
 Voice and Data, among others).
- The digital version of these documents must be delivered on a Solid-State Disk, which contains all the information from the formulation and design work, such as plans, calculation memories and other documents related to the project. The digital model of the Building of each Normal school must be delivered in the native format (owner) and IFC format, which must also include the non-geometric information of the model, duly linked to the model.



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7) COORDINATION OF THE CONSULTANCY

The consulting firm will report directly to the General Division of School Infrastructure, which delegates to the Pre-Investment Division the coordination of this consultancy, with the participation of the General Directorate of Teacher Training, Division of Information Technology and Communication (DITC), and Directorate of Educational Technology (DET).

These MINED areas will provide relevant information on functional and technological requirements, parameters, criteria and standards for the design of the Normal Schools and other information, as well as support in the relevant coordination with other MINED bodies required to consult at the Headquarters, Delegations and at each Normal School.

For the delivery of each product, at least two revisions will be agreed by the General Division of School Infrastructure, General Directorate of Teacher Training, Division of Information Technology and Communication (DITC), and/or Directorate of Educational Technology (DET). The review deadlines will be agreed between MINED and consulting firm, differentiated by delivery of the amount of documents of each product.

The place where the consultancy will be carried out is in the own facilities of the consulting firm, and in any other place that is necessary to fulfill the objectives foreseen with this consultancy, after coordination and approval of the MINED.

8) TECHNICAL QUALIFICATION OF THE BASE TEAM OF THE CONSORTIUM

Criteria for the selection of a Consortium formed by Kuwaiti consulting firm in association with a National Consulting Firm: The criteria for the selection of the consortium of Consulting firms and its corresponding evaluation are indicated in Table No. 3

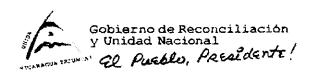
Table No. 3 - Criteria and assessment

	Criteria	Valoration
1,	General Experience in building design vertical (Building)	Have designed at least eight (8) projects of vertical Works similar (building works), with an area greater than 1000m².
2.	Experience in public use projects	Have designed at least (4) projects with area greater than 1000 m ² (Can be concurrent projects in the same years
3.	Experience in multidisciplinary team coordination.	To have coordinated at least 5 projects multidisciplinary teams from engineering, architected social and/or pedagogical disciplines.
4.	Proposed base team Experience (weighted).	At least 5 years of weighted experience of proposed base team specialists.











The consulting firm shall comprise a minimum basic team with the following specialties:

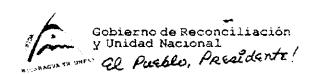
Table No. 4 -- Base Team for Consulting Development

Position	Academic Degrae	General Experience	Specific Experience directly related to the requested study and requirements
Coordinator	Architect and/or Engineer with	BASE TEAM 5 years of professional practice	Coordination of multi-disciplinary teams in at least 5 projects. Five (5) minutes of Receiving End and/or permits in similar works (Design of Works Vertical) or projects of greater scale, that have been executed in the last few years in its default shall be attached a copy of the contract, the Records submitted must be to the name of the proposed Architect.
BIM Manager	Architect, Engineer or related career with specialty in BIM Methodology	3 years of professional practice	Experience 3 years and three (3) projects as BIM Manager. In its default may be attached a copy of records, contracts, records or any other document, which shows the experience as a BIM Manager. The documentation submitted shall be in the name of the BIM-Manager proposed.
Architect-Designer	Architect	5 years of work as a professional	Five (5) completion certificates of Receiving End and/or permits in jobs similar (Design of Works Vertical), for the past few years, in similar projects or in projects with a larger area of 1000m², in its absence, may be attached a copy of the contract, the articles submitted should be in the name of the Architect proposed (can be concurrent projects in the same year).
Landscape Architect	Architect with a specialty in outdoor architecture, site planning, landscape architecture or Professional with a specialty in landscape or garden design.	5 years of work as a professional	Five (5) Minutes of Receiving End and/or permits in works where you have exercised outdoor design, landscapes or gardens, in its absence, may be attached a copy of the Proceedings to be presented must be in the name of the Architect proposed (can be concurrent projects in the same year).
Structural Engineer	Engineer or architect with a specialization in structures.	5 years of work as a professional	Five (5) Minutes of Receiving End and/or permits in jobs similar (works vertical) or projects of greater scale, that have been executed in the tast years, In its default may be attached a copy of the Proceedings to be presented must be in the name of the Structural Engineer proposed. (can be concurrent projects in the same year).











Electrical or
Electromechanical
Engineer

Electrical or Electromechanical Engineer

5 years of work as a professional

Five (5) Minutes of Receiving End and/or permits in jobs similar (works vertical) or projects of greater scale, that have been executed in the last years. In its default may be attached a copy of the contract, the Records submitted must be to the name of the Engineer, Electrical or Electromechanical proposed. (can be concurrent projects in the same year).



Hidrosanitary Engineer

Qualified Professional with the career of Ing. Civil, or related careers, with postgraduate studies in sanitary tasks, hydrology, hydraulics, water treatment.

5 years of work as a professional Five (5) Minutes of Final Receipt and/or participate in similar jobs (works vertical) or larger projects that have been implemented in recent years, in its default may be attached a copy of the contract, the articles submitted should be in the name of Civil Engineer Hydraulic proposed. (can be concurrent projects in the same year).

Geotechnics

Soil specialist Engineer (Geotechnics)

5 years of professional practice Five (5) Minutes of Final Receipt and/or participate in similar jobs geotechnical studies in work vertical, of the last few years, in similar projects or in projects with a larger area of 1000m², in its default shall be attached a copy of the contract, the Records submitted must be to the name of the proposed Engineer. (Can be concurrent projects in the same year).

Surveyor

Civil Engineer or Topographer 5 years of professional practice

Five (5) Minutes of Receiving end and/or permits in jobs similar (topographic Survey, Planimetry and Altimetry), of the last few years, in similar projects or in projects with a larger area of 1000m², in its default shall be attached a copy of the contract, the Records submitted must be to the name of the Surveyor proposed. (Can be concurrent projects in the same year).

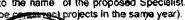
Estimation Engineer Civil Engineer or Architect

5 years of work as a professional Five (5) Minutes of Receiving end and/or permits in jobs similar (Works Vertical) for the past few years, in similar projects or in projects with a larger area of 1000m², in its default shall be attached a copy of the contract, the Records submitted must be to the name of the proposed Estimation Engineer. (Can be concurrent projects in the same year).

Communications and Networks Specialist. Engineer in Telecommunications, Systems, Electronics.

5 years of work as a professional

Five (5) Completion certificates of Receiving end and/or permits in Jobs similar (component technology, data Networking and unified communications), for the past few years, with ranges similar to those considered in the present project. It will accept certificates from the year 2011), in its default shall be attached a copy of the contract, the Records submitted must be to the name of the proposed Specialist. (Can

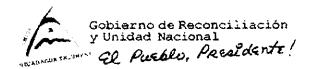














Social Specialist (Only required for the Nicaraguan Consulting Firm) Professional with a degree in social anthropology, social development, educational sciences, sociology, or related careers

4 years of experience in the field of Social.

Proof of work where you have exercised, coordinated or participated in projects where there has been a social component.

The Minutes, Records or other documents evidencing a present must be in the name of the proposed specialist.

Environmental Specialist. Professional degree in environmental engineering, architecture, civil, agronomist, agroforestry, environmental sciences or related careers with specialization in management or environmental management.

4 years of experience in the field of the development of environmental studies or environmental impact Proofs of work where you have exercised, coordinated or participated in projects in function of the environmental analysis and environmental management plan.

The Minutes, Records, or other document evidencing a present must be in the name of the proposed specialist.

Note 1: You need to include in the CV letters signed by each one of the specialists in stating that you are participating for this consultancy. To request a change after the signing of the contract, this must be with an experience equal to or greater.

It will be evaluated for the academic degree requested, other complementary studies and/or demonstrable experience of the members of the consulting firm. The consulting firm shall indicate the proposed participation of each member of the team at each start of the work.

The Nicaraguan consulting firm that forms "Joint Venture" with the Kuttatit Consulting Firm, which came to be selected and awarded for the development of his consultancy, must submit their Operating license under the category of Design according to the law regulating of the activity of Design and Construction (issued by the MTI), before the signing of the contract. In cases, the "Joint Venture" uses the services of the following Nicaraguan specialist-consultants they also must submit their "Operating license" issue by the MTI:

- Architect-Designer
- Structural Engineer.
- Hidrosanitary Engineer
- Geotechnical Engineering

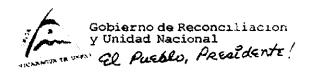
In the cases of the "Joint Venture" uses the services of the following Nicaraguan specialist-consultants they must submit their "Operating License" as indicated:

 Electrical or Electromechanical Engineer: Operation License in force issued by the Direction of Fire of Nicaragua (DGB).

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- Surveyor: License Cadastral in Force.

9) THE FORM OF PAYMENT FOR PRE-INVESTMENT WORK

The form of payment, shall be as follows:

Table No. 5 - Products, term and percentage of payment

Products	Delivery time for outputs (calendar days)	Payment Percentage of the contract value	Pre-requirement and requirement
Work Plan and Schedule	25 days	20% against delivery of approved documents	Signing of the contract and delivery of start order.
Diagnostic and Pre- Feasibility report	60 days	15% against delivery of approved documents	The phase should start after the approval of the Work Plan by MINED
Preliminary Design Project	60 days	20% against delivery of approved documents	The preliminary project must begin once the Diagnostic and Pre-feasibility Report by MINED has been approved
Design Project	90 days	30% against delivery of approved documents	It must initiate, once approved the Preliminary Design Project by MINEO
Final Report and Delivery	35 days	15% against delivery of documents approved	Will start once approved the Design Project

Payments require the approval of each product MINED and Non-Objection from the done organism.

Payments will be made in United States currency: US\$ dollars

10) TERM OF EXECUTION OF THE CONSULTANCY

The consultancy will have a duration of two hundred and seventy (270) calendar day starting from the Order of Start, after signing the contract with a contractual term 330 calendar days from the Order of Start.

Table No. 6 – Products with delivery times (milestones)

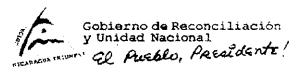
Product Delivery Deadline (Milestones) (Calendar days)	
Product 25 days 60 days 60 days 90 days 35 da	уз



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Total (Term of the consultancy)	270 days				
Final Report and delivery					X
Design Project				X	
Preliminary Design Project			X		
Diagnosis		X			
Work Plan and Schedule of Activities	Х				



Note: Within this period are included the review times of each product to be delivered. The review deadlines will be agreed between MINED and consulting firm, differentiated by delivery of quantity of documents of each product

11) INTELLECTUAL PROPERTY

The material delivered by the Ministry of Education and the key stakeholders consulted can only be used for the purposes of this consultancy. The consulting firm may not use, in part or in full, the information and material produced by this consultancy for purposes other than those proper to this work. Likewise, may not use the information of the procurement, hiring and other procedures to which has access as a result of its work, for purposes other than those of this work.

The material produced by this consultancy will be the property of the Ministry of Education, which will have the exclusive rights to use, modify, publish and disseminate the products that originate from said work.

12) ANNEXES.

Annex No. 1. Basic Environmental Information for Inclusion in the Pre-Investment Study

1. Environmental Management Plan (EMP)

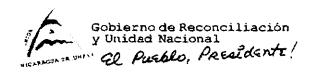
According to Decree 20-2017, System of Environmental Evaluation of Permits and Authorizations for the Sustainable Use of Natural Resources, projects category IV (low impacts), in its article 18, numeral 14: Education Projects (Schools, Institutes), are subject to the presentation of an Environmental Management Plan to obtain the Environmental Authorization issued by MARENA.

In order for the project to comply with national environmental legislation, it is necessary to draw up an EMP, which integrates the requirements demanded by MAREŅA in annex



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N° 7 of Decree 20-2017, Guidelines for the Development of the Environmental Management Program for Category IV Projects.

When projects are located in the Autonomous Regions, applications must be made to SERENA, who will be responsible for issuing the Environmental Authorization.

In order to obtain the authorizations, technical inspection must be carried out at each school, together with an inter-institutional commission, which will verify the information submitted by the MINED.

Below, a structure of EMP is presented that is more exhaustive than that required by MARENA in the decree, which is the structure that MINED uses for the management of Environmental Authorization for the Improvement of Schools.

Table No. 1: Contents of the Environmental Management Plan.

No.	CHAPTER	CONTENTS	
1	Introduction	1.1 Objective: Objective of the EMP 1.2 Scope: Scope of the EMP 1.3 Methodology: Activities develop to elaborate the EMP	
2	Project	 2.1 Location: Geographic location where the project is planned to be implemented. Include Location Map, total area, polygon coordinates, map sheet. 2.2 Description: Description of the works to be develop. 2.3 Estimated investment: 2.4 Flat with Project: developed by the design area 	E WINESTON
3	Environmental Diagnosis	3.1 Physical Aspects: Physical Characteristics hydrology, etc) 3.2 Biological Aspects: Biological Characteristics (flora, fauna, etc) 3.3 Socio-Cultural aspects: Social and cultural Characteristics (ethnic groups, archaeology, etc)	
4	Environmental Analysis	 4.1 Identification of environmental impacts: Identification of activities likely to generate negative environmental and psocial impacts during the execution of the works; and the potential impacts (positive, negative, direct, indirect, and cumulative) that as a result of the execution of the works can be generated. Use impact analysis matrix to determine the significance of impacts. 4.2 Socio-environmental risk level: Define the socio-environmental risk level (High, Medium, Low). 4.3 Applicable national environmental legislation: Indicate which national policy is activated in the project and which instruments in addition to the EMP will need to be developed to comply with environmental legislation. 	
5	Natural	5.1 Natural resources: Description of the main resources that	

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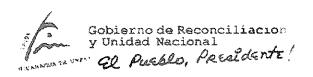
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No.	CHAPTER	CONTENTS
	Resources	the project will use.
	required for	5.2 Inputs, materials and equipment: Description of the main
	the project.	inputs, materials and equipment that will be used by the
		project, during construction and during operation.
6	Environmental	Actions and measures for the prevention, mitigation and/or
	Actions and	compensation of negative impacts as a result of the
1	measures	execution of the works: Describe specific actions or measures
		to prevent, mitigate and/or compensate for potential negative
		impacts by the execution of the works, including the respective
		budget and implementation schedule.
P P P P P P P P P P P P P P P P P P P		6.2 Actions and measures for the recovery of environmental
1		llabilities: In the event that the project provides for the
		implementation of actions for the recovery of environmental
		liabilities, the activities to be developed should be described
		with the respective budget and implementation schedule.
		6.3 Actions and measures to replenish the forest resources:
		In the event that the project contemplates the cutting of trees,
		the measures to be taken to mitigate the damage must be
		included. Indicate whether it will be necessary to develop a
		Special Forestry Plan. 6.4 Rules of Conduct for Workers: Provisions to regulate the
		behavior of workers of the contractor company shall be
		included.
		6.5 Actions and Measures for risk mitigation and reduction:
		Present a contingency plan for risks, containing actions to
		respond to possible events that may affect workers
		school community.
7	Follow-up and	Present a follow-up and monitoring plan for the implement
	Monitoring	the environmental actions and measures identified in the
		chapter.
8	Participation	Evidence of the participation and consultation processes
	and	developed should be included. This participatory process is
	Consultation	basically the presentation of the developed instrument (EMP)
		to the actors involved, to inform and obtain feedback.
***************************************	Annexes	Those that are necessary as part of the preparation of the
		SEMP.
		Evidence of participation processes, photographs, others.
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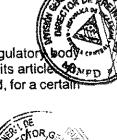
m. Special permit for logging and/or Pruning of Trees:

To obtain the Special Permit, steps must be taken with INAFOR, as the regulator body for the forestry sector in Nicaragua, based on Law 462, Decree 73-2003, in its article INAFOR shall grant permits for the forest harvesting of a certain type of wood, for a certain volume and in a certain area.

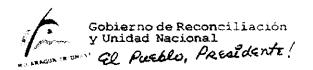
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The requirements of the CODF 14-2019, which establishes the procedure for the approval of Special Permits for Projects of National and Municipal Interest must be met. According to Article 8, projects and programs of national or municipal interest, such as school construction and improvement projects, managed by Ministries and State Institutions, INAFOR may authorize the pruning and cutting of trees of any forest species.

Permits must be managed through a forest regent accredited by INAFOR, with a valid forest regency card. According to CODF 14-2019, for education projects, a Special Permit must be obtained. As part of the requirements a Special Forestry Plan must be submitted, which is prepared by the forest regent.

The Special Forestry Plan will be developed as a requirement to be submitted to the National Forestry Institute (INAFOR), where a request for a Special Forestry Permit is required in sub-projects where the need for tree felling is determined by the effects of construction activities.

The Special Forestry Plan will be drawn up on the basis of the guidelines for the INAFOR Methodological Guide, in accordance with Articles 43 to 45 of decree 73-2003. It will also be prepared in accordance with CODF 14-2019, on the approval of the Methodological Guide for Special Permits, in Articles 8 and 9.

Technical inspection should be carried out at each school, together with an inter-agency commission, which will verify forest inventory data and other information submitted by MINED. Payments should be made for forest services, including payments for technical inspection, registration of the permit and payment for the volume of forestry development.

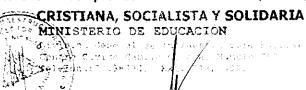
In addition, a contract for the replenishment of the affected forest resource murestablished with INAFOR, which specifies the quantities and species to be replened and establishes a minimum period of care for the plantations of four years.

n. Standards of Conduct (Behavior) for Workers

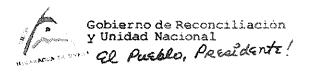
The Standards of Conduct are part of measures to address environmental and social risks associated with construction. It applies to all staff, workers and other employees at the site of the works or other places where the works are carried out. It also applies to the staff of each subcontractor and any other staff assisting in the execution of the works such persons are referred to as "Contractor Personnel" and are subject to these Rule of Conduct, as well as to the enforcement of Law 618, General Law on Occupational Hands and Safety.

These Standards of Conduct identify the conduct that MINED requires of all Contractor Personnel. They are strictly enforced and are aimed at direct and indirect workers involved in the execution of the works (contractor, subcontractors, workers). These rules are established in order to ensure compliance with environmental, social, health and











occupational safety obligations, under the framework of national legislation. Workers should be trained on the Standards of Conduct.

CONDUCT REQUIRED

The Contractor Staff shall:

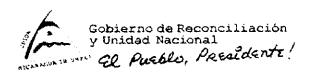
- 1. Carry out their duties in a competent and diligent manner.
- Comply with these Standards of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and wellbeing of the personnel of another contractor and any other person.
- 3. Maintain a safe working environment, including:
- a) ensure that workplaces, machinery, equipment and processes under the control of each person are safe and without health risks.
- b) comply with all working instructions, signs on the site and use the required personal protective equipment.
- use appropriate measures relating to chemical, physical and biological substances and agents.
- d) follow the applicable emergency operating procedures.
- 4. Report work situations which the worker believes are unsafe or unhealthy and withdraw from an employment situation where the worker reasonably believe presents an imminent and serious danger to life or health.
- 5. Take hygiene and disease prevention measures. Avoid the accumulation of water and cover containers that store water.
- Adopt measures to save resources such as: water and energy, as well as avoid.the loss of materials due to lack of protection or waste.
- 7. Be aware that the use of illegal substances inside the work is inadmissible. Likewise, the consumption of alcohol or other substances that alter the behavior of people.
- 8. The theft of materials, equipment or anything within the work, will be sev punished, this type of behavior is unacceptable. A call must be made to make values and good manners in the work team. Likewise, acts of vandalism community must be reported to the appropriate authorities, in order to maintage order and well-being of the work.
- Temporary connections to the power grid must not be made for the accommodation of workers and/or hold, or any other part of the work, without these being duly authorized.



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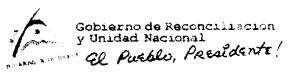




- 10. Maintain respect for all persons, their culture, language, birth origin, gender, disability, religious or political beliefs. Discriminatory attitudes among workers should be a cause for concern.
- 11. Maintain communication with the community, showing respect at all times and attending to the concerns or consultations that the community has, without discriminating against the population by its condition, educational level or economic level. They should treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children.
- 12. Maintain at all times respect to the population in general, and especially children, women and the elderly in the community. Avoid expressing foul words, gestures with sexual reference, compliments and/or touching.
- 13. Not engage in any form of sexual harassment, including unwanted sexual advances, requests for sexual favors, and other unwanted verbal or physical conduct of a sexual nature with the staff of other contractors or the Contractor.
- 14. Non-participation in Sexual Exploitation, which means any actual abuse or attempted abuse of vulnerable position, abuse of power of trust, for sexual purposes, which include, among others, the monetary, social or political of the sexual exploitation of another.
- 15. Not participating in Sexual Abuse, which means actual physical activity, threat of intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
- 16. Not to engage in any form of sexual activity with persons under the age of 18, 6 in the case of pre-existing marriage.
- 17. Participate in and receive relevant training courses provided by the contractor company in relation to the environmental and social aspects of the Contract, including health, safety, sexual exploitation and abuse (SEA) as well as sexual harassment (SH).
- 18. Take special care in communicating with indigenous and Afro-descenda communities, respecting local authorities or community leaders, culture, language and ways of life. Special care should be taken to respect sacred objects and temples or other religious objects, to avoid taking photographs without permissions avoid damaging forests, rivers or sites protected by communities.
- 19. Be aware that violent attitudes in the construction site or staff accommodation sites will be sanctioned. To report that workers may be removed from their positions in case of bad behavior such as: spreading contagious diseases, sexual harassment, gender-based violence, illegal or criminal activities.

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- 20. Not to allow minors access to the works. If schoolchildren are relocated near school on site, security measures must be taken to avoid any damage. Likewise, do not allow access of unauthorized personnel in the work. The visits must be approved by the construction supervisors, visitors must carry personal protective equipment (PPE, such as helmets, vests and closed shoes) to be able to access the work.
- 21. Maintain cleanliness in the sanitary facilities. Physiological evacuations outside the sanitary facilities provided by the company shall not be permitted.
- 22. Protection and proper use of the property must be ensured, no burning of garbage or hunting of wild animals, no spilling of polluting substances, no cutting of trees that are outside the forest permit, no damage to areas that will not be intervened by the project.
- 23. Report non-compliance with the Standards of Conduct. No reprisals will be taken in this regard. The failure must be reported to the Resident Engineer of the contractor company, which will proceed to verify the complaint to apply the necessary corrective actions.

The Standards must be monitored and their compliance must be reported by the Resident Engineer of the Contractor Company, the Project Management of the contractor company, the Resident Works Supervisor-MINED and the Project Management by the MINED.

The contractor shall ensure:

- Let each worker know and manage the Standards of Conduct.
- That the worker be trained in the application of the Standards of Conduct.
- The worker should recognize that compliance with the Standards is mandatory is a requirement for obtaining work.

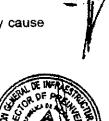
That the worker recognizes that non-compliance with the Rules of Conduct may cause dismissal or even (accusation) report to the appropriate authorities.





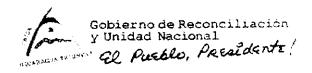
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o. Actions and Measures in the event of Emergencies

The following is a series of environmental, health and occupational safety measures, which aim to guide the way in which those involved in the project proceed in the face of possible emergencies, eventualities or natural phenomena affecting the sub-project area. Such measures should be established in order to prevent, control events and protect the health of workers, the environment, project assets, as well as to avoid additional costs.

The measures must be taken into account to develop a Prevention Plan for possible emergencies for each work. The measures must be based on a risk analysis of the project site, which means that the characteristics of the locality where the school is located must be taken into account. It will be necessary to identify those responsible and their functions, which will ensure the implementation and monitoring of the contingency plan.

Through this plan the contractor must enforce the General Law on Health and Safety at Work (Law 618), which establishes responsibilities on the part of the company and responsibilities on the part of workers, such provisions are mandatory.

The following table contains the prevention measures described for each variable or type of hazard found in the areas where the Project is involved. The main risks identified by MINED were taken into account in determining these variables.

Foreseeable Anthropic Risks in the Areas of Influence of the Project: Anthrisks are those that arise from the activity of people.

Table No. 2: Risks and Measures for Man-made Eventualities

Risks Location	Preventive Measure
Fire Storage and fuel handling sites	 Careful compliance with industrial safety regulations in relation to fuel storage. Maintaining a fire extinguisher Check the fire extinguishers monthly, moving them so the their contents do not harden. Keep the fire department numbers at hand. Labelling of flammable materials Power and gas cut. Evacuate to the safest meeting point. By suspending work disconnect electrical equipment, mainly on weekends and holidays. If the clothes catch fire, don't run. Throw yourself on the ground, roll over yourself and protect your face with your hands. Do not throw seemingly off matches into the bin; This can

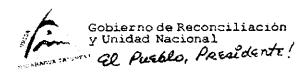


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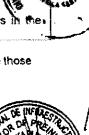


Risks	Location	Preventive Measure
- Anna Carlotte Control of		 Try to protect your face and airways with pieces of wet cloth and wet your clothes.
Chemical poisoning (Paint, diluent)	Warehouse of chemical materials	 Train personnel in the handling of hazardous substances. Read and follow the indications that are reflected on the labels of chemicals in the hold. Properly carry personal protective equipment (PPE) in activities involving hazardous substances. Immediately transfer the affected persons to the nearest health center or medical station for treatment. Labelling of hazardous materials.
Fuel or another chemical or toxic substance spills.	Storage and handling sites for fuel, other chemical or toxic substances	 The first person to observe the spill should sound the alarm, the product flow should be stopped immediately, as long as the spill persists. All ignition sources must be removed (no smoking, prevent breakers from acting, cut off the area's electricity, do not turn on vehicles near the spill) Evacuate the area, place dry chemical powder extinguishers around the spill area. Water should not be applied to the spilled product, if the spilled volume is small dry the remaining fuel with sand, rags, sawdust, sponges or synthetic absorbents; warn the neighbors about the danger.
Danger of electrocution	Can be presented on all fronts of the work	- De-energize the circuit or conductive line in the area Immediately transfer the affected persons to the nearest health center or medical station for treatment Point, delimit the affected area Make repairs and make accident assessment Keep marked and labeled areas.
Accidents at work	Can be presented on all fronts of the work	- Compliance with personal security regulations Maintain a first aid kit Clear signs to warn workers and visitors about the type in the area Enclosures with reflective tapes, meshes and barriers in the most likely accident sites.

Foreseeable Natural Disaster Risks in The Project Catchment Areas: Natural disaster risks are those that originate in nature.

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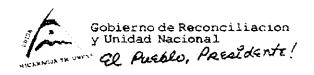




Table no. 3: Natural hazards and contingency measures

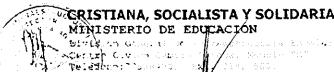
Risks	Location	Preventive Measure.
Flood	Areas near to rivers, lakes or lagoons	 Monitor water source floods that pose risks. To raise awareness among workers of the hydrological risks due to the proximity of surface water sources. Publicize at-risk sites, safe sites, and ways to evacuate. If possible, turn off and disconnect electrical equipment. keep emergency phone numbers at hand.
Earthquakes	Everywhere in the work.	 Conduct simulation campaigns Maintain an evacuation plan, with duly marked routes. Identify risk-free areas. Maintain first aid kit and emergency equipment. The most important thing is to stay calm; you must avoid shouting; Decide to return to normal (at least one hour later). If it is possible to turn off and disconnect electrical equipment. Stay in the evacuation zone and do not return to the work area until further notice. Check electrical connections, fuel storage, or if there are gas leaks in the affected area.
Hurricanes	Everywhere in the work.	 Pruning trees that can detach and cause damage. Carefully select the most secure ereas. Comply with COMUPRED guidelines* Have a first aid kit on hand. Count on food and water. Identify the shelters assigned by the COMUPRED. Take the necessary measures to protect materials and equipment exposed to inclement weather. Establish communication channels with the community.

*Municipal committee for Prevention, Mitigation and Response to Disasters.

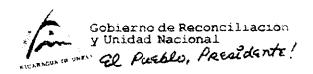
General actions to be included in the Contingency Plan:

- Train workers on safety behavior on the site, before starting work.
- Conform a brigade with the workers for attention and early warning in an emergency.
- Coordinate the brigades with the community and state institutions such as: mayor's office, firefighters, Red Cross and others (MINSA, SERENA, MARENA, INAFOR etc.) (if any)
- The monitoring team must have at its disposal the directory of relief units.
- Identify risk areas, evacuation routes, safety zones at the project level. The evacuation plan shall be presented in at least A3 format.
- Have a first aid kit and emergency equipment at hand.
- Give the alarm in case of high risk, emergency, accident.
- Assist people and urge them to remain calm in an emergency.
- Use security equipment and media to alert staff in case of emergency.
- Stay in the security area for a reasonable amount of time.
- Have a list of staff working and perform the physical count and control of personnel.











- Ensure that workers who were affected are treated and transferred to health care facilities according to the degree of urgency.
- Monitor and report incidents on the site, affects and solutions applied, by telephone and in writing.

Coordinate the actions necessary for the settlement of the consequences and the restoration of working conditions.

Annex No. 2. Content of the Social Management Plan

- p. Required studies in the Social Aspect
- Social Assessment to determine the social requirements in the Teacher Training Centers at the national level selected as potential beneficiaries through the financing of the State of Kuwait. In the diagnosis it is important to identify and record possible affectations.

This activity will be carried out through a consultation process, starting with the call for representatives of the educational community, representatives of the Municipal Delegation, in order to evaluate the possible effects, and reach agreements for the resolution of situations in territory, in case proposals or requests arise from the population, should be included in the tender for Contractors. Field card must be attached to evaluate affectations.

- Minutes of community agreements and commitments with representatives of the educational community, local authorities, Municipal Mayors, MINED Departmental, Municipal and MINED Central.
- 3. Act of Temporary Nonrelocation (for the cases that apply).
- · Procedures of Social Management

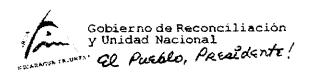
The procedures of social management are summarized and described in the Coordination of field visits.





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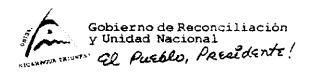
Step	Responsible	Descripción of the activity
	Social Team	Social Team initiates the management process and organizes the Assembly of Information and Consultation with the Educational Community and in case of Afro-descendant Peoples and Communities: Authorities and Leaders. In this first step, communications are made with the Director of the School, who in turn summons the educational community and the corresponding or competent authorities.
2	Liaison with the Territories- DGIE	Responsible for Liaison from the offices of the MINED Headquarters to the Territories, reports and convenes for the Information and Consultation Assembly with the communities preselected to be benefited by the Project: Educational Communities. In the case of Indigenous Peoples: Territorial Government, judge, trustee, pastors and political authorities. Council of Elders and Priests or Church delegates.
3	Central School Infrastructure Directorate, responsible for the unit of Autonomous Education Subsystem Regional (SEAR)	Publication and call for proposals through intra-institutional communication. Taking into account the geographical dispersion, the consultations should be carried out in each of the communities, locating the most convenient place and time for the population (men and women) to attend. The role of SEAR is to design and coordinate activities and actions related to school infrastructure works with autonomous regional governments and indigenous and Afro-descendant territorial governments.
4	Social Team Municipal Government	Social Team establishes contact with director of the Special School to confirm the participation of the summoned.
5	Participants Summoned	Director of the Normal Schools, educational community and teaching staff, local, municipal authorities, national police. For consultations with indigenous and Afro-descendant peoples, the social team will rely on local translators as a culturally appropriate communication process. The consultations will be carried out with the educational community and with the participation of leaders: territorial government, judge, trustee, pastors and political authorities Council of Elders and Priests or Church delegates.

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Step	Responsible	Descripción of the activity
6	Team Specialists- DGIE	Participants and Consulting Staff who facilitate Information and Consultation Assembly. Elaboration of the Social Diagnosis for the Study of Pre-Investment. In case of application of Temporary Relocation Plan: In case of possible effects: make specific report of them. Carry out the diagnostic survey and social minutes, results of the information and consultation report. Drawing up minutes of Community agreements and commitments In case of failure to carry out the Temporary Relocation Plan: it must be done by filling in the minutes of No Temporary Relocation. (Mention the reason for not relocating)

A.

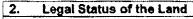
Social Diagnosis Format

MINISTRY OF EDUCATION MINED - DGIE SOCIAL DIAGNOSIS FOR SCHOOL INFRASTRUCTURE WORKS

SOCIAL DIAGNOSIS

1. GENERAL INFORMATION OF THE PROJECT

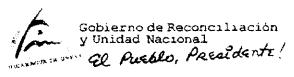
a. Name of educational establishment:	
b. Department or Region:	
c. Municipality:	
d. Indigenous Community/Region and/or Territory:	
e. exact Address of the school:	
f. Single school establishment code	1111
g. Code of the educational establishment:	1111
h. Date of preparation:	
i. Processor by:	





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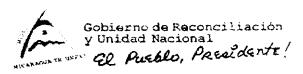




2.1	Social diagnosi		 -
a.	000-00-00-00-00-00-00-00-00-00-00-00-00	Normal School (Describe historical overview of the school, year of foundation, times of intervention works)	
b.	Diagnosis of the Educational Service	(Description of school arrangements and schedules) Year Modality Male Female Total Total	
		Source: (Description of administrative and teaching staff by sex and modality)	
		(Description of type of organizations existing within the school, such as the	The second secon
		Description Quantity Good Fair Poor condition condition	
		School Feeding Committee SFC) Source:	TE INFRUESTATION COLOR
C.	Indigenous and Afro- descendant diagnosis (if applicable)	(If applicable)	MINS
3.	SOCIAL ANAI	LYSIS	PREMICE
8	Characteristics of the information and consultation meeting	Community Governance	
	, <u>-</u>	The Consultation of the School (Description of the consultation process, number of participants by gender)	

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b.	Potential for socio-cultural effects, land use, tangible and intangible heritage	(If applicable)	
C.	Temporary Relocation	(if applicable)	
d.	Commitments for school maintenance	a. Land cleaning and garbage recollection b. Maintenance of	The second secon
		green areas c. Cleaning of classrooms, workshops, toilets, others.	MINES
		d. Verification of operation and care of water tanks, pumps, drains, others.	
		e. Inspection of gutters, roofs, winter watercourses, slopes, others.	
		f. Report of malfunction, ruptures, premature deterioration, others.	BUT OR COLUMN
е.	Summary of the agreements	(Description of the agreement)	

7,2. Social Viability

[Brief description of the factors justifying the social viability of the project]

PHOTOGRAPHIC RECORD:

(Photograph gallery of the consultation process, of the School Infrastructure)



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MINISTERIO DE EDUCACION
Dinistro General de primestratura Caral
Contro Curado Caralo (Caral Monto Monto Monto Caral
Telefono (1559/183), pr. 184, 588.



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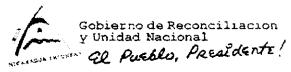






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Annex No. 3. Information Required by MINED

The TOR and the Base Specifications and Conditions (BSC) indicate information required by MINED and that the consulting firm must respond in this Plan. This includes information on: (1) Work planning, (2) Coordination, (3) Collision detection, (4) Safety and health management, (5) Collaboration procedures such as meeting details, schedules and agendas, and (6) Model management, including file storage, structure and modeling. The digital model of each Normal School will be used for budget, construction details, coordination of specialties, estimation of quantities, simulation of the construction process, operation and maintenance of the asset.

Part 1 - BIM Execution Plan (BEP) pre-contract

General Description: Describe an executive summary of the Plan, including the Purpose of the BEP.

Project Information: This section is usually an introduction to other team members and helps them understand what the project is all about. Include information such as project name, description, location, critical dates, key project members, project roles. The project team uses critical timeline information for future reference as the project develops.

Project Goals and Objectives: The consulting firm indicates the strategic value and specific use of BIM in the project, as well as includes important milestones in line with the project programme.

Project Implementation Plan (PIP): This section is presented as part of the initial BEP for each specialty (architecture, engineering, etc.) and will participate in the project design phase. Include company organization charts and details of project roles.

Project Information Model Delivery Strategy (PIM): The main goals and objectives for the implementation of BIM should be considered and established as a project strategy document. This section should set out which tasks will be carried out and who will can then all the project strategy documents.

Part 2 - BiM Execution Plan (BEP) Post-signature of the Contra

The BEP is a living document that you will constantly update and review. The constant firm that wins the tender (congratulations) must further develop the BEP prior to the contract in the form of a post-contract BEP. The post-contract BEP should contain everything in the pre-contract document plus the following information:

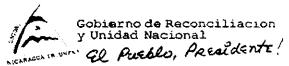
Management: The firm must include details of roles and personnel, responsibilities and authorities. In case the firm cannot complete this from the start, you should update it as the



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project progresses and when the information is available. It should also be included with the way it proposes that the information should be approved.

Exchange of Information: The consulting firm shall indicate which elements of the model are exchanged for discipline, when they will be exchanged and who will do so. The matrix of responsibilities describes agreed responsibilities, task information delivery plans and master plans for information delivery.

Quality Assurance Procedures of the Model: The consulting firm must define and indicate the general strategy to ensure quality. Details of modeling standards, naming conventions, model origin points, agreed tolerances for all disciplines, and change control procedures should also be included.

Communication Strategy: The consulting firm gives details of how it intends to communicate with the project team, what media it will use, and what types of meetings it will have and when. Also set up protocols on how the project team will create, upload, circulate, and subsequently archive the information.

Model Structure: The consulting firm will detail how the project team will structure the model; for example, how various disciplines divide the model into an appropriate scheme, such as floor by floor. Also included are the file nomenclature structure and naming conventions, coordinate systems, classification structure and modeling standards in harmony with the quality assurance procedures of the model.

Building and Facility Management Requirements: The consulting firm should indicate here how and when it will collect any specific requirements on delivery and the type of data that is useful and meaningful in the post-design phase for construction, operation and maintenance of the facilities.

ICT, Solutions and Technology: The consulting firm will indicate the software versions agreed by the design team, exchange formats and details of processes and data management systems.







