



Request for Proposal (RFP)

Dear Suppliers,

The Japan International Cooperation Agency (JICA) in Nicaragua invites you to submit your Proposal for the following consulting service: "Advisor for the Establishment of the KAIZEN Service Dissemination and Promotion System - ProKaizen II". Further details of the service are provided in the attached Terms of Reference.

When submitting your proposal, please use the following information:

- **Product Ref:** JICA (QCBS-TC) 8-2026
- **Reference Title:** Contracting of services from an Expert Third Country entity, to provide specialized technical support to the Project "Advisor for the Establishment of the KAIZEN Service Dissemination and Promotion System - ProKaizen II"

The Request for Proposals (RFP) includes the following documents:

Section 1 – Summary Sheet of Instructions for Consultants

Section 2 – Instructions for Consultants

Section 3 – Technical Proposal Forms

Section 4 – Financial Proposal Forms

Section 5 - Term of Reference (TOR)

Sincerely,

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Tomoyuki Odani
Representative
JICA Nicaragua



SECTION 1 - SUMMARY SHEET OF INSTRUCTIONS FOR CONSULTANTS

1. Service Title	Contracting of services from an Expert Third Country entity, to provide specialized technical support to the Project "Advisor for the Establishment of the KAIZEN Service Dissemination and Promotion System - ProKaizen II".
2. Selection Method	Quality and Cost Based Selection (QCBS)
3. Officer-in-Charge at JICA	Ms. Marcia Miranda, JICA Nicaragua Program Officer. Ms. Claudia Brockmann, Administration Officer JICA Nicaragua. Address: INVERCASA Financial Center, Tower III, 5th floor, module 5E-2 Managua, Nicaragua Phone: (505) 7517-6000 E-mail: MarciaMiranda-NC@jica.go.jp / jicanc-confi@jica.go.jp
4. Type of Contract	Professional Services (Lump-Sum)
5. Deadline for enquiries	Date: September 21, 2026 Time: 14:00 hrs (Nicaragua time).
6. Proposal Submission Deadline	Date: October 13, 2026 Time: 15:00 hrs (Nicaragua time).
7. Proposal Delivery Address	The one indicated in point 3 " Officer in charge at JICA ".
8. Estimated date for negotiations	October 19, 2026
9. Estimated date of start of services	October 30, 2026
10. Taxes	The presentation of the Consultant's Financial Proposal shall include all taxes arising from the contract except for Value Added Tax (VAT), from which JICA is exempt. (A copy of JICA's RUC certificate will be provided as supporting documentation).

SECTION 2 – INSTRUCTIONS FOR CONSULTANTS

A. General Conditions

1. **Introduction** The Consultant is invited to submit a Technical Proposal together with a Financial Proposal for the required consulting services (hereinafter referred to as the "Proposal"). The Proposal will be the basis for negotiations and ultimately the basis of the Contract to be signed.
2. **Contract Duration** It's a divided Contract. The consultancy will cover JFY2026 and JFY2027 (17 months), covering the period from October 2026 through April 2028, and will be renewed for a second year (phase 2) under substantially the same term subject to a satisfactory performance evaluation by JICA.

1st year – phase 1: From October 30, 2026 to March 31, 2027
2nd year – phase 2: From April 1, 2027 to March 31, 2028

A month before the expiration date of the Contract, both parties will have a discussion and conclude a contract for the 2nd year, subject to satisfactory performance (based on a performance evaluation to be conducted at the end of the contractual period), availability of budget and JICA's approval.

B. Proposal Preparation

3. **General Considerations** In preparing the Proposal, the Consultant is expected to examine in detail the "Request for Proposals" (hereinafter referred to as "RFP"). The lack of documentation requested in the RFP could result in the rejection of the Proposal.
4. **Proposal Preparation Cost** The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and JICA shall not bear or be liable for such costs, regardless of the development or outcome of the selection process. JICA is not obliged to accept any proposal and reserves the right to cancel the selection process at any time prior to the award of the Contract, without incurring any legal liability to the Consultant.
5. **Language** The Proposal, as well as other documents related to it that are exchanged between the Consultant and JICA, must be written in *Spanish*.
6. **Documents that make up the Proposal** The proposal must consist of the following documents and forms:
1st Sealed Envelope containing the Technical Proposal:
 - (1) TEC-1
 - (2) TEC-2
 - (3) TEC-3
 - (4) TEC-4
 - (5) TEC-5**2nd Sealed Envelope containing the Financial Proposal:**
 - (1) FIN-1
 - (2) FIN-2

- | | |
|--|---|
| <p>7. Unique Proposal</p> | <p>The Consultant (including individual members of any joint venture) shall submit only one Proposal, in its own name or as part of a joint venture.</p> |
| <p>8. Validity of the Proposal</p> | <p>The Proposal will be valid for up to 45 calendar days after the Proposal submission deadline.</p> |
| <p>9. Clarifications and Corrections to the SDP</p> | <p>The Consultant may request clarifications from any part of the RFP until Date: September 21, 2026 Time: 14:00 hrs (Nicaragua Time). Any request for clarification shall be sent by letter or e-mail to the address indicated in Section 1 – Summary Sheet of Instructions for Consultants. JICA will respond by letter or email to all consultants on September 23, 2026. If JICA deems it necessary to correct the RFP as a result of the clarifications, it will do so by following the procedure described below;</p> <ul style="list-style-type: none"> (1) At any time prior to the Proposal submission deadline, JICA may make corrections to the RFP by issuing an amendment by letter or email to all participating Consultants and will be binding on the RFP. Participating Consultants must confirm receipt of the amendment in writing. (2) If the amendment is substantial, JICA may extend the Proposal submission deadline to give Consultants a reasonable amount of time to incorporate the corrections into their Proposal. |
| <p>10. Content Format of the Technical Proposal</p> | <p>10.1 The Technical Proposal should not include any financial information. A Technical Proposal containing financial details will be disqualified.</p> <p>10.2 The Consultant is required to submit a Technical Proposal, using the standard forms provided in the Section 3 – Technical Proposal Forms.</p> |
| <p>11. Financial Proposal</p> | <p>11.1 The Financial Proposal must be prepared using the forms provided in the Section 4 – Financial Proposal Forms. It shall list all costs associated with the service, including: (a) fees and (b) operating expenses indicated on the Financial Proposal form.</p> <p>11.2 The Consultant shall be responsible for complying with all tax-related obligations arising from the Contract.</p> <p>11.3 The Consultant must present the amount for the services in US dollars (USD).</p> |

C. Presentation, Opening and Evaluation

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|---|---|
| <p>12. Submission of Proposals</p> | <p>12.1 The Consultant shall submit a completed and signed Proposal including all documents and forms in accordance with Clause 6 (Documents that make up the Proposal). The presentation can be made by mail or in person.</p> <p>12.2 Any modifications, corrections, line spacing, deletions or overwriting will be valid only if they are acknowledged with the signature or initial of the person signing the Proposal.</p> |
|---|---|

- 12.3 The signed Proposal shall be appropriately marked as "ORIGINAL", and their copies marked as "COPY" respectively. Next, the number of copies is established;
(1) **Technical Proposal:** one (1) original and 1 copy;
(2) **Financial Proposal:** one (1) original.
All copies must come from the original signed document. If there is a discrepancy between the original document and the copies, the original document shall prevail.
- 12.4 The original and all copies of the Technical Proposal must be placed inside a sealed envelope, clearly marked as "**TECHNICAL PROPOSAL**", "Service Name", name and address of the Consultant, with the following warning "**DO NOT OPEN UNTIL October 13, 2026.**"
- 12.5 In the same way, the Financial Proposal must be placed in another sealed envelope clearly marked as "**FINANCIAL PROPOSAL**" followed by the name of the service, the name and address of the Consultant, and with the warning "**NOT TO OPEN WITH THE TECHNICAL PROPOSAL.**"
- 12.6 The sealed envelopes that include the Technical and Financial Proposals must be placed inside another sealed envelope. In this last envelope, the address of submission of the Proposals, the name of the service, the name of the Consultant and his address and with the warning "**Do not open before Date: October 13, 2026 Time: 15:00 hrs (Nicaragua time).**".
- 12.7 If the envelopes and packages with the Proposals are not sealed and marked as indicated in the preceding paragraphs, JICA is not responsible for the misplacement, loss or premature opening of the Proposal.
- 12.8 The Proposal can be received as follows:
- 1) *Sent in physical form* to the JICA address indicated in item 3 "JICA Officer-in-Charge" of **Section 1 – Summary Sheet of Instructions for Consultants or within the extended period if any.**
Note: in case of sending in physical form, you must send the courier service guide by email***
 - 2) *By email with password* to the e-mail addresses indicated in point 3 "Officer-in-Charge at JICA" of **Section 1 – Summary Sheet of Instructions for Consultants or within the extended period if any.**
The Proposal must not be larger than 5MB or submitted as an executable file. If the file size exceeds the indicated limit, notify the contact persons at "JICA Officer-in-Charge" in advance, who will provide a link for file storage.

13. Confidentiality

12.9 Any Proposal received by JICA after the expiration of the deadline will be declared out of time and rejected and will immediately be returned unopened.

From the time of the opening of the Proposal until the moment the Contract is awarded, the Consultant shall not contact JICA regarding any matter related to its Technical and/or Financial Proposal. Information about the evaluation of the Proposal will not be shared with the participating Consultants or any other party that has not been officially involved in the process, until notification of the award of the Contract.

14. Evaluation of Proposals

14.1 The evaluators of the Technical Proposals will not have access to the Economic Proposal until the technical evaluation has been concluded.

14.2 After the deadline for submission of the Proposal, the Consultant may not alter or modify its Proposal under any circumstances. When evaluating the Proposal, JICA will conduct its evaluation solely on the basis of the Technical and Financial Proposal submitted.

15. Technical Proposal Evaluation

15.1 JICA will evaluate the Technical Proposal on the basis of its responsiveness with the TORs and with the RFP, applying the evaluation criteria, sub-criteria and scoring system described below:

I Quality of the Technical and Methodological Approach: *[30 points]*

- 1.1 Understanding the project and context
- 1.2 Methodological coherence with a KAIZEN approach
- 1.3 Quality assurance approach
- 1.4 Sustainability and institutionalization approach

II Institutional Experience: *[33 points]*

- 2.1 Productivity Improvement Expertise / KAIZEN / Lean
- 2.2 Experience in institutional strengthening
- 2.3 Experience in training of trainers (ToT)
- 2.4 Experience in international or regional cooperation
- 2.5 Experience in JICA Cooperation

III Quality of the Technical Team: *[20 points]*

- a) Position 1: Expert - *Team Leader*
- b) Position 2: *Expert*

- 3.1 Experience of the Team Leader
- 3.2 Experience of Productivity/KAIZEN Experts
- 3.3 Experience in training and mentoring
- 3.4 Team complementarity

IV Work Plan and Implementation Strategy: *[17 points]*

- 4.1 Alignment with PDM, OP and Project Scope
- 4.2 Clarity of Timeline and Deliverables
- 4.3 Institutional coordination
- 4.4 Risk management

Total score of criteria: 100 points

- 15.2 The evaluated Proposal will receive a technical score. A Proposal will be rejected at this stage if it does not respond to the important aspects of the RFP or if it does not meet the minimum required technical score of 70 points.
- 16. Bug Fixes**
- 16.1 It will be assumed that the activities and items described in the Technical Proposal but whose amount does not appear in the Financial Proposal, are included in the prices of the other activities or items, so no correction to the Financial Proposal will be accepted.
- a. Time-Based Contracts**
- 16.1 If a "Time-based" Contract format is included in the RFP, JICA may (a) correct any computational or arithmetic errors, and (b) adjust prices if they do not reflect all the resources included in the respective activities and/or items of the Technical Proposal.
- In the event of a discrepancy between:
- (i) a partial (sub-total) amount and the total amount, or
 - (ii) between the amount derived from multiplying the unit price by the quantity and the total price, or
 - (iii) between value in letters and value in numerical figures,
- The first value will prevail.
- In the event of a discrepancy regarding the amount indicated in the Technical and Financial Proposal, the Technical Proposal shall prevail and JICA shall correct the amount indicated in the Financial Proposal to make it consistent with that indicated in the Technical Proposal, applying the unit price and correcting the total cost.
- b. Lump-Sum Contracts**
- 16.2 If a Lump-sum Contract format is included in the RFP, the Consultant is obliged to include all the costs of the activities in the Financial Proposal, so no corrections or adjustments can be made.
- 17. Taxes**
- JICA's evaluation of the Consultant's Financial Proposal shall include the taxes and duties established in Nicaragua and its country of origin.
- 18. Combined Quality and Cost Assessment**
- 18.1 The total score is calculated by taking into account the scores of both the Technical Proposal and the Financial Proposal, and combining them in accordance with the formula and instructions indicated below:
- (In case of Quality and Cost Based Selection (QCBS))
- [Financial Score]**
The Financial Proposal with the **lowest evaluated price (Fm)** shall receive the **maximum Financial Score (Sf)** of 100 points.

The formula for determining the financial score (Sf) of the other Proposals is as follows:

$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest Financial Proposal, and "F" is the price of the Proposal under consideration.

[Combined Score]

The weighting assigned to the Technical Proposal (T) and Financial Proposal (F) is as follows:

T = 70% and

F = 30%

Where "T" is the weighting assigned to the Technical Proposal and "F" is the weighting assigned to the Financial Proposal

The Proposal is scored based on its Technical (St) and Financial (Sf) score using the weightings described above.

To find the final score, the following calculation is made:
 $S = St \times T\% + Sf \times F\%$, where "S" is the combined score

18.2 The Consultant who obtains the highest combined score will be invited to negotiate.

D. Negotiations and Adjudication

19. Negotiations

Negotiations will take place shortly after notification of the outcome, with the Consultant's representative with the highest combined score.

[Technical Negotiations]

19.1 The negotiations include considerations on the Terms of Reference (TOR), the proposed methodology, JICA's inputs, the conditions and the "Description of the Services" that are part of the Contract. These negotiations shall not substantially alter the scope of the Services requested in the TORs or the terms of the Contract, nor shall they affect the quality of the final product, its price or the relevance of the final evaluation.

[Financial Negotiations]

19.2 The financial negotiations will reflect the agreed technical changes in the cost of services.

19.3 Financial negotiations shall include, as necessary, remuneration and amounts of reimbursable expense items which may be increased or decreased from the amounts contained in the Financial Proposal, but without significant alterations.

**20. Negotiation
Completed**

- 20.1 The negotiations are concluded with the final review of the draft Contract, which must be signed by JICA and the Legal Representative of the group of Consultants or the Consultant.
- 20.2 If the negotiations fail, JICA will end the negotiation by informing the Consultant of the reasons and invite the next Consultant with the best combined score to negotiate.

21. Contract Award

- 21.1 After the completion of the negotiations, JICA will award the Contract to the selected Consultant and immediately notify the remaining participating Consultants. The Technical Proposals of those consultants who were not selected will be rejected or returned.
- 21.2 The Consultant is expected to commence work on the date stipulated in the **Section 1 – Summary Sheet of Instructions to Consultants**.

SECTION 3. TECHNICAL PROPOSAL FORMS

{The notes to the Consultant shown in the square brackets { } throughout the Sections are to guide the Consultant in the preparation of his or her Technical Proposal. This information shall not appear in the Final Proposal to be submitted.}

List of Required Forms

Form	Description
TEC-1	Technical Proposal Submission Form
TEC-2	Organization and Experience of the Consultant A. Organization of the Consultant B. Experience of the Consultant
TEC-3	Description of the Scope, Methodology and Work Plan of the Consultancy
TEC-4	Work Schedule and Delivery Plan of the Products/Deliverables
TEC-5	Key Expert Curriculum Vitae (CV)

TEC-1 format
TECHNICAL PROPOSAL SUBMISSION FORM

{Place, Date}

To: **Resident Representative**

Japan International Cooperation Agency (JICA) in Nicaragua

Dear Sir/Madam,

We, the undersigned, offer to provide the Consulting services for *[name of service]* in accordance with your *[date]* Request for Proposal. We presented our Proposal which includes a Technical Proposal and a Financial Proposal in sealed and separate envelopes.

We hereby declare the following:

- (a) All information and statements made in this Proposal are true and we agree that any misinterpretation or misrepresentation in the contents of this Proposal could lead to a disqualification of this Proposal by JICA.
- (b) Our Proposal will remain valid for the period of time specified in the Instructions to Consultants.
- (c) Our Proposal is in effect and subject to any modifications resulting from the contract negotiation process.

If our Proposal is accepted and the Contract is signed, we undertake to commence services no later than the scheduled date for commencement of services as indicated in the Summary Sheet of Instructions to Consultants.

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

Sincerely,

Authorized Signature **{in full and initials}**:

Name and Title of the person signing: _____

Name of the Consulting Firm: _____

Address: _____

Contact Information (phone/e-mail):

TEC-2 format

CONSULTANT ORGANIZATION AND EXPERIENCE

{TECH-2 Format: A brief description of the Consultant's company or firm and an outline of the Consultant's recent experience that is most relevant to the service. In the case of a joint venture (JV), information on similar allocations shall be provided for each partner}

Project: Strengthening Capacities for Quality and Productivity Management in Micro, Small and Medium-sized Enterprises in Nicaragua.

1 Organization Profile

1.1 Organization Name:

1.2 Brief description of the Organization:

{Provide here a brief description of the background and organization of your company, and - in the case of a joint venture - of each member of this assignment, including organizational chart, a list of the Board of Directors, and/or owner.}

1.3 Experience with JICA, other donors, international organizations, and government agencies.

{Provide here a brief description of the background and organization of your company, and - in the case of a joint venture - of each member of this assignment, including organizational chart, a list of the Board of Directors, and/or owner.}

Describe experiences of working with JICA, other donors, international organizations, and government agencies over the past five years.

No.	Client Name and Country of Assignment	Project Name	Brief description of the Project and main products delivered	Duration	Approx. From the contract (equivalent in US\$) / Amount paid to the consulting firm	Role in Assignment
1	{e.g., Ministry of, country}	{e.g., "Improving the quality of.....":	Master plan designed for the.....; Draft Secondary Legislation.....}	{e.g., January 2009 – April 2010}	{e.g., US\$1 million/ US\$0.5 million}	{e.g., Lead Partner in an A&B&C JV}
2						{e.g., Individual Consultant}
3						

TEC-3 format

DESCRIPTION OF THE SCOPE, METHODOLOGY AND WORK PLAN OF THE CONSULTANCY

{TECH-3 Form: Description of the Scope, Methodology and Work Plan to carry out the Consultancy}

1.4 Description of the methodology

Please indicate what your understanding of the objectives of the work is as outlined in the Terms of Reference (TOR), the technical approach and methodology you would adopt for the implementation of the tasks to deliver the expected outputs; the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat the information provided to you in the TOR.

1.5 Consultancy Work Plan

{Please design the plan for the execution of the main activities/tasks of the assignment, their content and duration, phases and interrelationships, milestones (including interim approvals by JICA) and the deadlines for submission of interim reports. The proposed work plan should be consistent with the approach and technical methodology, showing understanding of the TOR and ability to translate them into a reasonable period, the work plan, the tasks assigned to each expert. The work plan must be consistent with the Tech-4 FORMAT (Work Schedule)}

1.6 Comments (on the TDR, counterpart personnel and facilities)

Your suggestions should be concise and concrete. Please include comments, if any. For example, administrative support, office space, local transportation, equipment, data, background, etc.

TEC-4 format

WORK SCHEDULE

1.7 Preliminary schedule of activities

Nº	Activity	Months										
		1	2	3	4	5	6	7	8	9		n

1. List the deliverables with the breakdown of the activities required for their production and other benchmarks, such as the necessary JICA approvals. For phase assignments, indicate activities, report submission, and benchmarks separately for each phase.
2. Duration of the activities will be indicated in the form of a bar graph.
3. Include a legend, if necessary, to aid understanding of the graph. }

1.8 Consulting Workflow

TEC-5 format

KEY EXPERT CURRICULUM VITAE (CV)

2. About the Lead Consultant

2.1. Names and Surnames:

2.2. Academic Background

Academic Degree	Major Course of Study	Year of completion	Institution	Special recognitions
Baccalaureate				
Bachelor's degree				
Master				
Doctorate				

2.3. Project-related licenses, permits, and certifications

Type of license, permit, or certification	Year of issue	Issuing institution

2.4. Work history

{Starting from the current position, list in reverse order providing dates, name of the employing organization, titles of positions held, types of activities performed or performed, and geographic location of employment. Also, add the information of previous customers and organization(s) where you were employed. Previous employment, which is not relevant to the service does not need to be included.}

Period	Employer and its position. Contact information for referrals	Country	Summary of the activities carried out that are relevant to this consultancy
{e.g., May 2005-present}	{e.g., advisor/consultant to the Ministry of For reference: Tele...../e-mail.....; Mr. Hbbbbb, Deputy Minister}		

(Highlight the following experiences):

- work in consultancies to strengthen organizations that provide support services to SMEs.

- work with the Ministry of Economy and Trade, the Ministry of Foreign Trade, business chambers, JICA, other donors, international and governmental organizations.

Consulting work to strengthen organizations that provide support services to SMEs.

Year	Training target group	Training Approach

Other relevant work with Government, business chambers, JICA, other donors, international and governmental organizations.

Year	Position/job	Brief description of tasks

2.5. List of publications associated with the Consultancy

Year	Title / Name of the journal	Short Description

2.6. Other Relevant Information

3. Information on country-assigned consultants and support staff (if required)

{Create a file for each consultant assigned to the country and each support staff (if necessary).}

3.1. Names, Surnames and position in this consultancy:

3.2. Academic Background

Academic Degree	Major Course of Study	Year of completion	Institution	Special recognitions
Baccalaureate				
Bachelor's degree				
Master's Degree				
Doctorate				

3.3. Project-related licenses, permits, and certifications

Type of license, permit, or certification	Year of issue	Issuing institution

3.4. Work history (highlight the following experiences):

{Starting from the current position, list in reverse order providing dates, name of the employing organization, titles of positions held, types of activities performed or performed, and geographic location of employment.}

(Highlight the following experiences):

- work to strengthen organizations that provide support services to SMEs.
- consulting work for SMEs and Local Economic Development.

Year	Position / Job	Brief description of tasks

3.5. Activities assigned to this consultancy

3.6. Other relevant information

SECTION 4. FINANCIAL PROPOSAL FORMS

{The notes to the Consultant shown in the bracket { } throughout Section 5 are to guide the Consultant in the preparation of his Financial Proposal. This information shall not appear in the Final Proposal to be submitted.}

The Financial Proposal formats will be used for the preparation of the Financial Proposal in accordance with the instructions provided in Section 2, 3, and 5.

FIN-1 Financial Proposal Submission Form

FIN-2 Breakdown of Fees, Operating Costs and Other Expenses.

FIN-1 FORMAT
FINANCIAL PROPOSAL SUBMISSION FORM

{Place, Date}

To: **Resident Representative**

Japan International Cooperation Agency (JICA) in *[Country]*

Dear Sir/Madam,

We, the undersigned, offer to provide the consulting services for *[title of service]* pursuant to your [date] Request for Proposals and our Technical Proposal.

Our attached Financial Proposal is for the amount of *[amount in words and numbers]*, including all local indirect taxes.

Our Financial Proposal will be subject to modifications resulting from the negotiation of the contract, until the expiration of the period of validity of the proposal.

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

Sincerely,

Signature of Authorized Person **{in full and initials}**: _____

Name and Position of the Signatory: _____

Company Name: _____

Address: _____

Contact Information (Phone/E-mail): _____

FIN-2 FORMAT

BREAKDOWN OF FEES, OPERATING COSTS, AND OTHER EXPENSES

{When it is a Lump-sum Contract, the information provided in this format will only be used, if necessary, to establish payments to the Consultant for possible additional services requested by the client. In principle, this format will not be used as the basis for payments under lump-sum contracts.

**All costs will be reflected in USD dollars*

Total cost of (1) and (2)

1. Consulting Fees:

Name	Position/Position	Total Cost
Consultant 1		
Consultant 2		

2. Operating costs

Calculate the total cost amount by multiplying by $A \times B \times C$

ITEM	A: Number of consultants	B: Unit Cost	C: Number of visits	Total Cost
Travel Expenses*				
Per diem (Travel expenses)*				
Travel Insurance*				
Costs of reproducing materials				
Miscellaneous Expenses				
{e.g., Other}				

** Six trips are proposed during the implementation of the consultancy, each with a six-day stay in Nicaragua.*

It is required to submit supporting documents for direct cost estimates, such as unit price information, quantity calculations and quotations, as part of the Financial Proposal.

Comments/Clarifications (if necessary):

Section 5. Terms of Reference (TOR)

Terms of Reference (TOR)

Position Title	Procurement of services of a Third-Country Expert Entity to provide specialized technical support to the ProKaizen II Project.
Contracting Agency	Japan International Cooperation Agency (JICA), Nicaragua Office.
Executing Institutions	- Ministry for the Promotion of Entrepreneurship (MIPROEMPRENDE) - National University of Engineering – Department of Innovation and Entrepreneurship (UNI-DIE) - National Technological Institute (INATEC)
Type of Contract	Professional Services (Lump-Sum)
Expected Period of Professional Services	Divided Contract: The consultancy will cover JFY2026 and JFY2027 (17 months), covering the period from October 2026 through April 2028, and will be renewed for second year (phase 2) basically on the same term if JICA satisfies the performance of the Contractor. 1st year – phase 1: From October 30, 2026 to March 31, 2027 2nd year – phase 2: From April 1, 2027 to March 31, 2028 A month before the expiration date of the Contract, both parties will have a discussion and conclude a contract for the 2nd year. The consultancy may be renewed beginning in April 2027, subject to satisfactory performance (based on a performance evaluation to be conducted at the end of the contractual period), availability of budget and JICA's approval.
	Project-based Experts in Nicaragua (hybrid): Two (2) experts

Consulting Team	• Expert 1 (Team Leader): Expert in KAIZEN and productivity improvement. • Expert 2: Expert in KAIZEN, Productivity Improvement and Lean expertise All experts assigned to the project are required to hold accreditation as Senior Business Management Consultants granted by the Japan Productivity Center (JPC) and JICA.
Area of Professional Services Provision	Consulting services in Japanese techniques for productivity and quality improvement, including the implementation of supervised practical training (On-the-Job Training – OJT) in pilot enterprises for trainees.
Special Conditions of the Consultancy	Activities may be carried out on an onsite and/or virtual basis, subject to coordination with the Executing Institutions and approval by the Contracting Agency. All activities shall be implemented in accordance with the highest quality standards, with particular emphasis on the KAIZEN methodology.

1. Background

1. KAIZEN, Productivity, and International Cooperation

The KAIZEN methodology, originating in Japan and promoted globally by the Japan International Cooperation Agency (JICA), has been consolidated as an effective approach for strengthening productivity, competitiveness, and the quality of business management, particularly in the context of developing countries. Its emphasis on continuous improvement, hands-on learning, active participation of human resources, and process standardization positions it as a strategic tool for addressing structural gaps that limit the performance of micro, small, and medium-sized enterprises (MSMEs).

The KAIZEN approach promotes value creation through incremental, sustained actions oriented toward tangible results, integrating process improvement, operational efficiency, and the strengthening of human capacities as key elements

of productive transformation. In this sense, its application goes beyond the adoption of technical tools and focuses on building institutional and organizational capacities that enable the consolidation of continuous improvement practices over time.

Over recent decades, JICA has promoted the adoption and adaptation of the KAIZEN approach through technical cooperation projects in various countries, prioritizing the development of local capacities, the institutionalization of specialized services, and long-term sustainability. In Latin America, these initiatives have contributed not only to improved business performance, but also to the strengthening of public policy frameworks, business support models, and service systems focused on productivity and inclusive productive development, facilitating the appropriation of the KAIZEN approach in diverse economic and cultural contexts.

2. Background of the ProKaizen Project in Nicaragua

In Nicaragua, ProKaizen Project I (2021–2024) represented a milestone in the systematic introduction of the KAIZEN methodology, with the support of JICA and the participation of the National University of Engineering (UNI) and the former Ministry of Family, Community, Cooperative and Associative Economy (MEFFCA), now the Ministry for the Promotion of Entrepreneurship (MIPROEMPRENDE).

During this first phase, significant achievements were attained, including:

1. The application of the KAIZEN approach in companies and entrepreneurial initiatives across various regions of the country.
2. The training and certification of national trainers and facilitators with the capacity to replicate the methodology.
3. The initial strengthening of institutional capacities for the provision of business technical assistance services.
4. The generation of key lessons learned regarding the adaptation of KAIZEN to the Nicaraguan productive context.

Evaluations and lessons learned from ProKaizen I highlighted the need to move toward a second phase focused on consolidating a national system of specialized KAIZEN services, with greater institutional articulation, quality assurance, and a sustainability-oriented approach. This process led to the creation of ProKaizen II.

The project “Advisor for the Establishment of the KAIZEN Services Dissemination and Promotion System (ProKaizen II)” is implemented within the framework of cooperation between the Japan International Cooperation Agency (JICA) and the Government of Nicaragua, through the following institutions: the Ministry for the Promotion of Entrepreneurship (MIPROEMPRENDE), the National Technological Institute (INATEC), and the National University of Engineering (UNI). These institutions play a key role in institutional coordination, technical capacity development, and linkage with the productive sector, contributing to the sustainability of the KAIZEN approach in the country.

The core purpose of the project is to consolidate a national KAIZEN specialized services model that contributes to a sustainable increase in productivity, competitiveness, and quality of management among micro, small, and medium-sized enterprises (MSMEs) and entrepreneurial ventures nationwide.

In this context, the KAIZEN methodology—widely recognized internationally as a continuous improvement approach oriented toward operational efficiency, quality, and human capacity development—is positioned as a strategic tool to address structural challenges that limit business performance, such as low adoption of modern management practices, limited process standardization, and insufficient capacity to adapt to dynamic environments.

ProKaizen II builds upon and deepens the progress achieved during the previous phase (ProKaizen I), advancing from initial capacity building toward the consolidation of a sustainable national system, based on articulation among public, academic, and technical institutions, as well as the provision of specialized services oriented toward concrete business results.

ProKaizen II promotes a methodology based on practical learning, workforce participation, and the application of continuous improvement tools such as 5S, PDCA, process analysis and improvement, visual management, and incremental improvement.

Project implementation includes training programs, technical assistance, workshops, technical missions, and field visits, with the participation of Japanese experts and Third-Country Experts, who contribute international experiences adapted to the national context, providing their regional expertise in continuous improvement, KAIZEN training, and MSME support through specialized advisory services of a consultative nature.

3. Contracting and Supervising Agency

Japan International Cooperation Agency (**JICA**), Nicaragua Office.

4. Executing Institutions (Counterparts)

Ministry for the Promotion of Entrepreneurship (MIPROEMPRENDE), the National Technological Institute (INATEC) and the National University of Engineering (UNI).

5. Project Content

Annex 1: Minute of Meeting (M/M) on the project “Advisor for the Establishment of the KAIZEN Services Dissemination and Promotion System (ProKaizen II)”.

6. Objective of the Consulting Services

1. General Objective

To contract the services of a Third-Country Expert Entity to provide high-level specialized technical assistance to the ProKaizen II Project, aimed at strengthening the quality, consistency, and sustainability of training processes, business technical assistance, and knowledge management through the implementation, validation, monitoring, and quality assurance of the KAIZEN approach, thereby contributing to

the consolidation and institutionalization of a national system of specialized productivity and quality services, in coordination with JICA and the executing institutions.

2. Expected Results

The expected results are defined based on the requirements identified by the executing institutions, in order to contribute to the sustainable increase in productivity, competitiveness, and quality of management among micro, small, and medium-sized enterprises (MSMEs) and entrepreneurial initiatives nationwide.

Ministry for the Promotion of Entrepreneurship (MIPROEMPRENDE)

1. A KAIZEN Toolbox implemented and validated, including key tools such as 5S, as well as diagnostic formats, improvement plans, and follow-up tools, for practical use in supporting entrepreneurs and MSMEs.
2. The MIPROEMPRENDE technical team strengthened through specialized technical support, developing practical capacities to apply the KAIZEN methodology and standardizing continuous improvement processes within institutional services.
3. The product transformation prototyping center and demonstration space put into operation, with reviewed and validated protocols, manuals, and technical data sheets, facilitating their use as demonstration and hands-on learning spaces.
4. The technical and methodological approach of an institutional interactive platform of MIPROEMPRENDE defined and strengthened, aimed at systematizing results and monitoring company progress, incorporating key indicators such as productivity, quality, and diversification.
5. Internal institutional capacities strengthened to ensure the sustainability and institutionalization of the KAIZEN model, enabling gradual replication without external assistance and continuity of the territorial scaling plan at the delegation level.

National University of Engineering (UNI)

1. An institutional model structured and articulated to standardize existing innovation pathways, integrating Technology Readiness Level (TRL) maturity metrics.
2. Technical capacities developed among faculty members and mentors through a Train-the-Trainers model in extension services and competitive intelligence.
3. An incubation program implemented to transform prototypes into Minimum Viable Products (MVPs) with real market demand.
4. A pathway designed for the transfer and valuation of intangible assets, ensuring the formal submission of at least two (2) patent applications and/or utility model registrations to the General Directorate of Intellectual Property Registration (DGRPI) of MIFIC.

National Technological Institute (INATEC)

1. A KAIZEN methodology training offer established within INATEC centers, aligned with the national model and strengthened with technical support to ensure quality.
2. Technical capacities of INATEC instructors strengthened to apply the KAIZEN methodology in the training of enterprises and entrepreneurial initiatives.
3. Theoretical-practical KAIZEN courses implemented for MSMEs and entrepreneurs, incorporating continuous improvement tools such as 5S and process standardization.
4. INATEC's technical training processes are articulated with MIPROEMPRENDE's business support services, ensuring practical application at the company level.
5. Institutional capacities of INATEC strengthened to ensure the sustainability and institutionalization of KAIZEN training and its nationwide replication.

7. Expected Deliverables

The deliverables to be submitted during the implementation of the ProKaizen II Project, as well as upon its completion, are detailed below. Deliverables shall be

presented in accordance with the established schedule and will be oriented towards technical monitoring, results systematization, and project quality assurance.

	Description of Deliverables	Delivery Schedule
First Year October 30, 2026 to March 31, 2027	Inception Report (Work Plan Included)	Delivery time: Within fifteen (15) days after contract signature. The report shall include: • A detailed Project Work Plan. • The methodological approach for technical assistance. • An activity schedule aligned with the Operations Plan (PO) and the Project Design Matrix (PDM).
	Progress Report (Monitoring Sheet Version 2 and Financial Report 2)	Delivery time: Five (5) months after submission of the first progress report.
Second Year April 1, 2027 to March 31, 2028	Progress Report (Monitoring Sheet Version 3 and Financial Report 3)	Delivery time: Six (6) months after the second progress report.
	Final Project Report	The Final Report shall include, at a minimum:

	Delivery time: A draft Final Report shall be submitted one (1) month prior to project completion. The final version shall be delivered at the end of the contract period.	• Systematization of KAIZEN training and business support processes. • Results achieved and project outcomes in relation to the PDM and the Operations Plan (PO). • Analysis of institutional capacity strengthening, including trainers, facilitators, and participating institutions. • Lessons learned and good practices. • Technical recommendations for the sustainability and institutionalization of the KAIZEN model.
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The Inception Report, Progress Reports and the Final Project Report shall be submitted in Spanish and English, in digital format. Hard copies shall be submitted only when requested by JICA.

The reports shall reflect:

- The status of progress of project activities and results.
- The capacity development of trainers and facilitators.
- The level of improvement observed in management, quality, and productivity of the supported enterprises.

Technical reports of visits or missions carried out by the experts shall be submitted as annexes to the Monitoring Sheet and, when required, shall be translated into English.

In the case of the Final Report, training materials and technical documents may be submitted in digital format.

8. Scope and Activities

This consultancy entails specialized methodological and technical advisory support to the executing institutions of the ProKaizen II Project (MIPROEMPRENDE, UNI, and INATEC), aimed at strengthening the quality, coherence, and sustainability of the implementation of the KAIZEN methodology at both the institutional and enterprise levels.

The scope includes the technical review and validation of tools, protocols, and monitoring mechanisms, as well as technical monitoring of field implementation, ensuring the correct application of continuous improvement methodologies such as 5S, PDCA, and process standardization. It also encompasses the development and strengthening of institutional capacities, the systematization of lessons learned, the definition of performance indicators, and support for evaluation processes, with the objective of contributing to the institutionalization, scalability, and sustainability of the KAIZEN model in the country, in coordination with JICA and counterpart institutions.

The activities described below are indicative in nature and shall be carried out under a consultative and technical approach, in coordination with JICA and the executing institutions:

1. Provide technical advisory support to JICA and the Joint Coordination Committee (JCC) on specialized matters related to continuous improvement and the KAIZEN methodology, contributing regional and international experience to support technical decision-making during project implementation.
2. Support and strengthen the technical quality of the participating institutions (MIPROEMPRENDE, UNI, and INATEC) through the review and validation of methodological approaches, tools, and protocols, contributing to the consolidation of the innovation, entrepreneurship, and productivity ecosystem.
3. Provide specialized technical support to the business assistance process, including:
 - i. Technical review of business support plans.

- ii. Development and validation of operational protocols (manuals and technical data sheets).
 - iii. Technical monitoring of facilitators' performance in the field.
 - iv. Validation of the application of KAIZEN tools in enterprises and entrepreneurial initiatives.
- 4. Support project monitoring, follow-up, and technical evaluation processes, contributing to the definition of performance indicators and enterprise certification criteria, as well as to the systematization of results, lessons learned, best practices, and knowledge relevant to JICA and national institutions.
- 5. Design and validate a KAIZEN Toolbox, incorporating methodologies such as 5S and continuous improvement, and develop manuals and technical materials differentiated for trainers, facilitators, instructional technicians, enterprises, and entrepreneurs.
- 6. Support institutional capacity-building processes, including:
 - i. Technical and pedagogical workshops for institutional teams (e.g., "learning-by-doing" approaches for MIPROEMPRENDE).
 - ii. Support to the Train-the-Trainers models implemented by UNI and INATEC with enterprises.
 - iii. Support the development and strengthening of monitoring and systematization mechanisms, including assistance in the development and use of monitoring modules within existing institutional systems (e.g., the Internal Ministry System – SIM), with an emphasis on productivity, quality, and innovation indicators.
 - iv. Support UNI in structuring institutional innovation models that standardize existing pathways and integrate Technology Readiness Level (TRL) metrics, as well as in strengthening faculty and mentor capacities in extension services, competitive intelligence, and incubation.
 - v. Support INATEC in the implementation and strengthening of the KAIZEN training offer, providing technical assistance to ensure methodological coherence of theoretical-practical courses, appropriate articulation with business support services, and sustainability of training at the national level.

- vi. Design and validate technical pathways and criteria for the transfer and valuation of intangible assets, in coordination with UNI, to guide intellectual property protection processes, including preparation for patent and/or utility model applications before DGRPI–MIFIC.
7. Prepare the Final Project Report, to be submitted to the JICA Nicaragua Office. A draft of the report shall be submitted one (1) month prior to project completion. The final version shall incorporate comments from JICA and the executing institutions and shall be jointly prepared, following agreed timelines and procedures. The preparation of the Final Report shall be coordinated as follows: the experts shall submit a draft document, which will be reviewed by JICA and the executing institutions within the established timeframes until the final approved version is issued.

9. Public Relations Activities

The Consultant Experts, in coordination with the executing institutions—MIPROEMPRENDE, INATEC, and the National University of Engineering (UNI-DIE)—shall identify, plan, and implement public relations and dissemination activities aimed at enhancing the visibility of the ProKaizen II Project among society, with the objective of strengthening its understanding, acceptance, and ownership. All such activities shall be reviewed and approved by the Implementation Committee and the Joint Coordination Committee (JCC).

Special emphasis shall be placed on the regional dissemination of project results in Central America, the Caribbean, and other countries that are part of the Latin American Productivity Network, recently established. Dissemination activities may include technical or journalistic articles, conferences, seminars, network meetings, videoconferences, or other appropriate communication channels, to be carried out in coordination with JICA and the counterpart institutions.

10. Monitoring and Evaluation

Monitoring of project implementation and evaluation of results shall be the shared responsibility of the consultant experts mentioned above and the Project's Executing Institutions, under the supervision and approval of JICA. This monitoring

process shall be conducted on a regular basis through sessions of the Joint Coordination Committee (JCC), the Implementation Committee, as well as through in-person and virtual technical meetings, as appropriate.

The purpose of monitoring is to verify and track the progress of activities, conduct technical quality control of delivered outputs and reports, and ensure the proper application of methodologies, techniques, and instruments defined within the framework of the project. Furthermore, it will enable verification of the consistency of achieved results with the objectives established under this contract and allow for the timely identification of necessary adjustments to strengthen implementation, in line with the continuous improvement approach promoted by KAIZEN.

11. Inputs from JICA and the Executing Institutions (Counterparts)

The contributions of the Japan International Cooperation Agency (JICA) shall include the provision of specialized technical assistance through the deployment of experts to support the improvement of quality, productivity, and business management, as well as the development of technical and institutional capacities through training processes. In addition, JICA shall provide basic information and communication technology (ICT) equipment, facilitate transportation logistics for field visits, and offer the necessary institutional guidance and supervision for the proper implementation of the project.

For their part, the executing institutions—MIPROEMPRENDE, INATEC, and the National University of Engineering (UNI)—shall ensure the availability of office space and adequate facilities for the execution of project activities, as well as the assignment of the required counterpart personnel. They shall also assume responsibilities related to the organization of training processes, the implementation and validation of pilot experiences, the follow-up of enterprises and entrepreneurial initiatives, coordination for the development and use of monitoring modules within the SIM platform, and the provision of the necessary technical support, in accordance with the established operational plans and agreements.

12. Privileges and Exemptions of the Consultant Experts

The Government of Nicaragua, pursuant to the international commitments undertaken with the Government of Japan, shall grant the corresponding privileges and exemptions to JICA Experts engaged under the present Project, in accordance with the provisions of the Agreement between Japan and the Government of Nicaragua on Technical Cooperation, signed on May 30, 2001. Such privileges and exemptions shall apply, among other matters, to the exemption from Value Added Tax (VAT) on items such as vehicle rental and accommodation within national territory, in accordance with applicable regulations.

In the event that any deviation is identified in the fulfillment of the deliverables established in this Request for Proposals for the procurement of professional services, the JICA Nicaragua Office may request the contracted entity to implement the corresponding reorientation or adjustment, within the framework of the terms and conditions of the contract. Likewise, JICA may agree, by mutual consent with the contracted entity, on any necessary service enhancements in order to ensure the proper achievement of the project objectives.

Note: These Terms of Reference are indicative and guiding in nature and are therefore not restrictive. Accordingly, the consulting entity may propose technical or methodological improvements within its proposal, provided that such proposals contribute to strengthening the project, optimizing the use of resources, and are based on its experience and good practices, subject to JICA's approval.

13. Contract Duration

The contract duration shall be defined in accordance with the terms and conditions established in the contract to be signed between JICA and the contracted entity.

14. Payment Schedule

Payments shall be made within a maximum of ten (10) business days after the Client's approval of each report and/or deliverable.

15. Working Modality

Hybrid modality: A combination of on-site and remote work.

16. Supervision

The consultancy shall be supervised by the JICA Program Officer in charge of the PROKAIZEN II Project

17. Evaluation Criteria Matrix

1. Quality of the Technical and Methodological Approach (30 points)		
Sub-criterion	Detailed Description	Score
Understanding of the project and context	Level of understanding of the objective of strengthening the national KAIZEN services system, institutionalization, sustainability, and inter-institutional coordination.	8
Methodological coherence with KAIZEN approach	Clear incorporation of principles such as continuous improvement, practical learning, use of tools (5S, PDCA), and focus on business results.	8
Quality assurance approach	Clarity on how technical validation, process quality control, and methodological monitoring will be carried out.	7
Sustainability and institutionalization approach	Strategies to ensure capacity transfer, institutional ownership, and post-project continuity	7
2. Institutional Experience (33 points)		
Sub-criterion	Detailed Description	Score
Experience in productivity improvement / KAIZEN / Lean	Demonstrated experience in real implementation with companies (not only theoretical).	10
Experience in institutional strengthening	Experience with public, academic institutions or national systems, including capacity development. Experience in international cooperation, especially with JICA, will be valued.	8
Experience in training of trainers (ToT)	Design, implementation, or improvement of training programs with a multiplier effect.	5

Experience in international or regional cooperation	Participation in similar projects (preferably in Latin America).	5
Experience in JICA cooperation	Participation in similar cooperation projects (preferably in Latin America).	5
3. Quality of the Technical Team (20 points)		
Sub-criterion	Detailed Description	Score
Experience of the Team Leader	Leadership in similar projects, international experience, and experience in continuous improvement.	5
Experience of productivity/KAIZEN experts	Practical application in companies, on-site support, and process improvement.	6
Experience in training and mentoring	Experience in training, mentoring, and follow-up of facilitators.	5
Team complementarity	Balance between technical, pedagogical, and institutional knowledge.	4
4. Work Plan and Implementation Strategy (17 points)		
Sub-criterion	Detailed Description	Score
Alignment with PDM, OP, and project scope	Alignment with expected results, project phases, and activities.	5
Clarity of schedule and deliverables	Logical sequencing, feasibility, and consistency with project timelines.	4
Institutional coordination	Strategy for collaboration with MIPROEMPRENDE, UNI, and INATEC without duplicating roles.	4
Risk management	Identification of technical and operational risks along with proposed mitigation measures.	4
Total		100

Minimum required technical score of 70 points.

Form of Contract

CONTRACT FOR CONSULTANT'S SERVICES (Lump-Sum)

Project Name: Advisor for the Establishment of the KAIZEN Services Dissemination and Promotion System (ProKaizen II)
between

Japan International Cooperation Agency *Nicaragua* Office
and
[insert: name of the consultant]

This CONTRACT (hereinafter called the "Contract") is made the *[insert: number]* day of the month of *[month]*, *[year]*, between, on the one hand, *Japan International Cooperation Agency (JICA) Nicaragua office* (hereinafter called the "Client") and, on the other hand, *[insert: name of the Consultant]* (hereinafter called the "Consultant").

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The Conditions of Contract;
 - (b) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Breakdown of Contract Price
 - Appendix C: List of Experts
 - Appendix D: Technical Proposals

For the purpose of interpretation, the priority of the listed documents shall be in accordance with the above listed order.
2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) The Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of Japan International Cooperation Agency (JICA) Nicaragua Office

Tomoyuki Odani
Chief Representative
Japan International Cooperation Agency (JICA) Nicaragua Office

For and on behalf of *[insert: name of the Consultant]*

[insert: Authorized Representative of the Consultant – name and signature]

Conditions of Contract

A. General Provisions

- 1. Law Governing Contract** The law that applies to the Contract is the law of *República de Nicaragua*.
- 2. Language** This Contract has been executed in *English*, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 3. Communications** Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in **Clause 2** above. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified as follows;
A Party may change its address for notice hereunder by giving the other Party any communication of such change.
For the Client
Address: _____

Attention: _____
Telephone: _____
Facsimile: _____
E-mail: _____
For the Consultant
Address: _____

Attention: _____
Telephone: _____
Facsimile: _____
E-mail: _____
- 4. Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified as follows;
For the Client: *[insert: name, title]*
For the Consultant: *[insert: name, title]*

B. Modification and Termination of Contract

- 5. Entire Agreement** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 6. Modifications or Variations** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

7. Force Majeure

- 7.1 For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.
- 7.2 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure.
- 7.3 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 7.4 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than ten (10) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 7.5 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 7.6 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
 - (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

8. Suspension

The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services.

9. Termination

This Contract may be terminated by either Party as per provisions set up below:

- 9.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Client shall give at least fifteen (15) calendar days’ written notice of termination to the Consultant:
- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder;
 - (b) If the Consultant becomes insolvent or bankrupt;
 - (c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than fifteen (15) calendar days;
 - (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
 - (e) If the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract.

- 9.2 The Consultant may terminate this Contract, by not less than ten (10) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (b) of this Clause.
- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract within thirty (30) calendar days after receiving written notice from the Consultant that such payment is overdue.
 - (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than fifteen (15) calendar days.
- 9.3 Upon termination of this Contract, the Client shall make the following payments to the Consultant:
- (a) Payment for Services satisfactorily performed prior to the effective date of termination;
 - (b) If the advance payment had already paid to the Consultant, the amount of the advance payment shall be reduced from the amount defined in paragraph (a) above.
 - (c) In the case of the paragraph (b) above, if there is still a balance of the advance payment, the Consultant shall refund the balance to the Client.

C. Obligations of the Consultant

10. General

- 10.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods.
- 10.2 The Expert(s) of the Consultant means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract.

11. Confidential Information and Obligation of the Consultant

The Consultant shall maintain in confidence all information disclosed by the Client ("Confidential Information") and shall not disclose or divulge Confidential Information to a third party without the prior written consent of the Client, provided that the Consultant may disclose Confidential Information to its officers and employees and attorneys, certified public accountants, licensed tax accountants and other professionals whom the Consultant retains in connection with this Contract to that extent necessary for the purposes of this Contract.

12. Reporting Obligations

The Consultant shall submit to the Client all of the reports and documents in the form, in the numbers specified in **Appendix A (Terms of Reference)**. Such reports and documents shall become and remain the property of the Client, including its intellectual property rights, upon delivery thereof.

13. Inspection

- 13.1 The Client shall inspect the Services (or a part of the Services, in such case), based on the said reports and documents within **10 calendar** days after receiving them.
- 13.2 If the Client cannot approve any part of the Service, the Consultant shall submit such further information and make such change in the said reports and documents as the Client may reasonably require.
- 13.3 Promptly after the approval of the Services (or a part of the Services, in such case) by the Client, the reports and documents said above shall be delivered to the Client.

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|--|---|
| 14. Liability of the Consultant | The Consultant shall be responsible for, and shall indemnify the Client from and against any and all claims, losses and damages incurred by the Consultant during or in connection with the Services, caused by intentional or negligent act of the Consultant. |
| 15. No Replacement of Experts | Except as the Client may otherwise agree in writing, no changes shall be made in the Experts. |

D. Payment to the Consultant

- | | |
|--|---|
| 16. Contract Price | <p>16.1 The total amount of the Contract price is <u><i>insert amount in numbers and in words/ insert name of currency</i></u> as fixed and set forth in Appendix B (Breakdown of Contract Price).</p> <p>16.2 Any change to the Contract price can be made only if the Parties have agreed to the revised scope of the Services and have amended in writing the Terms of References in Appendix A.</p> |
| 17. Currency of Payment | <p>Any payment under this Contract shall be made in US dollars (USD).</p> |
| 18. Terms and Conditions of Payment | <p>18.1 <u>The total payments under this Contract shall not exceed the Contract prices set forth in Appendix B.</u></p> <p>18.2 Payments will be made within a maximum of ten (10) business days after receiving the products described in section 3 of Appendix A (Terms of Reference) approved as satisfactory by the Client and payment request made.</p> <p>18.3 The Consultant shall pay Income Taxes and any other taxes that, according to tax laws, the Consultant is obliged to pay due to the income generated by this Contract.</p> <p>18.4 The Consultant undertakes to contract medical and international assistance insurance, at his sole cost, for the Expert(s) that will cover his entire stay in Nicaragua, valid from the date of departure from his country of origin until his return, in case he does not have it and for the period of the Contract.</p> <p>18.5 All payments under this Contract shall be made to <i>the Consultant's account specified as follows:</i></p> <p>18.6 All bank fees related to payments transfer under this Contract will be borne by the Consultant.</p> |
| 19. Penalty | <p>Except as provided in Clause 13, if the Consultant fails to deliver, in whole or in part, the required reports and/or products on the dates stipulated in accordance with Appendix A (Terms of Reference), or any extensions thereof, the Client may, without prejudice to the other remedies under this Contract, deduct from the payment due a sum equivalent to one tenth of one percent (0.10%) as a penalty for each day of delay.</p> |

E. Fairness and Good Faith

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|-----------------------|--|
| 20. Good Faith | <p>The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.</p> |
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F. Settlement of Disputes

21. Amicable Settlement

The Parties shall seek to resolve any dispute amicably by mutual consultation. If either Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause 22 shall apply.

22. Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to the Clause 21 shall be submitted to settlement proceedings under the laws of the Client's country.

Appendices

Appendix A – Terms of Reference

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks that require prior approval by the Client.]

[Insert the text based on the Section 6 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-4 in the Consultant's Proposal.]

Appendix B – Breakdown of Contract Price

[Insert a table based on Form TECH-5 of the Consultant's Technical Proposal and finalize at the Contract's negotiations.]

Appendix C – List of Experts

[Insert: a table based on Form TECH-5 of the Consultant's Technical Proposal and finalized at the Contract's negotiations.]

Appendix D – Technical Proposal

[Attach Technical Proposal submitted by the Consultant.]