



Belize Compact Development Team

ADDENDUM N°01

**Request for Proposals Issued on
May 5, 2023**

**Belize Quality of Education Assessment and
Project Design Support**

Selection by Quality Cost Based Selection

RFP / BEL/2023/QCBS/CDF/01

June 8, 2023

ADDENDUM N°01

This addendum No.1 to the Request for Proposals for the procurement of the **Belize Quality Education Assessment and Project Design Support** is issued to **modify certain sections of the Proposal Data Sheet**, to **delete section 12.5(a) of the Proposal Data Sheet** and to **amend** section 3.2 of the **Genera Conditions of Contract** as follows:

1. In Section 2, Proposal Data Sheet, sections Nos. 11.8, 17.3(g), 18.1 and 21.1 are deleted and respectively replaced by;

No.	Description
ITC 11.8	Clarifications may be requested by e-mail not later than June 8, 2023 , so that responses can be issued to all Consultants no later than June 15, 2023 . The address for requesting clarifications is: Compact Development Team (CDT) - Belize Att.: The Interim Procurement Director Email: aosorio.BCDT@med.gov.bz
ITC 17.3(g)	If a Consultant submits a Technical Proposal with password protection, the password for the Technical Proposal should be sent by 4:00 PM local Belize time on June 22, 2023 , to the following email address: aosorio.BCDT@med.gov.bz
ITC 18.1	For electronic submission purposes only, use the FRL in PDS ITC 17.3 (c) The deadline for submission of Proposals is as follows: 4 :00 PM local Belize time on June 22, 2023 .
ITC.21.1	The Technical Proposal opening shall take place at 4 :30 PM local Belize time, June 22, 2023 ,. For Proposals submitted electronically in accordance with ITC Clause 17.3, the Proposal opening procedures shall be as follows: The opening ceremony is a completely online event that can be attended by clicking on the following link: https://tinyurl.com/29j3juwp . The Minutes of Opening of Technical Proposals shall be promptly sent to all Consultants who submitted Proposals on or before the Proposal Submission deadline in ITC 18.1. If the correct passwords are not provided within the scheduled time the proposal shall be rejected. Consultants cannot provide the passwords via the FRL but should be sent to the email: aosorio.BCDT@med.gov.b

II. Amendment of Table 3.7.3 – Financial Situation

Table. 3.7.3 is removed.

III. Amendment of General Conditions of Contract (GCC)

GCC 13.2 is amended by substituting:

Any arbitration of disputes, controversies, or claims arising out of or in connection with this Agreement will be pursuant to the International Chamber of Commerce Rules of Arbitration (the “**ICC Rules**”) and Partner hereby consents to the jurisdiction of the International Chamber of Commerce (“**ICC**”) and to arbitration thereunder. The Parties further stipulate that for any arbitration in connection with this Agreement:

- (1) the language to be used in the arbitral proceedings will be English;
- (2) unless otherwise agreed by the Parties, the number of arbitrators will be three (3), with such arbitrators to be nominated in accordance with the following:
 - 2.1. each Party will nominate one (1) arbitrator within the period for nominating the arbitrator specified in the ICC Rules, and the two (2) arbitrators thus nominated will,

within thirty (30) Days after the nomination of the second (2nd) arbitrator, nominate the third (3rd) arbitrator. If a Party fails to timely nominate an arbitrator, the ICC will appoint that Party's arbitrator within thirty (30) days after the date on which that Party's nomination came due. If the first two (2) arbitrators fail to timely nominate the third (3rd) arbitrator, the ICC will appoint the third (3rd) arbitrator within thirty (30) days after the date on which the nomination of the third (3rd) arbitrator came due.

- 2.2. if multiple parties initiate or respond to arbitration proceedings, they will jointly nominate an arbitrator in accordance with Section 2.1 above as though a single Party; and
 - 2.3. no arbitrator nominated or appointed pursuant to this GCC 13.2 will be a national of the jurisdiction of a Party nor will any such arbitrator be a shareholder, director, employee, agent, or contractor or former shareholder, director, employee, agent, or contractor of a Party; and
- (3) the seat (legal place) of arbitration is New York City, New York, United States of America. The Parties agree that all hearings and meetings will be held in Belize City and conducted in English.
 - (4) The Parties agree that the marshalling of evidence, pre-hearing disclosure, and examination of witnesses and experts authorized by Article 25 of the ICC Rules, will be construed by the tribunal to allow any Party to request the production of documents and other information that is reasonably calculated to lead to the discovery of evidence that is relevant to any claim or defense relating to the dispute, including by the following means:

 - 4.1. written interrogatories.
 - 4.2. requests for production of documents, including production of electronically stored information in a convenient electronic format in accordance with the International Bar Association Rules; and
 - 4.3. a reasonably sufficient number of oral depositions appropriate for the subject matter of the dispute, including the deposition of a representative designated by an entity as its agent to testify as to specific matters on its behalf;
 - 4.4. and to allow the non-requesting Party to object to such request, in which case the tribunal will issue a ruling on such request.
 - (5) Each Party will use reasonable endeavors to ensure that its advisors, agents, and contractors are available for any depositions and other discovery mechanisms that are ordered by the tribunal.
 - (6) Each Party will be responsible for its own legal fees and related costs in connection with any arbitration; provided, however, that costs related to translation or interpretation will be shared equally by the Parties or as allocated and determined by the tribunal.
 - (7) The decision of the arbitrators will be final and binding upon the Parties and will not be subject to appeal.

- (8) Any Party may petition any court having jurisdiction to enter judgment upon the arbitration award. At the request of any of the Parties, the arbitrators will seek to have such arbitration award filed with any court so requested by a Party.
- (9) The arbitral award will be made and payable in U.S. Dollars and the award will be grossed up for tax unless the amount paid would have been subject to tax if paid in the normal course.
- (10) The Parties waive their rights to claim or recover, and the arbitrators will not award, any punitive, multiple, or other exemplary damages, whether statutory or common law (except to the extent such damages: (1) have been awarded to a third party and are subject to allocation among the Parties; or (2) are expressly contemplated to be paid under the terms and conditions of this Agreement).
- (11) The Parties agree, pursuant to Article 7 of the ICC Rules, that the tribunal may join additional parties to the arbitration after the nomination, confirmation, or appointment of arbitrators. Any third party joining or seeking to intervene in an arbitration already initiated will be deemed to consent to the arbitrators already nominated, confirmed, or appointed. The Parties further agree that the arbitral tribunal may consolidate an arbitration arising out of or relating to this Agreement, whether between the Parties or between a Party and any third-party consenting to the arbitration, with any arbitration arising out of or relating to this Agreement if the subject matter of the disputes arises out of or relates to essentially the same facts or transactions. Such consolidated arbitration will be determined by the tribunal appointed for the arbitration proceeding that commenced first in time.
- (12) The Parties may seek emergency, preliminary, temporary, interim, or conservatory measures in accordance with Article 29 of the ICC Rules.
- (13) MCC has the right to be an observer to any arbitration proceeding associated with this Agreement, at its sole discretion, but does not have the obligation to participate in any arbitration proceeding. Whether or not MCC is an observer to any arbitration associated with this Agreement, the Parties will provide MCC with written English transcripts of any arbitration proceedings or hearings and a copy of the reasoned written award within ten (10) days after: (i) each such proceeding or hearing; or (ii) the date on which such award is issued. MCC may enforce its rights under this Agreement. In an arbitration conducted in accordance with this provision or by bringing an action in any court that has jurisdiction. The acceptance by MCC of the right to be an observer to the arbitration will not constitute consent to the jurisdiction of the courts or any other body of any jurisdiction or to the jurisdiction of any arbitral panel.

... ENDS ...

Except as set forth in this Amendment, the Request for Proposals is unaffected and shall continue in full force and effect in accordance with its terms.

End of addendum n°1



date : June 8, 2023, 2023

Anna Hoare
National Coordinator
Belize City, Belize
