



GENERAL TERMS AND CONDITIONS

Centro Ceibal para el Apoyo a la Educación de la Niñez y la Adolescencia (hereinafter Centro Ceibal), invites providers to integrate the provider registry: "COURSES AND WORKSHOPS FOR CEIBAL PROJECT".

The terms and conditions appear in these Terms and Annexes A, B and C.

GENERAL CONSIDERATIONS REGARDING THE PROVIDER REGISTRY:

Those interested in integrating the registry (hereinafter, the Registry), must comply with the conditions established in these **General Terms and Conditions, Particular Terms and Conditions, (Annexes A, B and C) and the Bidder's Identification Form** (indicating to which workshop and/or course their proposal belongs).

The present process is part of the Processes of Centro Ceibal: See [Reglamento de Compras y Contrataciones de Bienes, Servicios y Obras](#)

The registration in the Registry does not generate obligation of contracting on the part of Centro Ceibal. Likewise, Centro Ceibal may at any time hold a tender or bid for the contracting of the services subject to the Registries.

The expenses, fees and other expenses incurred during the registration process in the Registry will be borne by the interested parties.

Centro Ceibal will be able to select among those registered, those providers that it considers comply, as a way of example, with the background, price, deadlines, experience in providing the service, etc. Likewise, Centro Ceibal may negotiate the contractual conditions with those providers that it deems most convenient for its interests, without this resulting in any claim from the other providers. Based on the evaluation, Centro Ceibal will finally be able to contract with one or more of the selected providers.

The resolutions resulting from this Registry will be published on the Purchasing Portal of Centro Ceibal: compras.ceibal.edu.uy.

The persons who are employees, consultants or contracted personnel of Centro Ceibal, that intervene in this procedure, have intervened in their previous phases, and / or will intervene in the contracting stage cannot register in the Registry, or have a dependency or contractual link with the companies that register. Failure to observe this impediment may result in the cancellation of the Registry provider, or termination of the contract, as the case may be.

The Providers may request the cancellation of the Registry at any time in writing, and Centro Ceibal may at any time eliminate, for well-founded reasons, the selected provider/s.

1. Providers Registration- Offer submittal

Providers who wish to participate in the Registry must register and send their proposal (s) by any of the following means:





a) **Personally in the Purchasing Department** of the Administration and Finance Management of the Center (Avda. Italia 6201, Edificio Los Ceibos), from Monday to Friday (except holidays) from 9 a.m. to 5 p.m.

b) Submission of proposals through the **Portal compras.ceibal.edu.uy**. The proposal must be attached to a file using zip or rar format. The file must be identified and dated, and must contain all documents that make up the offer clearly identified. The complete offer (zip / rar file) cannot be higher than 25 megabytes; however it is allowed to include in the zip / rar file text documents with access to links that contain the information required in the Bases.

CENTRO CEIBAL reserves the right to request at any time and prior to contracting the original paper documentation.

In case confidential information is presented, by way of example: customer information, which can be the subject of intellectual property and those of a similar nature, must be delivered separately in a sealed envelope whose title qualifies the content as confidential (Article 10 of Law No. 18,381, of October 17, 2008). In case of submitting through the Portal, the previously mentioned information must be included, duly identified "Confidential Information" in the zip / rar file that contains the entire offer. Centro Ceibal will only have access to this information with the purpose of evaluating the offer. The prices and descriptions of goods and services offered and the general conditions of the offer are not considered confidential.

In the two cases mentioned above, CENTRO CEIBAL will issue a certificate of registration to the Registry and receipt of the offer, which will serve as the only means of proof.

1. Evaluation Instances:

The next closing dates for the evaluations are :

| First close | Second close |
|-------------|--------------|
| 22/3/2019 | 26/8/2019 |

Notwithstanding the foregoing, upon expiration of the aforementioned period, the Registry will remain open for those interested who wish to register, who may do so at any time in the manner mentioned above. However, Centro Ceibal will not be obliged to evaluate providers that register late, one (1) year after the opening of the Registry.

Annually Centro Ceibal may make a new open call to integrate the Registry (Reopening of the Registry) with the subsequent evaluation, not requiring re-registration by providers who are already enrolled.

3. Preference Regimes:

Centro Ceibal in each case will analyze if it is appropriate to grant the preference according to the provisions of current regulations. It is the burden of the offeror to submit it within the deadlines set in the call for collections and other requirements established in the regulations in force. Centro Ceibal is not





obliged to suspend the process of the call due to the unavailability by the interested party of said documentation in the times defined in the call.

National Industry Preference: Art. 41 of Law N ° 18,362 and Decrees of Executive Power No. 13/2009 and 164/13, as well as in the amending, interpretative and concordant norms.

Bidders who wish to benefit from the benefit must declare in their offer if the goods or services qualify as national in light of the requirements of the current legislation. In the event that it is declared that the work(s) qualify as national, the offeror requires: (i) sworn statement detailing the goods or services to be provided that qualify as nationals; and (ii) in the event of being awarded the contract, the respective certificate of origin issued by the Certifying Entities must be presented within a term not exceeding 10 business days.

In case of absence of declaration, or failure to submit said information, it will be interpreted that the work(s) does not qualify as national and no preference will be granted.

Special regimes included in *Sub Programa de Contratación Pública para el Desarrollo*: Art. 44 of Law 18,362 and Executive Power Decree No. 371/010 and No. 164/13, as well as in the amending, interpretative and concordant rules.

b.1) Preference in the price: For the application of the benefit, the offeror must submit together with its offer: (i) Certificate issued by DINAPYME that accredits its participation in the *Sub Programa de Contratación Pública para el Desarrollo*, and (ii) sworn statement that proves the percentage of national integration according to art. 8 of Decree 371/010 (ANNEX II model).

If the required information is not provided, Centro Ceibal will not apply the preference.

In case of being awarded the contract, the respective certificate of origin issued by the Certifying Entities must be presented within a period not exceeding 15 business days.

b.2) MARKET RESERVE: Companies that present the Certificate of Participation in *Sub Programa de Contratación Pública para el Desarrollo* of the MIPYMES issued by DINAMA, will have the possibility of being beneficiaries of the use of a market reserve, in accordance with article 11 of Decree 371/010, provided that they explicitly invoke the intention of this in their own offer.

4. Queries and replies:

The queries and replies will be made through the Portal of Centro Ceibal **compras.ceibal.edu.uy**. For these purposes, the interested party must provide their contact information, which must be unique and related to each bidder. The content of the queries and replies will be of public access for any interested party that enters the Portal, leaving in reserve the contact information of the person who has formulated the query. The deadline for queries will be three business days prior to each closing.

CENTRO CEIBAL will evacuate the queries, not being forced to follow a predetermined order in the replies.

The conditions of this Registry will also include the queries that the bidders formulate, together with the written replies given by CENTRO CEIBAL, which will be an integral part of the Bidding Terms and Conditions.

All communications between the bidders and CENTRO CEIBAL, prior to the evaluation of the offers will be made through the **Portal compras.ceibal.edu.uy**. And once the offers have been analyzed, the communications made to the e-mail reported by the bidders shall be considered valid.

5. Formal conditions:





Both national and foreign legal entities may participate, individually, as an associate or consortium, or through a representative. At the time of registration each provider must present their identification data (name, address and RUT), representation (for example: photocopy of notarial certificate), and contact information (telephone, fax, contact person, and email address) in order to be notified, and all other necessary information that can be evaluated by *Centro Ceibal*.

Complete the signed Bidder Identification Form (indicating to which workshop and/or course their proposal belongs).

In the case of national companies *Centro Ceibal* will control that the bidders are up to date with the certificates of BPS, DGI, and BSE, throughout the process including the contract period, in case of being contracted. For these purposes, the bidders must clearly specify in its offer the company's name, No. RUT, No. BPS, and No. Policy BSE.

6. Service conditions:

The providers that appear to integrate the Registry must be able to comply with the conditions detailed in the **General and Particular Terms to which they make the offer (Annexes A, B and C)**.

I. GENERAL CONTRACTING CONDITIONS

- **Contract:** Regarding the contracted provider (s), the resolution of the Board of Directors of *Centro Ceibal*, and these Terms and Conditions will constitute the contract between the parties. In case the parties agree to the signing of a contract, these provisions will be complementary to what has been agreed upon.
- **Contract compliance guarantee:** Centro Ceibal may require the awarded parties to guarantee a contract compliance equivalent to 5% of the contract amount. Said guarantee may be established at the discretion of Centro Ceibal, by withholding payments, or through any of the following instruments: deposit in cash, public securities, bank guarantee or bond insurance policy, **in which case it must cover expressly the contingencies derived from non-compliance with labor, social security, labor accident and occupational disease regulations (Law 18.099 and 18.251)**. In the case of a foreign bank or insurer, it must have representation in Uruguay or be accepted by a local banking / insurance institution). Likewise, if the guarantee is issued by a banking or insurance institution, the constituent document must contain a clause that establishes that the aforementioned guarantee can only be released upon prior written communication from Centro Ceibal. The guarantee of faithful fulfillment of the contract may be executed in case the successful bidder fails to comply with the contractual obligations. And it will be returned once the fulfillment of all the contractual obligations has been accredited.

If the guarantee is not constituted in the aforementioned manner and term, Centro Ceibal may cancel the award, and reconsider the study of the call with the exclusion of the bidder awarded in the first instance.

The guarantee of faithful performance of the contract may be executed in the event that the contractor fails to comply with the contractual obligations with respect to its dependent personnel and / or subcontractors (Law 18.099 and 18.251). And it will be returned once the fulfillment of all obligations by the awarded company has been accredited.





- Contracting deadlines: The contacting will be done for the period of time that the parties agree in each case, and / or while the provider is registered in the respective Registry. Notwithstanding the foregoing, any of the parties may cancel the contract, at any time and without liability, with a notice of at least 60 days.
- Commercial conditions: Payments will be made 30 days after the invoice date, and after the service has been approved, by bank transfer in a BROU bank account.
The providers shall be responsible for the taxes, present or future that may be levied on the contracted service, under the terms and conditions established by the legal and / or regulatory standard.
- Fine for non-compliance: In the event that the selected Provider fails to comply with the contracted service, and unless something different has been provided in the Technical Bases, or the parties have agreed something different in the contract, it will be sanctioned with a fine that will be determined according to the entity of the contract breach, and that will range between 5% to 20% of the monthly billing for the contracted service. In the case of the acquisition of products, in case the selected Provider is delayed in the quantities and delivery terms agreed, and unless something different has been agreed in the Technical Conditions, or the parties have agreed something different in the contract, it will be sanctioned with a fine equivalent to 5% on the value of the supply that should have been delivered. The fine will be applied from the business day following the expiration of the delivery period. For each additional week of delay, the fine will increase by 1.5%. After 30 calendar days of delay, without the Provider having delivered the purchased equipment, it will be cause for cancellation of the contract. In case of application of fines, Centro Ceibal is entitled to withhold and discount them from the pending payments that the provider had to receive.
- Arrears: The contracted provider will fall into arrears as of right without need of judicial or extrajudicial management or interpellation of any kind for the only expiration of the terms and agreed terms, for the realization of any act or fact that translates into doing or not doing something contrary to what is established in the commercial relationship.
- Competent Jurisdiction: The jurisdiction over any interpretation or elucidation of disputes that may arise from this invitation or the contract, will be the jurisdiction of the Courts of the city of Montevideo, of the República Oriental del Uruguay, in accordance with the national provisions in force in the matter.
- Non-exclusivity: The commercial relationship generated between the *Centro Ceibal* and the contracted provider (s) will be non-exclusive, and the *Centro Ceibal* may enter into agreements with third parties whose terms and services are similar or equivalent.
- Extension/reduction of the Contract: According to the needs of *Centro Ceibal*, it reserves the right to increase / decrease / vary the volume of work assigned / products acquired.
- Personal data protection: The contracted Provider, employees and subcontracted companies, are obliged to treat the personal data to which they have access under this contract, in accordance with Law No. 18,331, of August 11, 2008 and Decree No. 414/2009, of August 31, 2009, only to provide the service object of this contract, not being able to use them for any other purpose, neither for their own benefit, free or onerous, nor transfer them, communicate them or transfer them to third parties, except with previous authorization of the Center and its holders or representatives. In no case shall the Provider, its employees and its contracted companies, record the classes, reproduce them or use them for a purpose outside the contract.



Centro Ceibal will be responsible for the database and treatment, being the awarded company, and its contracted companies, in charge of treatment, in accordance with the provisions of literals H) and K) of article 4 of Law No. 18,331.

The Provider must inform in its proposal the territory where they will be housed, and the subcontracts to which they adhere for its treatment. In the event that the personal data used for the provision of the service is hosted, even temporarily, outside the national territory, the Provider and its contractors are obliged that the server be located in countries considered to have levels adequate to the European standards of protection of data in accordance with the General Data Protection Regulation 2016/679, of the European Parliament and of the Council, amending, concordant and complementary. Otherwise, they agree to have the consent of the owners of the data; to the importer adhering to the Privacy Shield framework; has subscribed standard contractual clauses with the exporter or has a registered Code of Conduct, with the consequent authorization of international transfer of data processed before the Regulatory Unit and Control of Personal Data, in the last two cases. At the end of the contract, the Provider and its subcontracted companies are obliged to delete all their personal and contracted systems and physical and logical files, the personal data accessed, obtained or processed by virtue of the contract, as well as the associated metadata, if applicable.

Personal information is considered information of any type referring to specific or determinable physical or legal persons, including, any numerical, alphabetical, graphic, photographic, acoustic or any other information that refers to them directly or indirectly, in accordance with the provided in article 4 of Law No. 18,331 and articles 1 and 4 of Decree No. 414/009

- **Confidentiality:** The contracted provider obliges itself, its officials and other subcontracted companies, to maintain strict confidentiality regarding the documentation and information provided by Centro Ceibal or generated as a result of the contract. Consequently, it will not disclose, use, publish, or in any way directly or indirectly communicate totally or partially information to third parties or give access to unauthorized persons, under any circumstances (even after the end of the commercial relationship), unless it mediates Written authorization of Centro Ceibal. The Centro Ceibal assumes the same obligation with the obligation classified as confidential by the Provider.
- **Outsourcing:** The provider will be solely responsible for the payment of the labor, salary and indemnity items to its employees, the payment of contributions to social security, the contracting of the insurance of work accidents and occupational diseases and the payment of the premiums, penalties and recoveries corresponding to said insurance and of the inscription in all the organisms that could correspond as well as of the fulfillment of the measures of hygiene and labor hygiene. In this context and within the framework of **laws 18.099 and 18.251**, it must deliver to Centro Ceibal, at the request of the latter, within the periods it determines, and for the purpose of certifying compliance with the aforementioned obligations, at least the following documentation:
 - a) certificate certifying the regular status of payment of social security contributions to the corresponding pension entity; b) proof from the State Insurance Bank that proves the existence of the insurance for work accidents and occupational diseases, communication of the discharges to the Insurance Bank of the personnel affected to the contracted service, and proof of payment of the premiums; c) work control form, salary receipts, and, if applicable, applicable collective agreement; d) nominated statement of labor history and receipt of payment of contributions to the social security agency, and e) list of personnel affected to the service contracted. In the event of non-compliance, Centro Ceibal may terminate the contract, in addition to retaining the items to be paid by subrogation of credits owed, in accordance with the provisions of article 5 of the law 18.251.