



## 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: **“REGISTER OF ROBOTS FOR THE TEACHING OF PROGRAMMING AND COMPUTATIONAL THINKING”**

The terms and conditions appear in these Terms and Annexes.

### 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 and the Bidder Identification Form**

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 this Registry.

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

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

**Both national and foreign providers that wish to participate in the Registry must register and submit their proposal (s) as required in Annex A 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 date for the evaluation** of the proposals is the following: **October 11, 2019, 5 p.m.**

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.

#### **1. 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 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.





## 2. 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**

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.

## 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.

- **Commercial conditions:**

The devices will be quoted CIF / MVD. The payment method may be:

(i) Against compliance of the required documentation (commercial invoice, bill of lading, packing list, etc.) by irrevocable and transferable letter of credit.

(ii) Collection against compliance of the shipping documentation.

(iii) By international bank transfer as agreed with the supplier prior product / service conformance.

If during the term of maintenance of the offer, and / or during the term of the contractual relationship, the current tax system, as well as other taxes that may be created, will tax the supply, such taxes will be charged to the provider under the terms and conditions that establishes the legal and / or regulation norm.

- **Sanctions:** The conducts that configure breach of the Awardee, may give merit to the imposition of the following sanctions:

➤ **Fine:** The Awardee may be sanctioned with a fine. In cases where there is no express sanction defined in the Service Level Agreement or in the Contract, it will be sanctioned with a fine that will be determined based on the default entity that will range from 5% to 20% of the total amount of the contract.

Also, if the selected supplier fails to comply with the approved specifications, the quantities and / or delivery terms agreed (for reasons attributable to the provider), and unless the parties have





agreed otherwise in the contract, may be punished with a fine equivalent to 5% on the amount corresponding to the lot affected by the breach. The fine will be applied from the business day following the expiration of the delivery period, under the agreed conditions. For each additional week of delay, the fine will increase by 1.5%. After 30 calendar days of delay, without the supplier having complied with the delivery of the equipment purchased, under the agreed conditions, Ceibal may terminate the contract without liability. In case of application of fines, CENTRO CEIBAL is entitled to retain the amount of it, of the amounts that the Awardee would have 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.
- 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. Centro Ceibal assumes the same obligation with the obligation classified as confidential by the Provider.
- Data protection: Those selected are expressly obligated to keep in the strictest confidentiality all the information they process or use during their relationship with Centro Ceibal. The Confidential Information includes, among others and by way of example, the following information: any strategy, business plan and procedure, proprietary information, software, tool, process, images, personal data, methodology, information and trade secret, and other information and material of Ceibal, as well as of the students, beneficiaries, teachers, study centers, that could be obtained by the offeror from any source or could be developed as a consequence of this contract.

In case the offered product / service (platform) supposes access to personal data, the offeror must inform in its offer where he lodges the data as well as its policy of data privacy and security. In this case it is obliged to treat the personal data to which they have access in accordance with Law No. 18,331, of August 11, 2008 and Decree No. 414/2009, of August 31, 2009, solely for the provision and for the contracted service, not being able to use them for any other purpose, neither for their own benefit, whether free or for a fee, nor assign them, communicate them or transfer them to third parties, except with prior authorization from Centro Ceibal.

In no case may access to personal data be understood as assignment or permission for its free use by the selected bidders.





Likewise, they are obliged to adopt the necessary security measures to guarantee the security and confidentiality of personal data and to prevent their adulteration, loss, consultation or unauthorized treatment, as well as to detect deviations of information.

In the event that personal data are hosted, even temporarily, outside the national territory, the importer must be in countries considered to have adequate levels to European data protection standards, in accordance with Directive 95/46 / EC, of the European Parliament and the Council, amending, concordant and complementary. Otherwise, they must have the consent of the owner of the data for the transfer to an unsuitable territory, or that the importer adheres to the Privacy Shield framework and has signed standard contractual clauses with the exporter or has a Code of Conduct registered, 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 this contract, they are obliged to return or delete from all their systems and physical and logical files, whether owned or contracted to third parties, the personal data accessed, obtained or processed under this contract, as well as the associated metadata, in case it corresponds.

For the purposes of this agreement, personal information is considered information of any kind referring to individuals or legal entities determined or determinable, by way of example, any numerical, alphabetical, graphic, photographic, acoustic or any other information that refers to them directly or indirectly, in accordance with the provisions of article 4 of Law No. 18,331 and articles 1 and 4 of Decree No. 414/009.





## **BIDDER IDENTIFICATION FORM**

<b>Purchase Process:</b>	REGISTER OF ROBOTS FOR THE TEACHING OF PROGRAMMING AND COMPUTATIONAL THINKING
<b>Company Name::</b>	
<b>Trade Name::</b>	
<b>R.U.T.:</b>	
<b>No. Policy BSE:</b>	
<b>City:</b>	
<b>Address:</b>	
<b>Phone Number:</b>	
<b>E-Mail:</b>	
<b>Contact Person:</b>	
<b>Signature:</b>	
<b>ID Number:</b>	

