

**GENERAL TERMS AND CONDITIONS****EXTENSION DATE****Acquisition of Adaptive Mathematics Platform****PUBLIC INTERNATIONAL TENDER**

*Centro Ceibal para el Apoyo a la Educación de la Niñez y la Adolescencia.*

Publication of the Document and Queries on our website: [compras.ceibal.edu.uy](https://compras.ceibal.edu.uy)

**Deadline for Queries: Friday 6<sup>th</sup> August, 2021 at 12:00 p.m**

**Tender Opening Date: Thursday 12nd August, 2021 at 11:00 a.m**

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## 1. SECTION 1 – CALL AIM.

### 1.1. Introduction and background of Plan Ceibal:

*Centro Ceibal para el Apoyo a la Niñez y la Adolescencia (Centro Ceibal)*, a non-state public person created by Law No. 18,640, of January 8, 2010, has within its duties, among others, the management of Plan Ceibal (*Programa para la Conectividad Educativa de Informática Básica para el Aprendizaje en Línea*), and *Programa Jóvenes a Programar* (Decree 407/016 dated December 26, 2016), without prejudice to other programs that for reasons of public interest the Executive Power assign.

In this context, and within the framework of Plan Ceibal, is that the CENTRO CEIBAL, calls for this public international tender, in order to acquire an adaptive platform of mathematics, aimed at students and teachers of Basic Middle Education (ages 12 to 15) Product A and High School Education (ages 15 to 18) Product B.

### 1.2. SEE TECHNICAL SPECIFICATIONS ANNEX A

## 2. SECTION 2 –REGULATIONS GOVERNING THE PROCEDURE OF ACQUISITION.

### 2.1. Norms that govern the call

The tender will be in accordance with the provisions of these General Terms and Specific Conditions, and *Reglamento de Compras y Contrataciones de Bienes, Servicios y Obras* (<https://www.ceibal.edu.uy/storage/app/media/reglamento-de-compras-y-contrataciones-de-bienes-servicios-y-obras-wiki-ceibal-enero-2019.pdf>). Likewise, the selection of the bidder and the contractual execution will be governed by the following general principles:

- a) transparency;
- b) absence of ritualism;
- c) materiality;
- d) truthfulness;
- e) equal treatment;
- f) due process;
- g) concurrency; and
- h) good faith.

The aforementioned principles will also serve as an interpretative criterion to resolve issues that may arise in the application of the pertinent provisions.

The offers must ensure compliance with the requirements established in the terms of the Tender Documents.

By the mere presentation of the bidder, it is considered that it accepts this Tender Documents and other applicable provisions to the present call. In case of conflict between these Documents and the offer, the these Documents shall prevail.

### 2.2. Queries of the Specifications:

The queries and responses, as well as the request for an extension, will be made through [Portal de Compras del Centro Ceibal](#) until **Friday 6<sup>th</sup> August, 2021 at 12:00 p.m** 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 responses 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.

CENTRO CEIBAL will evacuate the queries, not being forced to follow a predetermined order in the responses of the same. Likewise, in case of receiving queries outside the deadline, Centro Ceibal will have the discretionary power to respond or not, without any responsibility, assuming the bidder's responsibility for having made the request after the deadline set for it.

The conditions of the tender will also include the queries that the bidders make, together with the written responses given by CENTRO CEIBAL, which will be an integral part of this Tender Document.

### **2.3. Modifications to the Tender and Extension / Cancellation:**

CENTRO CEIBAL may modify the specifications either on its own initiative or in response to a query or observation made by an interested party. When the amendment is of a substantial nature and can expand the number of interested parties, it will be disseminated through the same means used in the original call.

Likewise, CENTRO CEIBAL will have the discretion to extend or cancel the call, without expression of cause and responsibility. The extensions or cancellations will be disseminated or communicated through the same means used for the call.

In the event that a bidder needs an extension of the opening of bids, he must make his request through [Portal de Compras del Centro Ceibal](#), at least 5 (five) business days before the date established in the General Terms and Conditions for the opening.

CENTRO CEIBAL reserves the right to grant the extension in the requested terms, reject the request, or grant a shorter extension to the requested one.

### **2.4. Communications:**

All communications between the bidders and CENTRO CEIBAL, prior to the opening of offers, will be made through [Portal de Compras del Centro Ceibal](#). Once the offers are open, the communications made to the e-mail reported by the bidder shall be considered valid.

These communications constitute personal and authentic means of notification.

### **2.5. Requirements:**

#### **A. Requirements for submission of Offers**

Certificates.

In the case of national suppliers, CENTRO CEIBAL will control that the bidders are up to date with the BPS, DGI, and BSE certificates, throughout the process and in case of contracting during the term of the same. For these purposes, the bidder must clearly specify in his offer the company name, RUT No., BPS No., and BSE Policy No.

#### **B. Representation of the bidder.**

If the bidder is a Commercial Company (national or foreign), a notarial certificate must be attached to the offer accrediting its constitution, validity and representation, in accordance with the social contract or bylaws. If it appears as a proxy, it must also be attached the first copy of the mandate, notarial testimony of the same, or another proxy document from which the representation invoked results, in case the representation does not arise from the notarial certificate and / or statute.

If the selected bidder is a foreign company, Centro Ceibal may optionally require that the documentation be duly translated, legalized and formalized, where appropriate, before the award and / or signing of the contract.

### C. Legal Status of the Bidders

Both national and foreign legal entities may participate, individually, associated or in consortium, who meet the requirements established in the specifications that govern this tender.

In the case of companies presenting collectively, they must be bound jointly and severally for the entire period of validity of the contract, which must be expressly established in the offer.

The presentation of joint offers by companies that plan to join a consortium under the provisions of arts. 501 to 509 of Law No. 16,060 dated September 4, 1989, and must attach to the offer:

- Minutes that express the intention to consort, with notarial certification of signatures, detail of the services that will be taken by each member of the consortium, as well as the proportions with which each one participates.
- All the information required in this document for each one of the members of the consortium.
- Designation of one of the members as authorized responsible to contract obligations and receive instructions for and on behalf of each and every one of the members of the consortium.
- Evidence in the Act of intention and subsequently in the consortium contract that each of its members will be jointly and severally liable with CENTRO CEIBAL for each and every one of the obligations contracted in the framework of this tender.
- To express the indivisibility of the obligations contracted before CENTRO CEIBAL, and the non-modification of the act or contract, without the prior authorization of CENTRO CEIBAL

### D. Validity of the proposal.

The offers will be valid for a minimum period of 120 calendar days, automatically extendable for successive periods of 90 days, unless there is a written communication by the bidder, not agreeing to the aforementioned renewal, which must be communicated no less than 10 (ten) business days before the expiration of the validity period or its extensions.

### E. Inhibition of submitting to the Tender

It is not allowed that the people who, being employees, consultants or contracted personnel of CENTRO CEIBAL, intervene in the present contracting procedure or have intervened in their previous phases, participate in this tender or have a dependency or contractual link with the companies or organizations offering them.

Failure to observe this impediment may result in the dismissal of the offer or the termination of the contract, as the case may be.

### 2.6. Bid Reception Act- - until Thursday 12nd August, 2021 11:00 a.m

**Offers can only be sent through [Portal de Compras del Centro Ceibal](#).** The proposal must be attached in a keyed file using zip or rar format. The file must be identified and dated, and must contain all the documents that make up the offer clearly identified in accordance with the provisions of point 3.1 of this

Document. The complete offer (zip / rar file) cannot exceed 25 Megabytes; However, it is allowed to include text documents in the zip / rar file with access to links that contain the information required in these Documents.

At the same time, the bidder will send the acting Public Notary to the following email address **password@ceibal.edu.uy** the password for each file.

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

CENTRO CEIBAL will issue a proof of receipt of the offer which will serve as the only means of proof of receipt of the offer in a timely manner. Therefore, it is the responsibility of the interested bidder to ensure such proof before the opening of the bids.

In the event that the same bidder sends more than one offer, the last one received prior to the date and time of their opening will be deemed valid.

The bidder assumes full responsibility for the presentation of the offer, ensuring the confidentiality of the offer until the moment it is opened. In case of difficulties in the aforementioned medium, Centro Ceibal reserves the right to evaluate the exception and accept the offer (provided it is received on the date and time), as long as the equality of the bidders and the transparency of the process are not altered.

## **2.7. Formalities:**

The bidder must present the offer on file duly identified with the name of the bidder. The file must include contact information **Ref .: LPI Adaptive Mathematics Platform**

(\*) In the event of having made inquiries prior to the opening act, the same contact details that were reported must be provided in this way, in order to avoid any type of confusion between the bidders. It is noteworthy that the bidder is entirely responsible for the veracity and uniformity of the information provided.

**The first page of the same must be signed by the legal representative of the company**, which must be accredited by notarial certificate of representation, or notarial statement of power of attorney. Additionally, it will be necessary to include the complete identification form of the bidder attached to the Specifications. (ANNEX I)

## **2.8. Opening Act:**

***Considering the health emergency arranged by the competent national authority, there will NOT be a face-to-face opening of bids.***

The opening of the bids will be held on **Thursday 12nd August, 2021 at 11:00** by the acting public notary, together with a representative of the Purchase Department of Centro Ceibal, by videoconference which will be recorded for the record of the bidders and the institution. The public notary will proceed to receive the offers and download them, controlling all the documentation presented, and will prepare the respective certificate, which will be notified by the Purchase Department to the bidders together with a copy of the received offers, to the email reported, if requested.

Once the offers have been analyzed, CENTRO CEIBAL may grant the bidders a reasonable period of time to overcome the defects, formal deficiencies or obvious or minor errors, as long as the equality of the bidders is not materially altered.

## **2.9. Disclaimer of Liability:**

CENTRO CEIBAL may desist from the call at any stage of its completion, or may reject all offers. None of these decisions will generate any right of the participants to claim for expenses, fees or compensation for damages. It is stated that the expenses, fees and other items included directly or indirectly with the elaboration, preparation and presentation of its offer will be on the bidder.

### 3. SECTION 3 - FORM AND CONTENT OF THE OFFER

The offer must be written in Spanish.

#### 3.1. Content of the Offers:

**Refer to what is indicated in section 8 of the Technical Annex.**

In the event that confidential information is presented, by way of example: customer information, which may be the subject of intellectual property and those of a similar nature, it must be delivered separately in a sealed envelope whose cover classifies the content as confidential (article 10 of Law No. 18,381, of October 17, 2008). In case of sending it through the Portal, said information must be included duly identified as "Confidential Information" within the zip / rar file that contains the entire offer.

Only Centro Ceibal will have access to this information for the purpose of evaluating the offer. Prices and descriptions of goods and services offered and the general conditions of the offer are not considered confidential.

The bidder must guarantee that it will transfer to CENTRO CEIBAL the improvements in technology that may occur during the execution of this call and during the contracting in case of being awarded.

In **Annex II Price Table** (Technical Specifications) the quotation must be shown, in US dollars, breaking down the taxes. If they are not broken down, they will be understood to be included in the total price offered. If there are no taxes, the supplier must declare it in the offer and indicate the justification or accompany the documentation that proves the declaration.

When the price adjustment parameter is specified in the offer, it will begin to be applied from the award.

The condition and term of payment may be:

- (i) 30 days from the invoice date and previous conformity of the product and / or service, by bank transfer in a BROU account.
- (ii) By international bank transfer as agreed with the provider, prior product / service agreement.

If during the period of maintenance of the offer, and / or during the validity of the contractual relationship, the current tax system, as well as other taxes that may be created, are levied on the supply, said taxes will be charged to the supplier in the terms and conditions established by the legal and / or regulatory norm.

### 4. SECTION 4 – EVALUATION OF OFFERS AND AWARD

#### 4.1. Teams for the evaluation of the submitted proposals:

Teams of Specialists designated for this purpose will evaluate the offers according to the background and experience of the bidder, the technical and commercial aspects.

Said Teams of Specialists will make their respective reports in their areas of competence and a joint final report with the award recommendation to CENTRO CEIBAL Board of Directors, who will order the award or cancel the purchase.

#### 4.2. Evaluation criteria:

The evaluation of the offers does not oblige CENTRO CEIBAL to define the award based exclusively on the cheapest offer or the best technical offer; This concept also requires a tight overall weighting, taking into account, among other factors, technical aspects, company history, delivery times, etc.

Centro Ceibal reserves the right to negotiate the conditions of the offer with the one / s that it deems most convenient to its interests, without this giving rise to any claim on the part of the remaining bidders.

#### 4.3. Preference Regimes:

Centro Ceibal in each case will analyze whether it corresponds to grant the preference according to the provisions of current regulations. The bidder is responsible for submitting it within the terms provided in the call and other requirements established in current regulations. Centro Ceibal is not obliged to suspend the call process due to the unavailability by the interested party of said documentation in the times defined in the call.

**A) National Industry Preference:** Art. 41 of Law No. 18,362 and Executive Power Decrees No. 13/2009 and 164/13, as well as in the amending, interpretive and concordant regulations.

Bidders who wish to benefit from the benefit must declare in their offer if the goods / services qualify as national in light of the requirements of current legislation. In the event that it is declared that the work/s qualify as national/s, the bidder requires: (i) sworn statement detailing the goods or services to be provided that qualify as national; and (ii) in the event of being a successful bidder, they must present the respective certificate of origin issued by the Certifying Entities, within a period of no more than 10 business days.

In the absence of a declaration, or if the aforementioned information is not presented, it will be interpreted that the work / s do not qualify as national / s and no preference will be granted.

**B) 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, interpretive and concordant regulations.

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

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

In the event of being a successful bidder, the respective certificate of origin issued by the Certifying Entities must be presented within a period of no more than 15 business days.

In compliance with the provisions of numeral i) of literal c) of article 11 of the Disc. 371/10 of December 14, 2010, it is stated that the *Reserva de Mercado* mechanism does not apply to this call.

#### 4.4. Final report of the evaluation of offers:

The members of the Specialist Teams will make a final report; and prior to being submitted to the consideration of Centro Ceibal Board, the bidding companies will be able to see that report for a period of 5 business days from the first day following notification. Within this period, the bidders may formulate in writing the considerations that they deserve the procedure carried out up to that moment and the report of the *Comisión Asesora de Adjudicaciones*. It is not necessary to wait for the expiration of said period to award, if the bidders state in writing that they have no considerations to formulate.

#### 4.5. Award:



CENTRO CEIBAL reserves the right to award the tender to the offer or offers that it considers most convenient for its interests and the needs of the service, being able to depart from the report and recommendation of the Specialist Teams for well-founded reasons, not being obliged to make the award in favor of the lowest price offer or the best technical offer, being able to cancel the purchase if it understands that there are considerations of merit or convenience that justify it, even without expression of cause or responsibility as indicated in point 2.9 of the present Documents.

In this context, it is empowered to:

- award the tender to the bidder who meets the best conditions.
- not award any or any item.
- split the award.
- award a lower amount to the bidder.
- consider as a preponderant aspect to reject an offer, the background of the bidders related to the commercial conduct assumed in the fulfillment of contracts with the same and, with other state organisms.

Once the successful bid has been defined, CENTRO CEIBAL will communicate the decision to all the bids that remain in force on the date of the communication.

## **5. SECTION 5 – SIGNING THE CONTRACT.**

### **5.1. Communication to the Awardee:**

The communication sent to the awarded offer (to the email denounced), will constitute the confirmation of the award of the tender. The adjudication resolution, this Document, and the Bidder's Proposal will constitute the contract between the parties, until the respective contract is signed. If there is a conflict between what is established in the award resolution, this Document and the Company's Proposal, the first two documents will prevail; at any stage of this contest.

### **5.2. Constitution of Guarantee:**

Within the 20 business days following the communication of the award, the selected bidder will constitute a guarantee of faithful fulfillment of the contract, equivalent to 5% of the awarded amount. Said guarantee may be established at the discretion of the Centro Ceibal, through withholdings in payments, or through any of the instruments detailed below: cash deposit, public securities, surety or bank guarantee, or surety insurance policy. In the case of a foreign bank or insurer, it must have representation in Uruguay or be accepted by a local banking / insurance institution.

The guarantee must be allowed with clauses that contemplate its validity until the total fulfillment of the contractual obligations of the object of the contract and will be available to CEIBAL.

If the guarantee is not constituted in the manner and term indicated, CENTRO CEIBAL may cancel the award. In this case, CENTRO CEIBAL may reconsider the study of the offer excluding the bidder awarded in the first instance.

The guarantee of faithful compliance with the contract may be executed in the event that the successful bidder does not comply with the contractual obligations. And it will be returned once the fulfillment of all contractual obligations has been accredited.

### **5.3. Contract Signing:**

The parties agree a maximum period of 30 days from the award to the signing of the contract. In the case of foreign companies, and for the purposes of signing the contract and for any litigation that may arise,

Centro Ceibal may require the bidder (s) awarded (who do not have a domicile in Uruguay), to appoint a legal representative residing in Uruguay for the purposes of notifications.

The following documentation will form part of the contract, in the following order:

- 1) Contract
- 2) Tender Documents
- 3) Awarded Offer

The minimum time horizon that Ceibal is able to guarantee for a contract is 3 years, provided that the project is successful in its first year of implementation.

#### 5.4. Sanctions:

The conducts that constitute non-compliance by 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 entity of the breach, and that will range from 5% to 20% of the monthly billing for the contracted service. In the case of the acquisition of products, in the event that the selected supplier falls behind in the quantities and delivery terms agreed, and unless something different has been provided in the Technical Specifications, or the parties have agreed to something different in the contract, it will be sanctioned with a fine equivalent to 5% of 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 supplier having delivered the purchased equipment, it will be grounds for termination of the contract.

In the event of application of fines, CENTRO CEIBAL is empowered to withhold the amount thereof from the sums that the Awardee would have to receive.

- ☞ **Termination of the Contract for total or partial breach.** By way of example, the following may give rise to the termination of the contract:
  - 📄 Failure to comply with the obligations established both in this document and in the Service Level Agreement, which, in the opinion of CENTRO CEIBAL and by a well-founded resolution, make it inconvenient for the Awardee to provide services.
  - 📄 That the Awardee incurs in fraud, gross negligence or breach of the obligations and conditions stipulated in the Tender Documents, Offer and in the Contract.
  - 📄 Failure to pay the corresponding tax and insurance obligations. CENTRO CEIBAL may require the awarded company to certify that it is up to date in the payment of current social laws, tax contributions, health insurance that corresponds, as well as that the staff is insured against work accidents, in accordance with the current dispositions.

In any of the aforementioned cases, CENTRO CEIBAL may rescind the contract, and claim the damages caused by said breach plus the corresponding fine.

#### 5.5. Competent Jurisdiction:

The jurisdiction with respect to any interpretation or elucidation of disputes that may arise from the tender or the contract, shall be under the jurisdiction of the Courts of the city of Montevideo, of República Oriental del Uruguay, in accordance with the provisions in force in Uruguay.

**5.6. Non-exclusivity:**

The commercial relationship generated between CENTRO CEIBAL and the awarded bidder (s) shall be non-exclusive, and CENTRO CEIBAL may enter into agreements with third parties whose terms and services are similar or equivalent.

**5.7. Contract extensions:**

Centro Ceibal reserves the right to increase the amount awarded on equal or better commercial terms, or on more advantageous terms than those resulting from the awarded offer.

**5.8. Arrears:**

The awarded supplier will fall into default by right without the need for judicial or extrajudicial management or interpellation of any kind for the sole expiration of the agreed terms and terms, for the performance of any act or fact that translates into doing or not doing something contrary to what is established in the commercial relationship.

**ANNEX I****BIDDER IDENTIFICATION FORM**

<b>Purchase Process</b>	LPI PLATAFORMA DE MATEMÁTICA
<b>Company Name:</b>	
<b>Trade Name:</b>	
<b>R.U.T.:</b>	
<b>No. Policy BSE:</b>	
<b>Country/City:</b>	
<b>Postcode:</b>	
<b>Address:</b>	
<b>Phone Number:</b>	
<b>E-Mail:</b>	
<b>Contact Person:</b>	
<b>Signature:</b>	
<b>ID Number:</b>	

**The means by which  
you learned about the  
call:**

- Diario de circulación nacional
- Mail
- Portal de Compras
- Revista Contacto
- Others (indicate in observations)

**Observations:**

**ANNEX II****AUTHORIZATION LETTER MODEL**

Montevideo, \_\_\_\_\_, 2021

The undersigned on behalf of the bidder \_\_\_\_\_ RUT / Tax identification number \_\_\_\_\_ authorize \_\_\_\_\_, ID Number \_\_\_\_\_, to represent us at the opening ceremony of the *LPI Mathematics Platform*, on \_\_\_\_ day of \_\_\_\_, 2021, in order to present the offer and / or formulate clarifications / observations.

For the bidder

Representative signature:

Clarification:

ID Number:

Attach a photocopy of the documentation that proves the representation of the person issuing said authorization.

**ANNEX III****Sworn Declaration Model:**

The undersigned (name of the person signing and having powers to represent the company) on behalf of (name of the offering company) declares that the bidding company qualifies as MIPyME according to the attached certificate issued by DINAPYME, and therefore the services, the works, the goods, qualify as a national in accordance with the current legal regulations (Dec. 371/2010, Article 8).

The price offered is discriminated according to the following detail:

Goods \_\_\_\_\_ XX%

Materials \_\_\_\_\_ XX%

Workforce \_\_\_\_\_ XX%

Total \_\_\_\_\_ 100%

It is estimated that the national workforce represents XX% of the total workforce previously declared.

It is estimated that the goods that qualify as national represent XX% of the total of goods declared previously.

It is estimated that materials that qualify as national represent XX% of the total of materials declared above.

Therefore, I request the application of the benefit enshrined in art. 10 of Decree 371/2010.