



BIDDING DOCUMENT OF GENERAL TERMS AND CONDITIONS

Public Pricing Tender

CALL AIM: Robotics Kits 2023

Publication of the Bidding Document and Queries on our website:

www.ceibal.edu.uy

Deadline for queries: Until February 10, 2023, 5:00pm.

Date of Opening of Offers: February 15, 2023, 11:00 am.

1. SECTION 1 – CALL AIM.

1.1. *Centro Ceibal para el Apoyo a la Niñez y la Adolescencia (Centro Ceibal)* a non-state public entity created by Law No. 18,640, of January 8, 2010, has among its tasks, among others, the management of Plan Ceibal (*Programa para la Conectividad Educativa de Informática Básica para el Aprendizaje en Línea*), *Programa Jóvenes a Programar* (Decree 407/016 dated December 26, 2016), without prejudice to other programs that for reasons of public interest the Executive Branch assigns. In this context, CENTRO CEIBAL calls for a Public Pricing Tender, for the purposes of the **Acquisition of Robotics Kits 2023**.

1.2. TECHNICAL DOCUMENT: See Technical Annex.

2. SECTION 2 - REGULATIONS GOVERNING THE PROCEDURE OF ACQUISITION

2.1. Rules that govern the call: The Public Pricing Tender will comply with the provisions of this General and Specific Terms and Conditions and *Reglamento de Compras y Contrataciones de Bienes, Servicios y Obras* (). Likewise, the selection of the bidder and the contractual execution will be governed by the following general principles: transparency; absence of ritualism; materiality; veracity; equal treatment; due process; concurrence; and 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 Document. By the mere presentation of the bidder, it is considered that he accepts this Bidding Document and other provisions applicable to this call. In case of conflict between the Bidding Document and the offer, the Bidding Document will prevail.

2.2. Queries of the Bidding Document: Queries and answers, as well as the extension request, will be made through the Ceibal Center Portal <http://compras.ceibal.edu.uy/vigentes/> before **February 10, 2023, 5:00 pm**. For these purposes, the interested party must provide their contact information, which must be unique and related to each bidder. The content of the questions and answers 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 replies. 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 query after the deadline set for it.

The conditions of the present call 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 this Bidding Document.

2.3. Modifications to the Document and Extension/Cancellation: CENTRO CEIBAL may modify the specification either on its own initiative or in response to a query or observation made by an interested party. When the modification is of a substantial nature and may increase the number of interested parties, it will be disseminated through the same means used in the original call. Likewise, CENTRO CEIBAL will have the discretionary power to extend or cancel the call, without expression of cause and responsibility. The extensions or cancellation 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 the Portal <http://compras.ceibal.edu.uy/vigentes/> no less than 5 (five) business days in advance of the date established in the Tender for opening.

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

2.4. Communications: All communications between the bidders and CENTRO CEIBAL, prior to the opening of offers, will be made through the Portal <http://compras.ceibal.edu.uy/vigentes/>. Once the offers are opened, the communications made to the email denounced by the bidder will be understood as valid. Such communications constitute authentic and personal means of notice.

2.5. Requirements:

A. Bid submission requirements: In the case of national companies, 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 its offer the business name, No. RUT, No. BPS, and No. BSE Policy.

B. Representation of the Bidder: If the bidder is a Commercial Company (domestic 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 he appears by proxy, he must also attach the first copy of the mandate, notarial testimony thereof, or another document from which the representation invoked results, in the event that 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 notarized, if applicable, before the contract is awarded and/or signed.

C. Legal Status of Bidders: Both national and foreign legal persons may participate, individually, associated or in a consortium, that meet the requirements established in the specifications governing this tender.

D. Validity of the Proposal: The offers will be valid for a minimum period of 90 calendar days, automatically extendable for the same successive periods, unless there is a written communication

by the bidder, not agreeing to the aforementioned renewal, which must be communicated in advance not less than 15 (fifteen) business days before the expiration of the validity period or its extensions.

E. Inhibition of participating in the Public Pricing Tender: the persons who are employees, consultants or contracted personnel of CENTRO CEIBAL, that intervene in this procedure of hiring or that have intervened in their previous phases, cannot 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. Reception of Offers: until **February 15, 2023, 11:00 am.** (before the opening of offers)

Offers can only be sent through the Portal <https://compras.ceibal.edu.uy/vigentes>. The proposal must be attached in a file with a password 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 according to the provisions of point 3 of these Specifications. The complete offer (zip/rar file) may not exceed 50 Megabytes; however, it is allowed to include text documents in the zip/rar file with access to links that contain the information required in this Specification

At the same time, **the bidder will send the password to the acting Notary to the following email address password@ceibal.edu.uy.** In the opening act, the acting Public Notary will proceed to open the offer.

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

CENTRO CEIBAL will issue a certificate 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 said proof before opening the bids.

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

Centro Ceibal ensures the confidentiality of the offer until the moment it is opened.

2.7. Formalities: The bidder must submit the offer on file duly identified with the name of the bidder. The file must include contact information (*), and Subject, **Ref.: Acquisition of Robotics Kits** (*) In case of having made queries prior to the opening act, the same contact information that was reported by that means must be provided, in order to avoid any type of confusion between the bidders. It should be noted that the bidder is entirely responsible for the veracity and uniformity of the information provided.

The first page of it must be signed by the legal representative of the company, which must be accredited by means of a notarial certificate of representation, or notarial testimony of power. Additionally, it will be necessary to **include the complete identification form of the bidder attached to the specifications.**

2.8. Opening: The opening of the offers will be held virtually on **February 15, 2023, at 11:00 am** by the acting public notary, together with a representative of the Purchase Department of Centro Ceibal.

The public notary will proceed to receive the offers and download them, controlling all the documentation presented, and will draw up the respective minutes, which will be notified by the Purchase Department to the bidders along with a copy of the offers received, by email reported if requested.

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

2.9. Exemption from Liability: CENTRO CEIBAL may withdraw from the call at any stage of its completion, or may reject all offers, without expression of cause and without liability. None of these decisions will generate any right of the participants to claim for expenses, fees or compensation for damages. It is recorded that the expenses, fees and other items included directly or indirectly with the elaboration, preparation and presentation of its offer will be the cost of the bidder.

3. SECTION 3 - FORM AND CONTENT OF THE OFFER

The offer must be written in Spanish.

- a. **Content of the offers, according to point 4 of the Technical Specifications.**

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 included duly identified "Confidential Information" within the zip/rar file that contains the entire of the offer (article 10 of Law No. 18,381 of October 17, 2008). Only Centro Ceibal will have access to said information for 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.

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

- b. Economic proposal:

The goods must be quoted in accordance with point 8. Annexes of the Technical Specification.

The goods will be quoted incoterm 2020 CIF Mvd, in US dollars.

The insurance coverage for the incoterm 2020 CIF Mvd must include:

- (i) All risk insurance clause A (+war and strike).
- (ii) 15 days of stay in Uruguayan customs after the arrival of the cargo at the port/airport.

The payment method may be:

(i) Through irrevocable and transferable Letter of Credit against conformity of the required documentation (commercial invoice, bill of lading, packing list, etc.).

(ii) Credit 30 days from the invoice date by national or international bank transfer prior conformity of the product and/or service.

c. **Conditions and delivery schedule: according to what is indicated in point 5 of the Technical Specifications.**

- (i) **Delivery period:** The delivery date to be considered will be the date from which the delivered product becomes available for entry into stock, through quality control. If a product is rejected at entry, it is considered NOT delivered until it meets the conditions specified in the agreement. This situation may expose the supplier to penalties for non-compliance with the delivery period (due to having delivered a product that does NOT meet the specifications or presents an incidence of unacceptable defective units).

Place of delivery: in the logistics operator of Centro Ceibal, or to be agreed.

4. SECTION 4 – EVALUATION OF OFFERS AND AWARD.

4.1) **Bids will be evaluated in accordance with the provisions of point 6 of the Technical Specifications.**

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

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

4.2. **Awarding:** CENTRO CEIBAL reserves the right to award to the offer or offers it deems most convenient for its interests and the needs of the service, being able to deviate from the report and recommendation of the Teams of Specialists for well-founded reasons.

In this context, it is empowered to:

- award to the proponent who meets the best conditions.
- not award any or no item.
- split the award.
- award less than the bid.
- change the distribution of quantities.
- consider as a preponderant aspect to reject an offer, the antecedents of the bidders related to the commercial conduct assumed in the fulfillment of contracts with the same and, with other state agencies, and private companies.

Once the winning offer has been defined, CENTRO CEIBAL will communicate the resolution to all offers that were still valid on the date of communication.

5. SECTION 5 – SIGNING OF THE CONTRACT.

5.1. Communication to the successful bidder: The communication sent to the awarded offer (to the denounced email) will constitute the confirmation of the award. The award resolution, this Specification, 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, the Specifications and the Company's Proposal, the first two documents will prevail; at any stage of this contest.

5.2. Constitution of Contract Compliance Guarantee: Within 20 calendar days following the notification of the award, Centro Ceibal will require the selected bidder to constitute a guarantee of faithful performance of the contract, equivalent to 5% of the amount awarded. Said guarantee may be constituted at the discretion of Centro Ceibal, through a cash deposit, public securities, bond or bank guarantee or bond 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. If the schedule corresponding to the fulfillment of the contract should be extended, the Contract Performance Bond must be extended for the corresponding term, in case of having an established expiration. If the guarantee is not constituted in the manner and term indicated, Centro Ceibal may annul the award, and reconsider the study of the call, excluding the bidder awarded in the first instance.

The guarantee of faithful performance of the contract may be executed in the event that the successful bidder does not comply with the contractual obligations and will be returned once compliance with all contractual obligations by the awarded company has been accredited.

5.3. Confidentiality: The Awardee 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 this contract. Consequently, it will not disclose, use, publish, disclose or in any way directly or indirectly communicate all or part of the information to third parties or give access to unauthorized persons, under any circumstances, unless there is written authorization from CENTRO CEIBAL.

The same obligation is assumed by CENTRO CEIBAL with the obligation classified as confidential by the Awardee.

5.4. Sanctions: The conducts that constitute non-compliance of the Awardee, may give rise to the imposition of the following sanctions:

Fine: The Awardee may be penalized with a fine. In the case of the acquisition of products, in the event that the selected supplier is late in the agreed quantities and delivery terms, and unless something different has been provided in the Technical Specifications, or the parties have agreed something different in the contract, it may be penalized 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 case of application of fines, CENTRO CEIBAL is empowered to withhold the amount of the sums that the Awardee had to receive.

Termination of the Contract for total or partial breach. CENTRO CEIBAL may require the winning company to prove that it is up to date with 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 terminate the contract, and claim damages caused by said breach plus the corresponding fine.

5.5. Competent jurisdiction: Jurisdiction regarding any interpretation or elucidation of disputes that may arise from the bidding or the contract, will be the jurisdiction of the Courts of the city of Montevideo, of República Oriental del Uruguay, in accordance with the provisions in force on the matter in Uruguay.

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

5.7. Contract extensions: Centro Ceibal reserves the right to increase the amount awarded in the same or better commercial terms, or in more advantageous terms than those resulting from the awarded offer.

5.8. Arrears: The awarded supplier will fall into default by operation of law without the need for judicial or extrajudicial management or interpellation of any kind due to the mere expiration of the agreed deadlines and terms, due to 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

Purchase Process	CPP Kits de Robótica 2023
Company Name:	
Trade Name:	
R.U.T.:	
No. Policy BSE.:	
Country/City:	
Postcode:	
Address:	
Phone Number:	
E-Mail:	
Contact Person:	
Signature:	
ID Number:	
Means by which you learned about the call:	<input type="checkbox"/>
	<ul style="list-style-type: none">- Diario El País- Diario El Observador- La Diaria- Mail- Portal de Compras- Revista Contacto- Others (indicate in observations)
Observations:	