



## **GENERAL BIDDING TERMS AND CONDITIONS**

Ceibal Center for the Support to Childhood and Adolescent Education (hereinafter, Ceibal Center), calls for vendors to integrate the registry of vendors of:

### **EDUCATIONAL PRODUCTS, DEVELOPED OR TO BE DEVELOPED, INTEGRATED WITH CREA2 (SCHOOLOGY)**

The terms and conditions are established in this Terms and Conditions and in the Specifications APPENDIX A

### **GENERAL CONSIDERATIONS ABOUT THE REGISTRY**

Those interested in taking part in the registry of educational proposals (hereinafter Registry) , shall comply with the conditions prescribed in this General Bidding Terms and Conditions and in the Specifications (APPENDIX A).

The registration in the Registry does not imply a procurement obligation by Ceibal Centre. Moreover, Ceibal Centre may at any time call for tender or bids for hiring of services purpose of the Registries.

Costs, fees and other expenses incurred in for the registration in the Registry shall be borne by those interested.

Ceibal Centre may select among those registered, those vendors which, at its discretion, meet the requirements in terms of, by way of illustration, background, price, terms, experience in the provision of the service, etc. Ceibal Centre may negotiate the conditions of the contract with those vendors it deems more convenient according to its interest, and the remaining vendors shall have no right to make any claim whatsoever. Based on the assessment, Ceibal Centre may enter into agreements with one or several selected vendors.

Resolutions arising from this Registry shall be published in the Procurement site of Ceibal Centre:  
**compras.ceibal.edu.uy.**

Those people who as officers, advisers or hired staff of Ceibal Centre, take part in this procedure, have taken part in its previous stages and/or shall take part in the hiring stage, may not register in the Registry or have a dependent or contractual relationship whatsoever with the registered companies. Failure to comply with this disposition may cause the removal of the Vendor from the Registry, or the termination of the contract, as the case may be.

Vendors may request to be removed from the Registry at any time in written, and Ceibal Centre may remove at any time, on justified grounds, the vendors thereof.

#### **1. Registration of Vendors–Proposals:**

**Vendors that intend to take part in the Registry should register and send their proposals via any of the following means:**

- a) **In person at the Procurement Department** in the Administration and Finance Management of the Centre (Avda. Italia 6201, Los Ceibos Building), Monday through Friday (except holidays) from 9 am to 5 pm.
- b) Sent through the website **compras.ceibal.edu.uy**. The proposal shall be attached in a file using .zip



or .rar format. The file shall be identified and dated, and shall contain all the documents that make up the offer clearly identified. The complete offer (zip/rar file) may not exceed 25 megabytes; however, including in the zip/rar file text documents with access to links containing the information requested in the Bidding Terms and Conditions shall not be possible.

CEIBAL CENTRE reserves the right to request at any time and prior to the hiring the original documentation in paper.

In case of furnishing confidential information, such as: information about clients, which may subject to intellectual property and that of similar nature, it shall be furnished in a closed separate envelope labelled as confidential (section 10 of Law no. 18.381 as of October 17<sup>th</sup>, 2008). In case of sending such information through the Website, it shall be duly labelled as "Confidential Information" within the zip/rar file containing the whole offer. Only Ceibal Centre shall have access to such information with the purpose of assessing the offer. Prices and descriptions of offered goods and services as well as the bidding terms and conditions shall not be considered confidential.

In the aforementioned cases, CEIBAL CENTRE shall issue a certificate of registration to the Registry and receipt of the offer which shall serve as sole means of proof.

## 2. Assessment Stages:

Ceibal Centre shall make regular closings to assess the proposals received up to such dates.

The following closing dates are:

1st closing	2nd closing
June 22 <sup>nd</sup>	November 15 <sup>th</sup>

Dates may be modified in case Ceibal deems it convenient. Change of dates as well as new closing dates shall be published in the Procurement site: **compras.ceibal.edu.uy**.

Regardless of these assessment stages, proposals may be furnished at any time throughout the year, as from the opening of this registry. The Registry shall remain open for bidders intending to register, which may do it at any time as described in item 1 above. However, Ceibal Centre shall not be obliged to assess the vendors registering up to the expected and informed closing dates.

Each year, Ceibal Centre may call for public bids to form the Registry (Re opening of the Registry) with the subsequent assessment. Those vendors that are already registered shall not need to register again.

## 3. Inquiries and Answers:

Inquiries and answers shall be made through the Site of Ceibal Centre **compras.ceibal.edu.uy**. For such purposes those interested shall submit their contact information, which shall be unique and related to each bidder. The content of the inquiries and answers shall be of public access to any plausible bidder which enters to the Site, and the contact information of the person making the inquiry shall be kept confidential. The term for making inquiries shall expire **three working days before each closing**.

CEIBAL CENTRE shall answer inquiries, and it shall not be obliged to follow a default order when answering them.



The conditions of this Registry shall also include the inquiries made by the bidders, together with the written answers given by CEIBAL CENTRE, which shall be integral part of the Bidding Terms and Conditions.

All communication between the bidders and CEIBAL CENTRE, prior to the assessment of the offers shall be made through the Website **compras.ceibal.edu.uy**. Once offers have been assessed, communications made via e-mail to the address set forth by the bidder shall be considered valid.

#### **4. Formal conditions:**

National and foreign legal entities, individually, as pool or association, or by means of a representative may take part. When registering, each vendor shall present identification data (company name, domicile and taxpayers sole registry number), representation (for instance, photocopy of power of attorney), and contact information (telephone, fax, contact person and e-mail address) for the purposes of notification, and all other necessary information that may be assessed by Ceibal Centre.

Tratándose de empresas nacionales Centro Ceibal controlará que los oferentes estén al día con los certificados de BPS, DGI, y BSE, durante todo el proceso y en caso de contratación durante el término de la misma. A estos efectos el oferente deberá especificar claramente en su oferta la razón social, No. RUT, No. BPS, y No. Póliza BSE.

In the case of national companies, Ceibal Centre shall verify that bidders are up to date with BPS (Social Welfare Bank), DGI (Taxpayers Sole Registry) and BSE (State Insurance Bank) certificates, during the whole process and in the case of being hired during the term thereof. For such purposes, the bidder shall clearly specify in its bid the company name, taxpayers sole registry number, BPS number and BSE policy number.

#### **5. Conditions of Service:**

Vendors intending to take part in the Registry shall be able to comply with the conditions detailed in **APPENDIX A**.

##### **I. GENERAL TERMS AND CONDITIONS OF CONTRACT:**

- Contract: With regard to the hired vendor(s), the resolution of the Board of Directors of Ceibal Centre, and this Bidding Terms and Conditions shall constitute the agreement between the parties. In case the parties agree on the execution of an agreement, these provisions shall complement provisions agreed therein.
- Performance Bond: Ceibal Centre may request awarded bidders to grant a contract performance bond equivalent to 5% of the amount of the contract. Such bond may be constituted at Ceibal Centre's discretion, through payment retentions, or through any of the following instruments: cash deposit, public securities, bail or bank guarantee or bond insurance policy (in case of a foreign bank institution/insurer, it shall have representation in Uruguay or be accepted by a local bank institution/insurer). Moreover, if the guarantee is issued by a bank or insurance institution, the guarantee documents shall contain a clause that prescribes that the referred guarantee may only be released prior written communication by Ceibal Centre. The contract performance bond may be executed in case the awarded bidder does not comply with contractual obligations. It shall be returned once the compliance with all contractual obligations has been certified.
- Hiring Term: The hiring shall be carried out for the term agreed at by the parties in each case, and/or while the vendor is registered in the corresponding Registry. Without prejudice of the



aforementioned, any of the parties may render the hiring ineffective, at any time and without liability with 60-day notice.

- Business Conditions: Payments shall be made 30 days upon the invoice date, and subject to compliance with the service, through bank wire in a BROU account. Proposals shall show the quote as follows:
  1. For products developed/to be developed locally, the quote shall be in Uruguayan pesos with itemized taxes. In case of not itemizing them, these shall be considered as included in the total price bided. It may include the parametric adjustment which would be applied as from the award.
  2. Products developed/to be developed abroad may present the quote in US dollars or in Uruguayan pesos with itemized taxes. . In case of not itemizing them, these shall be considered as included in the total price bided. It may include the parametric adjustment which would be applied as from the award.

Taxes, current or future, levied on the hired service shall be borne by the vendor in the terms and conditions prescribed by legal and/or regulatory dispositions.

- Penalties for Noncompliance: If the selected vendor fails to comply with the hired service, and unless otherwise specified in the Technical Specifications, or otherwise agreed at by the parties in the contract, it shall be penalized with a fine to be determined according to the magnitude of the noncompliance, and which shall range between 5% and 20% of the monthly invoicing for the hired service. With regard to product acquisition, if the selected vendor falls behind in the agreed amount of delivery terms, unless otherwise specified in the Technical Specifications, or otherwise agreed at by the parties in the contract, it shall be penalized with a fine equivalent to the 5% on the value of the supply it should have delivered. The penalty shall be applied as from the working day following the expiration of the delivery term. For each additional week the delivery is delayed, the penalty shall increase by 1,5%. A delay in the delivery by the vendor of the acquired equipment exceeding 30 calendar days shall be considered as valid grounds for the termination of the contract. When applying penalties, Ceibal Centre shall be entitled to withhold and discount from the outstanding payments the amount thereof from the sums that were to be received by the vendor.
- Default: The hired vendor shall fall into arrears by operation of law without need of judicial or extrajudicial demand or proceeding whatsoever by the mere expiration of agreed terms, by any act or fact that results in doing or failing to do something contrary to dispositions from the commercial bond.
- Competent Jurisdiction: The jurisdiction regarding any interpretation or resolution of disputes that may arise from this call or in the contract, shall be competence of the Courts of Montevideo, Oriental Republic of Uruguay, according to effective national dispositions on the subject.
- Non exclusivity: The commercial bond generated between Ceibal Centre and the hired vendor(s) shall be non-exclusive, being Ceibal Centre authorized to enter into agreements with third parties which terms and services may be similar or equivalent.
- Increase/Reduction of the Contract: According to the needs of Ceibal Centre, it reserves the right to increase, reduce, vary the volume of assigned work/acquired products.



- Confidentiality: The hired vendor agrees to keep strict confidentiality regarding the documentation and information provided by Ceibal Centre or generated as a result of the hiring. This obligation also covers the employees of the vendor and other subcontracted companies. Therefore, it shall not disclose, use, publish, reveal or communicate in any way whatsoever, directly or indirectly, in whole or in part, information to third parties nor shall grant access to non-authorized persons, under no circumstance (even after the termination of the commercial bond), except written authorization by Ceibal Centre. Ceibal Centre undertakes an equivalent obligation with regard to the information qualified as confidential by the vendor.