



TENDER DOCUMENT OF GENERAL TERMS AND CONDITIONS

Public Pricing Tender

CALL AIM: Acquisition of Charging Carts

Publication of the Tender Document and Queries on our website:

www.ceibal.edu.uy

New Deadline for queries: until February 15, 2024, 5 p.m.

New Date of Opening of Offers: February 22, 2024, 2 p.m.

1. SECTION 1 – CALL AIM.

1.1. Ceibal, a non-state public entity created by Law 18.640, is the center for educational innovation with digital technologies of the Uruguayan State, at the service of educational public policies. It promotes the integration of technology in education in order to improve learning and promote processes of innovation, inclusion and personal growth. In this context, CENTRO CEIBAL, calls for a Public Price Tender, for the purpose of the **Acquisition of Charging Carts** according to the technical characteristics detailed in the following points.

1.2. TECHNICAL DOCUMENT: See Technical Annex.

2. SECTION 2 - REGULATIONS GOVERNING THE PROCEDURE OF ACQUISITION

2.1. Rules that regulate the call: The Public Pricing Tender will be adjusted to what is established in the present General and Specific Terms and Conditions and to the *Reglamento de Compras y Contrataciones de Bienes, Servicios y Obras* (<https://compras.ceibal.edu.uy/public/download/adjuntos/2>). 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 procedure; 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 Tender Document and other provisions applicable to this call. In case of conflict between the Tender Document and the offer, the Tender Document will prevail.

2.2. Queries to the Tender Document: Queries and responses, as well as requests for extensions, shall be made through Centro Ceibal Portal <http://compras.ceibal.edu.uy/vigentes/> before **February 15, 2024, 5 p.m.** For this purpose, the interested party shall provide its contact information, which shall be unique and shall be related to each bidder. The content of the queries and responses will be

of public access for any interested party who enters the Portal, while the contact details of the person who has made the query will be kept confidential.

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 Tender Document.

2.3. Modifications to the Bidding Document 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 in the opening of bids, he must make his request through the Portal <http://compras.ceibal.edu.uy/vigentes/> at least 5 (five) business days before the date established in the Tender Document 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 bids, will be made through the Portal <http://compras.ceibal.edu.uy/vigentes/>. 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: 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.

B. Representation of the Bidder: If the bidder is a Commercial Company (national or foreign), it must be attached to the offer the notarial certificate accrediting the constitution, validity and representation thereof, according to the social contract, or bylaws. If he appears by proxy, he must attach, likewise, the first copy of the mandate, notarial testimony of the same, or another document which results in the representation invoked, in case the representation does not arise from the notarial certificate and / or bylaws. 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 award and / or signature of the contract.

C. Legal Status of the Bidders: Both national and foreign legal entities which comply with the requirements established in the bidding rules may participate, individually, as an associate or consortium.

D. Validity of the Proposal: The offers will be valid for a minimum period of 90 calendar days, automatically renewable for the same successive periods, unless written communication is provided by the bidder, not acceding 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 submitting to 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 22, 2024, 2 p.m.** (before the opening of offers):

Offers may only be submitted through the Portal <https://compras.ceibal.edu.uy/vigentes>. The proposal must be attached in a password-protected 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 point 3 of these Documents. The complete offer (zip/rar file) shall not exceed 50 Megabytes; however, text documents with access to links containing the information required in these Documents may be included in the zip/rar file.

At the same time, the bidder shall send the password to the Notary Public at the following e-mail address **password@ceibal.edu.uy**. At the opening ceremony, the Notary Public will proceed to open the offer.

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

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 burden of the interested bidder to ensure this record 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 opening thereof will be considered valid.

Centro Ceibal ensures the confidentiality of the bid until the opening of offers.

2.7. Formalities: The bidder shall submit the offer in a file duly identified with the bidder's name. The file must include contact information (*), and Subject, **Ref.: Acquisition of Charging Carts (*)** In case of having made queries prior to the opening ceremony, the same contact information reported by

that means must be provided, in order to avoid any type of confusion among bidders. It should be noted that the bidder is entirely responsible for the accuracy and uniformity of the information provided.

The first page of the form must be signed by the legal representative of the company, which must be evidenced by a notarial certificate of representation or notarial power of attorney. Additionally, the bidder's identification form attached to the bidding documents must be completed.

2.8. Opening: Offers will be opened virtually on **February 22, 2024, 2 p.m.** by the notary public, together with a representative of Centro Ceibal's Purchase Department.

The notary public will proceed to receive the offers and download them, checking all the documentation submitted, and will draw up the respective minutes, which will be notified by the Purchase Department to the bidders together with a copy of the offers received, to the e-mail address denounced in case it is requested.

CENTRO CEIBAL, after analyzing the offers, may grant the proponents a reasonable period of time to remedy the defects, formal deficiencies or obvious or minor errors, provided that 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 execution, 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 costs, fees and other items included directly or indirectly with the elaboration, preparation and presentation of their offer will be on the bidders.

3. SECTION 3 - FORM AND CONTENT OF THE OFFER

The offer must be written in Spanish.

- a. Content of the offers, according to the item 2 of the Technical Annex.

In the event that confidential information is submitted, by way of example: client information, information that may be subject to intellectual property and those of a similar nature, it must be included duly identified as "Confidential Information" within the zip/rar file containing the entire offer (Article 10 of Law No. 18,381 of October 17, 2008). Centro Ceibal will only have access to such 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 he will transfer to CENTRO CEIBAL the improvements in the technology or in the values of it that may occur during the execution of this call and during the contracting in case of being awarded.

- b. Economic Proposal:

Goods and services shall be quoted in accordance with Annex I - Quotation Tables of the Technical Annex.

Goods shall be quoted incoterm 2020 CIF Mvd (maritime), in US dollars.

Insurance coverage for incoterm 2020 CIF MVD shall include:

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

The mode of payment may be:

- (i) By 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 invoice date by national or international bank transfer upon conformity of the product and/or service.

c. Terms and delivery schedule: according to the point 4 in the Technical Document.

- (i) Delivery time: The delivery date to be considered will be the date from which the delivered product becomes available for entry into stock, quality control through. If a product is rejected upon entry, it is considered that it was 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 the fact that he delivered a product that does NOT meet the specifications or presents an incidence of unacceptable defective units).
- (ii) Place of delivery: at Centro Ceibal's logistic operator, or to be agreed upon.

4. SECTION 4 – EVALUATION OF OFFERS AND AWARD.

4.1) The offers will be evaluated in accordance with the provisions of the Technical Document.

Evaluation Criteria: The economic offer of those proposals that have passed the technical evaluation will be studied. The following weighting will be taken into account for their evaluation: The final score of each offer, considering both the Technical Evaluation and the Economic Evaluation, will be given by the following formula:

$$(POME/PO) * 40 + (PTO/PTOMC) * 60$$

Where:

POME: is the price of the lowest offer.

PO: is the price of the offer being evaluated



PTO: is the technical score of the offer under evaluation

PTOMC: is the technical score of the best qualified offer

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 resulting in any claim from the other bidders.

4.2. Award: CENTRO CEIBAL reserves the right to award the offer (s) it deems most convenient for its interests and the needs of the service, being able to depart from the report and recommendation of the Teams of Specialists for well-founded reasons.

In this context, it is empowered to:

- award the proponent to meet the best conditions.
- not award any item.
- divide the award.
- award a smaller amount to the tender.
- modify the distribution of the quantities
- 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 it and, with other state agencies, and private companies.

Once the awarded offer is defined, CENTRO CEIBAL will communicate the resolution to all the offers that remain in force at 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 e-mail denounced), will constitute the confirmation of the award. The award resolution, this Tender Document, and the Bidder's Proposal will constitute the contract between the parties. If there is a conflict among the provisions of the adjudication resolution, the Tender Document and the Proposal of the Company, the first two documents shall prevail; at any stage of this tender.

5.2. Constitution of a contract performance guarantee: Within 20 calendar days following the communication of the award, Centro Ceibal may require the selected bidder to constitute a contract performance guarantee, equivalent to 5% of the amount awarded. Said guarantee may be constituted at the discretion of Centro Ceibal, by means of a cash deposit, public securities, bank guarantee or surety bond 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. If the schedule corresponding to the fulfillment of the contract should be extended, the Performance Guarantee must be extended for the corresponding term, in case it is due to expire.

If the guarantee is not furnished in the manner and within the term indicated, Centro Ceibal may annul the award and reconsider the study of the call with exclusion of 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 will be returned once compliance with all the contractual obligations of the awarded company has been evidenced.

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, 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 the CENTRO CEIBAL.

CENTRO CEIBAL assumes the same obligation with the classified as confidential by the Awardee.

5.4. Sanctions: The behaviors that constitute breach of the Successful Bidder, may give merit to the imposition of the following sanctions:

Fine: The successful bidder may be penalized with a fine. In the case of the purchase of products, in the event that the selected supplier is late in the agreed quantities and delivery terms, and unless otherwise provided in the Technical Conditions, or unless the parties have agreed otherwise 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 as of the business day following the expiration of the delivery term. For each additional week of delay, the fine will be increased by 1.5%. After 30 calendar days of delay, if the supplier has not delivered the purchased equipment, the contract will be terminated.

In the case of fines, CENTRO CEIBAL is authorized to withhold the amount of the sums that the Awardee is to receive.

Termination of the Contract for total or partial breach. CENTRO CEIBAL may require the awarded company to prove 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 accidents at work, in accordance with the provisions in force.

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

5.5. Competent jurisdiction: The jurisdiction over 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 in the matter 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 benefits are similar or equivalent.



5.7. Contract extension: CENTRO CEIBAL reserves the right to extend the amount awarded in equal or better commercial terms, or in more advantageous terms than those resulting from the awarded offer.

5.8. Arrears: The awarded 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.

Annex I:

BIDDER IDENTIFICATION FORM

| | |
|---|---|
| Purchase Process | CPP Adquisición de Carros Cargadores |
| 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: | <ul style="list-style-type: none">- Diario El País- Diario El Observador- La Diaria- Mail- Purchase Portal- Revista Contacto- Others (indicate in observations) |
| Observations: | |