



GENERAL TERMS AND CONDITIONS Public Pricing Tender

CALL AIM: **COMPACT ROBOTS**

Publication of the Document and Queries on our website: www.ceibal.edu.uy

Deadline for queries: until October 4, 2024, 5 p.m.

Offers Opening Date: October 9, 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 Public Pricing Tender, for the purpose of the **Acquisition of COMPACT ROBOTS** according to the technical characteristics detailed in the following points.

1.2. TECHNICAL SPECIFICATIONS – See Technical Annex

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

2.1. Regulations that govern the call: The Public Pricing 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* *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; truthfulness; equal treatment; due process; concurrency; 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 terms of the Tender Specifications. By the mere presentation of the bidder, it is considered that it accepts this Tender and other applicable provisions to the present call. In case of conflict between the Tender Specifications and the offer, the Tender Specifications shall prevail.

2.2. Queries to the Specifications: The queries and responses, as well as the request for an extension, will be made through the Centro Ceibal Portal <http://compras.ceibal.edu.uy/vigentes/> before **October 4, 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 questions and answers shall be of public access for any interested party who enters the Portal, while the contact details of the person who has made the query shall be kept confidential.

CENTRO CEIBAL will answer the queries, and is not obliged to follow a predetermined order in the answers to them. Likewise, in case of receiving queries outside the deadline, Centro Ceibal shall have the discretionary power to answer or not, without any liability whatsoever, the bidder assuming the responsibility for having made the query outside the deadline foreseen for this purpose.

The terms and conditions of this tender shall also include the queries made by the bidders, together with the written answers provided by CENTRO CEIBAL, which shall be an integral part of this 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 offers, 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 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 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: 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 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, in association or consortium, that comply with the requirements set forth in the bidding documents that govern this bidding.

D. Validity of the proposal: The offers shall be valid for a minimum period of 90 calendar days, automatically extendable for equal successive periods, unless written communication is received from the bidder, not agreeing to the aforementioned renewal, which must be communicated at least 15 (fifteen) working days prior to the expiration of the period of validity 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. Offer Reception Act- until **October 9, 2024, 2 p.m.** (before the opening of the offers):

Offers can only be sent 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 comprising the offer clearly identified in accordance with point 3 of this Document. The complete offer (zip/rar file) shall not exceed 50 Megabytes; however, text documents with access to links containing the information required in these Specifications 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 shall proceed to open the offer.

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

CENTRO CEIBAL shall issue a proof of receipt of the offer, which shall serve as the only means of proof that the offer has been received in due time and form. Therefore, it is the responsibility of the interested bidder to make sure of such proof before the opening of the offers.

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

Centro Ceibal shall ensure the confidentiality of the offer until it is opened.

2.7. Formalities: The bidder shall submit the offer in a file duly identified with the name of the bidder. The file must include contact information (*), and Subject, **Ref.: Acquisition of COMPACT ROBOTS (*)** In case of having made queries prior to the opening ceremony, the same contact information that was 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 notarized certificate of representation or notarized power of attorney. Additionally, the **bidder's identification form attached to the bidding documents must be completed**.

2.8. Opening Act: The opening of the offers will take place on **October 9, 2024, at 2 p.m.** by the acting notary, in virtual form together with a representative of Centro Ceibal's Purchase Department.

The public notary will proceed to receive and download the offers, 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 technical offers received, to the email denounced in 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 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.

- a. Contents of the offer, according to 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, "Confidential Information" must be included duly identified within the zip / rar file that contains the entirety of the offer (Article 10 of Law No. 18,381 of October 17, 2008). 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 or in its values 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 item 3.3 of the Technical Specifications. Goods shall be quoted incoterm 2020 CIF Mvd (sea) and/or CIP Mvd (air), in US dollars.

Insurance coverage for Incoterms 2020 CIF Mvd shall include:

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

The payment method may be:

(i) By means of an irrevocable and transferable letter of credit against compliance with the required documentation (commercial invoice, bill of lading, packing list, etc.).

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

c. Delivery conditions and schedule: as indicated in item 6 of the Technical Specifications.

- (i) Delivery period: The delivery date to be considered will be the date from which the delivered product is 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 failure to meet the delivery deadline (because it delivered a product that does NOT meet specifications or has an unacceptable incidence of defective units).

Place of delivery: at Centro Ceibal's logistic center, 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 item 4 of the Technical Specifications.

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 cheapest offer

PO: is the price of the offer that is being evaluated

PTO: is the technical score of the offer that is being evaluated

PTOMC: is the technical score of the best rated 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 giving rise to any claim on the part of the remaining bidders.

4.2. Award: CENTRO CEIBAL reserves the right to award to the offers it considers most convenient to its interests and to the needs of the service, being able to deviate from the report and recommendation of the Specialist Teams for well-founded reasons.

In this context, it is empowered to:

- award the tender to the bidder who meets the best conditions.
- not award any item.
- award a lower amount to the bidder.
- modify the quantity distribution
- 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 and private companies.

Once the successful bid has been defined, CENTRO CEIBAL will communicate the decision to all the offers 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 tender.

5.2. Constitution of Guarantee of the contract compliance: Within 20 business days following the communication of the award, Centro Ceibal will require the selected bidder to provide a guarantee of faithful compliance with the contract, equivalent to 5% of the contract. Said guarantee may be constituted at the discretion of the Centro Ceibal, through withholdings in payments, or in cash deposits, 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.

If the schedule corresponding to the fulfillment of the contract should be prolonged, the Faithful Performance Coverage of the Contract must be extended for the corresponding period, in case of an established expiration.

If the guarantee is not constituted in the manner and term indicated, the Centro Ceibal may cancel the award, and reconsider the study of the call, excluding the bidder awarded in the first instance.

The Faithful Performance Coverage of the contract may be executed in the event that the successful tenderer does not comply with the contractual obligations and will be returned once the fulfillment of all the contractual obligations by the awarded company has been accredited.

5.3. Confidentiality: The Awardee, obliges himself, his officials and other subcontracted companies, to maintain strict confidentiality regarding the documentation and information supplied by CENTRO CEIBAL or generated as a result of this contract. Consequently, it will not reveal, use, publish, disclose or in any way directly or indirectly communicate all or part of information to third parties or give access to unauthorized persons, under any circumstances, unless authorized in writing by CENTRO CEIBAL.

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

5.4. Sanctions: The conducts that constitute non-compliance by the Awardee, 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 case of application of fines, CENTRO CEIBAL is authorized to retain the amount of the sums to be received by the successful bidder.

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 the social laws in force, tax contributions, health insurance, as well as that the personnel is insured against accidents at work, according to the provisions in force.

In any of the aforementioned cases, CENTRO CEIBAL may terminate the contract and claim the damages caused by such non-compliance 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 in equal 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 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****Purchase Process****CPP ROBOTS COMPACTOS****Company Name:****Trade Name:****R.U.T.:****No. Policy BSE:****Country/City:****Postcode:****Address:****Phone Number:****E-Mail:****Contact Person:****Signature:****ID Number:****The means by which you
learned about the call::**

- Diario El País
- Diario El Observador
- La Diaria
- Mail
- Portal de Compras
- Revista Contacto
- Others (indicate in observations)

Observations: