



BIDDING DOCUMENT OF GENERAL TERMS AND CONDITIONS
Public Pricing Tender

CALL AIM: Physico-chemical Sensors

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

Deadline for queries: until July 1, 2025, 5 p.m.

Date of Electronic Opening of Offers: July 7, 2025, 1 p.m.

[**SEE INSTRUCTIONS FOR SENDING ONLINE OFFERS**](#)



1. SECTION 1 – CALL AIM.

1.1. Ceibal, a non-state public entity created by Law 18,640, is the Uruguayan State's center for educational innovation using digital technologies, serving public education policies. It promotes the integration of technology into education to improve learning and foster processes of innovation, inclusion, and personal growth.

In this context, the CENTRO CEIBAL is announcing this Public Pricing Tender for **the acquisition of physicochemical sensors**.

1.2. TECHNICAL ANNEX: See the Technical Specifications.

2. SECTION 2 - REGULATIONS GOVERNING THE PROCEDURE OF ACQUISITION.

2.1. Rules governing the call:

The Public Pricing Tender shall comply with the provisions of this General and Specific Terms and Conditions and *Reglamento de Compras y Contrataciones de Bienes, Servicios y Obras* (puede acceder al mismo [here](#)). 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 interpretive criterion to resolve the issues that may arise in the application of the relevant provisions.

The offers must ensure compliance with the requirements established in the terms of the Bidding 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 to the Bidding Document:

Queries and responses, as well as the request for an extension will be made through the Portal of Centro Ceibal <http://compras.ceibal.edu.uy/vigentes/> before **July 1, 2025, 5 p.m** For these purposes, the interested party must provide their contact information, which must be unique and will be related to each bidder.

The content of the questions and answers will be of public access to any interested party who 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 obliged to follow a predetermined order in the replies. Likewise, in the event of receiving queries outside the deadline, Centro Ceibal will have the discretionary power to respond or not, without any responsibility, being the bidder the one who assumes responsibility for having made the query after the deadline set for it.

The conditions of this tender will also include the queries made by the bidders, together with the written replies given by CENTRO CEIBAL, which will be an integral part of this Bidding 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 modification 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 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.

If a bidder needs an extension for the bid opening period, they must submit their request through the portal <http://compras.ceibal.edu.uy/vigentes/> no less than 5 (five) business days prior to the date established in the Bid Opening Document.

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

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. User Registration and Offer Submission Requirements:

Offers may only be submitted through the portal <http://compras.ceibal.edu.uy/vigentes/>. To do so, interested parties must register to obtain a username and password that will allow them to log in and bid online.

Ceibal will have up to 24 business hours after receiving the request to activate their user account. Therefore, it is the supplier's responsibility to register well in advance to ensure they have a username and password to be able to submit their online bids on time. Once the registration is complete, and once the user is activated, they will receive an email with the username and password assigned to that process.

The information is detailed in the [Online Offer Submission Instructions](#).

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.



In the case of domestic companies, CENTRO CEIBAL will ensure that bidders are up-to-date with their BPS, DGI, and BSE certificates throughout the entire process and, in the case of a contract, during the contract term. To this end, bidders must clearly specify their company name, RUT number, BPS number, and BSE policy number in their bid.

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 and Presentation form:

Companies may submit offers individually or collectively. In the latter case, companies must be jointly and severally liable for all stages of the contracting process, expressly establishing this obligation, and must attach the documentation required in these specifications for each stage.

National and foreign legal entities may participate, individually, in association, or in a consortium, as long as they meet the requirements established in the bidding document governing this tender. Only one offer per bidder may be submitted (whether individually or collectively).

No bidder may participate directly or indirectly in another bidder's offer.

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 July 7, 2025, 1 p.m. **(before the electronic opening of offers):**

Offers can only be sent through the Portal [Portal de Compras del Centro Ceibal](#). No offers will be received by any other means.

The proposal must be attached in a zip or rar file format. The file must be identified and dated, and must contain all the documents comprising the offer, clearly identified as provided in section 3 of these Terms and Conditions. The complete offer (zip/rar file) may not exceed 50 megabytes;



however, text documents with links to the information required in these Terms and Conditions may be included in the zip/rar file.

If confidential information is submitted, such as customer information, information that may be subject to intellectual property, or information of a similar nature, it must be uploaded to the "Confidential" folder. Such information will only be accessible to Centro Ceibal for the purpose of evaluating the offer. Prices and descriptions of the goods and services offered, as well as the general terms and conditions of the offer, are not considered confidential.

Offers with a password and/or those that cannot be accessed due to the presentation format will NOT be considered valid.

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

Once the offer has been submitted, the website will display a confirmation message, and you will receive an email confirming that the offer was submitted. It is your responsibility to ensure that you have these documents confirming the correct submission of the offer. It is the interested bidder's responsibility to ensure they have this document before the electronic offer opening process. These documents constitute the only means of proof of timely and accurate receipt of the offer.

Centro Ceibal ensures the confidentiality of the offer until the moment of bid opening.

Important: We recommend submitting your offer well in advance of the online bid opening date and time to ensure everything went smoothly. If you do this at the last minute, unforeseen issues may occur, such as internet connection failures, server downtime, slow systems due to a large number of people accessing the same site, etc., which cannot be resolved instantly.

2.7. Formalities:

The bidder must submit the bid in a file duly identified with the bidder's name. The file must include the contact information of the user registered in the system and the subject. ***Ref.: CPP Sensores fisicoquímicos.***

The first page of the tender must be signed by the company's legal representative, which must be certified by a notarized certificate of representation or a notarized power of attorney. Additionally, **the completed Bidder Identification Form attached to the tender documents (Annex I) must be included.**

2.8. Opening:

The Bid opening will be held electronically on **July 7, 2025, 1:00 p.m.** Bid opening will be held automatically on the date and time indicated. From the established date and time, the offers will be accessible to Ceibal, and no modifications may be made to them. Offers will also be visible to all bidders on the website, with the exception of information that will be kept confidential.

Simultaneously, notifications regarding the process will be sent to the email address registered by each bidder upon user registration in the system, in order to keep the user informed of the process's stages.



After analyzing the offers, the CEIBAL CENTER may grant bidders a reasonable period of time to correct any defects, formal deficiencies, or obvious or minor errors, as long as they do not materially affect the equality of bidders.

2.9. Disclaimer of 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 stated that the expenses, fees and other items included directly or indirectly with the elaboration, preparation and presentation of the offer will be on the bidder.

3. SECTION 3 - FORM AND CONTENT OF THE OFFER

The offer must be written in Spanish, with the exception of documents or sample materials prepared in English.

3.1. Offer content:

3.1.1 Technical Offer

The Technical Offer must include what is indicated in point 5 "Offer" of the Technical Document.

3.1.2 Economic Offer

The Financial Offer must include the details in section 5.3 "Financial Offer" of the Technical Document.

The goods will be quoted in US dollars under Incoterm 2020 CIF MVD.

Insurance coverage for Incoterm 2020 CIF MVD must include:

- (i) Comprehensive insurance clause A (including war and strike).
- (ii) 15 days of stay in Uruguayan customs after the cargo arrives at the port/airport.

The payment method may be:

- (i) By irrevocable and transferable letter of credit against proof of the required documentation (commercial invoice, bill of lading, packing list, etc.).
- (ii) Credit within 30 days of the invoice date via national or international bank transfer upon receipt of proof of the product and/or service.

If, during the offer maintenance period and/or during the term of the contractual relationship, the current tax system, as well as any other taxes that may arise, impose a tax on the supply, the supplier



will be responsible for such taxes under the terms and conditions established by law and/or regulation.

Delivery terms and schedule: as indicated in point 6. "Delivery times" of the Technical Document.

- (i) Delivery time: The delivery date to be considered will be the date from which the delivered product is available for entry into stock, based on cargo status control. If a product is rejected upon entry, it is considered 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 time (due to delivering a product that does NOT meet specifications or has an unacceptable incidence of defective units).
- (ii) Delivery location: at a logistics operator in Centro Ceibal, or by arrangement.

4. SECTION 4 – EVALUATION OF OFFERS AND AWARD

4.1. Evaluation Criteria

Offers will be evaluated in accordance with the provisions of point 8 of the Technical Specifications.

Centro Ceibal is not required to award the contract based on the best technical or most economical offer; this concept also requires careful overall weighting, taking into account other factors such as background, among others.

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 the contract to the offer it considers most convenient for its interests and the needs of the service, and may deviate from the report and recommendation of the Specialist Teams for justified reasons. It is not obliged to award the contract to the lowest priced offer or the best technical offer, and may void the purchase if it considers 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 this Document.

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.
- vary the distribution of quantities.
- consider as a preponderant aspect to reject an offer, the history 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 successful offer has been defined, the outcome of the process will be announced on the portal.

5. SECTION 5 – SIGNING THE CONTRACT

5.1. Communication to the successful tenderer:

The communication sent to the awarded offer (to the email denounced) will constitute the confirmation of the award. The award resolution, this Bidding 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, the Bidding Document and the Company's Proposal, the first two documents will 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.

The guarantee must be permitted with clauses that contemplate its validity until full compliance with the contractual obligations of the subject matter of the contract and will be available to CEIBAL.

If the schedule for the performance of the contract should be extended, the Performance Bond 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 performance guarantee may be enforced if the successful bidder fails to fulfill its contractual obligations and will be returned once the successful bidder has proven compliance with all contractual obligations.

5.3. Signing the contract:

The parties agree to a maximum period of 30 days from the award of the contract for signing the contract. In the case of foreign companies, and for the purposes of signing the contract and for any dispute that may arise, Centro Ceibal may require the successful bidder(s) (who are not domiciled in Uruguay) to appoint a legal representative domiciled in Uruguay for notification purposes.

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

- 1) Contract
- 2) Bidding Documents
- 3) Awarded offer

5.3. Confidentiality:

The Awardee, obliges himself, his officials and other subcontracted companies, to maintain strict confidentiality with respect to 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 there is a written authorization from CENTRO CEIBAL.

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

5.5. 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 sanctioned with a fine. In the case of product acquisitions, if the selected supplier fails to meet the agreed quantities and delivery times, and unless otherwise stipulated in the Technical Specifications or the parties have agreed otherwise in the contract, the successful bidder may be sanctioned with a fine equivalent to 5% of the value of the supplies that should have been delivered. The fine will be applied as of the business day following the expiration of the delivery deadline. For each additional week of delay, the fine will increase by 1.5%. After 30 calendar days of delay, if the supplier has not delivered the purchased equipment, this will be grounds for termination of the contract. In the event of fines being imposed, CENTRO CEIBAL is authorized to withhold the amount of any sums owed to the Successful Bidder.

In case of application of fines, CENTRO CEIBAL is empowered to retain the amount of 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 in both these specifications and the Service Level Agreement, which, in the opinion of CENTRO CEIBAL and based on a reasoned decision, make the provision of services by the Awardee unsuitable.
- The Awardee commits fraud, gross negligence, or breach of the obligations and conditions stipulated in the Specifications, Offer, and the Contract.
- Failure to pay applicable tax and insurance obligations. CENTRO CEIBAL may require the awardee to prove that it is up to date with current social security payments, tax contributions, and applicable health insurance, as well as that its personnel are insured against work-related accidents, in accordance with current regulations.

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

5.6. Competent jurisdiction:

The jurisdiction regarding any interpretation or elucidation of controversies that may arise from the tender or the contract, will be the competence 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.

5.7. 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.

5.8. 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.

5.9. Arrears:

The awarded supplier will fall into arrears of right without the need for judicial or extrajudicial management or interpellation of any kind for the sole expiration of the agreed deadlines and 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

AFFIDAVIT TEMPLATE:

The undersigned (Name of the person signing and having powers to represent the company) on behalf of (name of the bidding company) declares that the bidding company qualifies as an MIPyME according to the attached certificate issued by DINAPYME, and therefore the service(s), the work(s), the good(s), qualify/s as national in accordance with current legal regulations (Dec. 371/2010, art. 8).

The offered price is broken down as follows:

Goods _____%

Materials _____%

Labor _____%

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 goods previously declared.

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

Therefore, I request the application of the benefit established in Article 10 of Decree 371/2010.



ANNEX II

BIDDER IDENTIFICATION FORM

Purchase Process	CPP Sensores Fisicoquímicos
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• Portal de Compras• Revista Contacto• Others (indicate in Observations)
Observations:	