

GENERAL TERMS AND CONDITIONS
Public International Tender

Call Aim: Acquisition of Laptops

Publication of the Document and Queries on our website:

www.ceibal.edu.uy

Briefing Date: June 17, 2025, 10:00 a.m.

Any interested party, without having to purchase the tender document or register in the Ceibal Procurement system, may participate in a non-binding informational talk on **June 17, 2025, at 10:00 a.m., via the following [Link](#)**. The talk will provide information about the online bidding process.

Deadline for queries: until July 11, 2025, 5 p.m.

Electronic Offer Opening Date: July 16, 2025, 2:00 PM

Cost of the Documents: USD 500 (five hundred American dollars)

The deposit will be made in US dollars to BROU checking account No. 001566972-00002. Once the deposit has been made, the bidder must register at compras.ceibal.edu.uy with their contact information and attach proof of purchase of the Bid Documents. Once this has been completed, Centro Ceibal will provide a username and password to participate in the process, ask questions, request an extension, and submit a bid.

BROU is the Paying Bank.

Full Information:

BANK NAME: Banco de la República Oriental del Uruguay, BROU

BANK ADDRESS: Bolonia s/n esq. Avda. Italia, Mini BROU Portones Branch, 11500 Montevideo

ACCOUNT HOLDER NAME: CEIBAL CENTER FOR THE SUPPORT OF CHILDREN'S AND ADOLESCENTS' EDUCATION.

ACCOUNT HOLDER ADDRESS: Av. Italia 6201, Los Ceibos Building – LATU Building, CP 11500, Montevideo – Uruguay

ACCOUNT NUMBER: American Dollars Current Account Nr.001566972-00002

SWIFT CODE: BROUUYMM (Uruguay)

[SEE INSTRUCTIONS FOR SENDING ONLINE OFFERS](#)

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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, this international public tender is being launched for the purchase of laptops for delivery to beneficiaries.

1.2. TECHNICAL SPECIFICATIONS: See Technical Annex.

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

2.1. Norms that govern the call

The bidding process will comply with the provisions of these General Terms and Conditions, Technical Documents, and *Reglamento de Compras y Contrataciones de Bienes, Servicios y Obras* (accessible [here](#)). Furthermore, the selection of the bidder and the execution of the contract will be governed by the following general principles: transparency; absence of ritualism; materiality; truthfulness; equal treatment; due process; competition; and good faith.

The aforementioned principles will also serve as interpretive criteria to resolve any issues that may arise in the application of the relevant provisions.

Offers must ensure compliance with the requirements established in the terms of the Offers.

By submitting them alone, the bidder is deemed to have accepted these Offers and other provisions applicable to this call. In the event of a conflict between the Specifications and the offer, the Specifications shall prevail.

2.2. Queries of the Specifications::

The queries and responses, as well as the request for extension, must be submitted through Centro Ceibal Portal <https://compras.ceibal.edu.uy/vigentes/> before **July 11, 2025, at 5:00 p.m.** For these purposes, the interested party must provide their contact information, which must be unique and related to each bidder.

The content of the queries and responses will be of public access to any interested party who accesses the Portal, with the contact information of the person who submitted the question remaining confidential.

Centro Ceibal will evacuate the queries, and is not obligated to follow a predetermined order in its responses. Likewise, if questions are received outside the established deadline, Centro Ceibal will have the discretion to respond or not, without any liability, with the bidder assuming responsibility for having submitted the question outside the established deadline.

The bidding conditions will also include the queries made by the bidders, along with the written responses provided by the Centro Ceibal, which will 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 bids, he must make his request through the Portal <https://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 <https://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 Bid Submission Requirements:

Offers may only be submitted through the portal <https://compras.ceibal.edu.uy/>. 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 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. Detailed information is available in the [Online Offer Submission Instructions](#) in the FAQ section of the purchasing portal. <https://compras.ceibal.edu.uy/public/faq>

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.

In the case of national 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 offer.

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 Bidders and Form of Presentation:

Both national and foreign legal entities may participate, provided they meet the requirements established in the bidding document governing this tender.

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

Joint offers will be accepted from companies planning to form a partnership under the provisions of Articles 501 to 509 of Law No. 16,060 of September 4, 1989. The following must be attached to the bid:

- Minutes that express the intention to consort, with notarial certification of signatures, detail of the services that will be taken by each member of the consortium, as well as the proportions with which each one participates.
- All the information required in this document for each one of the members of the consortium.
- Designation of one of the members as authorized responsible to contract obligations and receive instructions for and on behalf of each and every one of the members of the consortium.
- Evidence in the Act of intention and subsequently in the consortium contract that each of its members will be jointly and severally liable with Centro Ceibal for each and every one of the obligations contracted in the framework of this tender.
- To express the indivisibility of the obligations contracted before Centro Ceibal, and the non-modification of the act or contract, without the prior authorization of Centro Ceibal.

D. Validity of the proposal

Offers will be valid for a minimum period of 120 calendar days, automatically extendable for equal successive periods, unless there is written communication from the bidder, not agreeing to the aforementioned renewal, which must be communicated no less than 15 (fifteen) business days before the expiration of the validity period 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 Bid Reception Act:

Until **July 16, 2025, 2:00 p.m. before the electronic opening of the offers:**

Offers may only be submitted through [Portal de Compras del Centro Ceibal](#). No other means will be accepted.

Two separate individual files must be submitted at the same time: one containing the Technical Offer and the other containing the Economic Offer. The corresponding bid must be entered in each mandatory field on the Purchase Portal page. Each file must be attached in zip or rar format.

Each file (Technical Offer and Economic Offer) must be identified and must contain all the documents comprising the bids, clearly identified as provided in section 3 of these Terms and Conditions. Each complete file (zip/rar file) may not exceed 50 megabytes; however, documents containing links containing supplementary and/or explanatory documentation to the information required for each bid 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 in the "Confidential" field available on the Purchase Portal for this purpose. The attached file may not exceed 20 megabytes. Centro Ceibal will only have access to this information 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/files/confidential information/links with passwords and/or that cannot be accessed due to the presentation format will NOT be

considered valid.

Centro Ceibal reserves the right to request the original documentation in paper format at any time prior to the award.

Once the offer has been submitted, the website will display a confirmation message, and you will receive an email confirming that it has been submitted. It is the interested bidder's responsibility to ensure they have this confirmation before the electronic bid opening process. This constitutes 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 users accessing the same site, etc., which cannot be resolved immediately.

2.7. Formalities:

The bidder must submit the offers (Technical and Economic) in two separate files, duly identified with the bidder's name. Each file must include the name of the person called, the name of the bidder, and the offer: **Ref.: LPI Laptops 2026_Nombre Oferente_Oferta Técnica/Económica.**

The first page of the Technical Offer 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 in two stages:

Technical Bid Opening: Technical offers will be opened electronically on July 16, 2025, at 2:00 PM. Offers will be opened automatically at the indicated date and time. From the established date and time, technical bids will be accessible to Ceibal, and no modifications may be made to them. Bids will also be visible to all bidders on the website, with the exception of information submitted confidentially.

Economic Bid Opening: Economic offers will be opened once Ceibal has completed the technical evaluation. In this case, only the economic offers of suppliers that have passed the technical evaluation will be visible, and all bidders in the process will be able to access them, even those that have not passed the technical evaluation.

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

After analyzing the offers, Centro Ceibal may grant bidders a reasonable period of time to correct any defects, formal deficiencies, or obvious or minor errors, provided that the equality of the bidders is not materially affected.

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, with the exception of brochures that may be presented in English.

3.1. Content of the offers

3.1.1 Technical Offer

The Technical Offer must include what is indicated in point 2. "Offer" of the Technical Document.

3.1.2 Economic Offer

The Economic Offer must include the details in Annex I, "Price Tables," of the Technical Documents.

Incoterms 2020 CIF MVD will be quoted for laptops and FOB (port of origin) for spare parts according to the quotation table included in the Technical Documents.

Insurance coverage for Incoterms 2020 CIF MVD must include:

- (i) All risk insurance clause A (including war and strike).
- (ii) 15 calendar 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 upon receipt of the required documentation (commercial invoice, bill of lading, packing list, etc.).
- (ii) Bank collection upon receipt of the shipping documentation.
- (iii) Credit 30 days after the invoice date via international bank transfer upon receipt 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.

3.2 Delivery conditions and schedule:

According to the provisions of point 4 "Delivery Period and Conditions" of the Technical Documentation.

The delivery date to be considered will be the date from which the delivered product is available for entry into stock, subject to documentary and physical control of the cargo status. If a product is rejected upon entry, it is considered NOT

delivered until it meets the delivery conditions specified in the agreement. This situation may expose the supplier to penalties for failure to meet the delivery deadline.

4. SECTION 4 – EVALUATION OF OFFERS AND AWARD

4.1. Teams for the evaluation of the submitted proposals:

Teams of Specialists will make their respective reports in their areas of competence and a joint final report with the award recommendation to the CENTRO CEIBAL Board of Directors, who will order the award or cancel the purchase.

4.2. Evaluation criteria.

The proposals will be evaluated primarily based on the technical solution, in accordance with the provisions of Section 7 "Technical Evaluation Criteria for the Device" of the Technical Document. For those that pass the criteria, the financial offer will be reviewed.

The following weighting will be taken into account for evaluation:

The final score for each offer, considering both the Technical Evaluation and the Economic Evaluation, will be determined 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

Offers that do not pass the technical evaluation will not be considered and the file corresponding to the price offered will not be considered.

The economic offer files for proposals that pass the technical evaluation will be available on the portal.

Centro Ceibal is not required to award the contract based on the best technical offer or the 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.

4.3. Final report of the evaluation of offers:

The members of the Specialist Teams will make a final report; and prior to being submitted to the consideration of the Board of Directors of Centro Ceibal, the bidding companies will be able to see this final report for a period of 5 business days from the first day following the notification. Within this period, the bidders may formulate in writing the considerations that the procedure carried out until that moment deserves them. It is not necessary to wait for the expiration of said period to award, if the bidders state in writing that they have no considerations to formulate..

4.4. Award:

Centro Ceibal reserves the right to award the tender to the offer or offers that it considers most convenient for its interests and the needs of the service, being able to depart from the report and recommendation of the Specialist Teams for well-founded reasons, not being obliged to make the award in favor of the lowest price offer or the best technical offer, being able to cancel the purchase if it understands 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 the present Specifications.

In this context, it is empowered to:

- award the tender to the bidder who meets the best conditions.
- not award any item.
- split the award.
- award a lower amount to the bidder.
- 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.

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 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:

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. Contract Signing:

The parties agree to a maximum period of 30 calendar 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 designate 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) Specifications
- 3) Awarded Offer

5.4. 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.

5.5. Sanctions:

The conducts that constitute non-compliance by the Awardee, may give merit to the imposition of the following sanctions:

- 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 supplier 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, the contract will be terminated.

In the event of fines being imposed, the Centro Ceibal is authorized to withhold the amounts owed to the Faithful Performance Guarantee of the contract.

- Termination of the Contract due to 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 Awardee's provision of services 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 Performance Guarantee, and claim damages resulting from such breach plus the corresponding fine.

5.6. 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.

5.7. 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 services are similar or equivalent.

5.8. Contract extensions:

Centro Ceibal reserves the right to expand the amount awarded on equal or better commercial terms, or on more advantageous terms than those resulting from the awarded offer, through i) extension or ii) competitive short-list process. If the latter is chosen, the short list will be made up of the bidders who have passed the technical evaluation.

5.9. 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	LPI Tablets 2026
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:	<ul style="list-style-type: none"> - Diario El País - Diario El Observador - Semanario Búsqueda - Mail - Portal de Compras - Revista Contacto - Others (indicate in observations)
Observations:	