

## GENERAL TERMS AND CONDITIONS

### International Public Tender

**CALL AIM: Acquisition of Interactive Displays 2026**

**Publication of the specifications and queries on our website:**

[www.ceibal.edu.uy](http://www.ceibal.edu.uy)

**Deadline for queries: until July 31, 2025, 5:00 PM**

**Electronic Bid Opening Date: August 7, 2025, 1:00 PM**

**Cost of the Document: USD 500 (five hundred U.S. dollars)**

Payment shall be made via bank deposit in U.S. dollars to the current account BROU No. 001566972-00002. Once the deposit is made, the bidder must register at [compras.ceibal.edu.uy](http://compras.ceibal.edu.uy), providing their contact information and attaching the proof of purchase of the Document. Upon completion of these steps, Centro Ceibal will provide a username and password to participate in the process, submit inquiries, request extensions, and submit bids.

The BROU is the paying bank.

Complete information:

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

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

**ACCOUNT HOLDER NAME:** CENTRO CEIBAL PARA EL APOYO A LA EDUCACIÓN DE LA NIÑEZ Y LA ADOLESCENCIA

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

**ACCOUNT NUMBER:** American Dollars Current Account No. 0015

**SWIFT CODE:** BROUUYMM (Uruguay)

**[VIEW ONLINE BID SUBMISSION INSTRUCTIONS](#)**

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## **1. SECTION 1 – CALL AIM**

Ceibal, a non-state public entity created by Law 18.640, is Uruguay's center for educational innovation with digital technologies, serving the country's educational public policies. It promotes the integration of technology into education to improve learning and foster innovation, inclusion, and personal growth processes.

In this context, this international public tender is called to acquire interactive displays for its classroom project.

1.2 TECHNICAL DOCUMENT: See Technical Annex.

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

### **2.1. Norms that govern the call:**

The tender shall comply with the provisions set forth in this General Terms and Conditions Document, the Technical Document, and *Reglamento de Compras y Contrataciones de Bienes, Servicios y Obras* (accessible [here](#)). Likewise, the selection of the bidder and the execution of the contract shall be governed by the following general principles: transparency; absence of formalism; materiality; truthfulness; equal treatment; due process; competition; and good faith.

The aforementioned principles shall 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 Document.

By the mere submission of an offer, the bidder is deemed to accept this Document and other applicable provisions of this call. In case of conflict between the Document and the offer, the Documents shall prevail.

### **2.2. Queries to the Document:**

Queries and responses, as well as requests for extensions, shall be made through the Centro Ceibal Portal <https://compras.ceibal.edu.uy/vigentes/> before **July 31, 2025, 5:00 PM**. For this purpose, the interested party must provide their contact details, which must be unique and linked to each bidder.

The content of the queries and responses shall be publicly accessible to any interested party accessing the Portal, with the contact details of the inquirer kept confidential.

Centro Ceibal will address the queries, without being obligated to follow a predetermined order in responding to them. Likewise, if queries are received after the specified deadline, Centro Ceibal shall have the discretionary authority to respond or not, without any liability, with the bidder assuming responsibility for submitting the query after the deadline.

The tender conditions shall also include the queries submitted by bidders, along with the written responses provided by Centro Ceibal, which shall form an integral part of this Document.

### **2.3. Modifications to the Tender and Extension/Cancellation:**

Centro Ceibal may modify the document either on its own initiative or in response to an inquiry or observation made by an interested party. When the modification is substantial and may increase the number of interested parties, it shall be disseminated through the same channels used for the original call.

Likewise, Centro Ceibal shall have the discretionary authority to extend or cancel the call, without stating a reason or incurring liability. Extensions or cancellations shall be disseminated or communicated through the same channels used for the call.

If a bidder requires an extension of the bid opening date, they must submit their request through the Portal <https://compras.ceibal.edu.uy/vigentes/> at least five (5) business days before the date established in the Document for the opening.

Centro Ceibal reserves the right to grant the extension as requested, reject the request, or grant a shorter extension than requested.

### **2.4. Communications:**

All communications between the bidder(s) and Centro Ceibal prior to the bid opening shall be conducted through the Portal <https://compras.ceibal.edu.uy/vigentes/>. Once the offers are opened, communications sent to the email address provided by the bidder shall be considered valid.

Such 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 <https://compras.ceibal.edu.uy/>. To do so, the interested party must register to obtain a username and password, allowing them to log in and submit bids online. Ceibal shall have up to 24 business hours from receipt of the request to activate the user account, so it is the bidder's

responsibility to register sufficiently in advance to ensure they have a username and password to submit their offer online within the deadline. Once the registration is complete and the user is activated, they will receive an email with the assigned username and password for that process. Detailed information is available in the [Online Bid Submission Instructions](#) in the FAQ section of the procurement portal <https://compras.ceibal.edu.uy/public/faq>.

## **B. Representation of the bidder:**

If the bidder is a commercial company (national or foreign), a notarized certificate proving its incorporation, validity, and representation, in accordance with the company's articles of association or bylaws, must be attached to the bid. If acting through a proxy, the bidder must also attach the first copy of the power of attorney, a notarized testimony of the same, or another document evidencing the invoked representation, if the representation is not evident from the notarized certificate and/or bylaws.

For national companies, Centro Ceibal will verify that bidders are up to date with BPS, DGI, and BSE certificates throughout the process and, if contracted, during the term of the contract. To this end, the bidder must clearly specify in their bid the company name, RUT number, BPS number, and BSE policy number.

If the selected bidder is a foreign company, Centro Ceibal may optionally require that the documentation be duly translated, legalized, and, if applicable, protocolized before the award and/or contract signing.

## **C. Legal Status of Bidders and Submission Format:**

Both national and foreign legal entities that meet the requirements established in the tender document may participate.

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

Joint bids by companies intending to form a consortium under Articles 501 to 509 of Law No. 16.060, dated September 4, 1989, shall be accepted, provided the following are attached to the bid:

- A notarized act expressing the intention to form a consortium, detailing the services each member will undertake and the proportions of their participation.
- All information required in this document for each member of the consortium.

- Designation of one member as the authorized representative to assume obligations and receive instructions on behalf of all consortium members.
- A statement in the act of intent, and subsequently in the consortium contract, that each member is jointly and severally liable to Centro Ceibal for all obligations arising from this tender.
- A declaration of the indivisibility of the obligations undertaken with Centro Ceibal and that the act or contract will not be modified without prior authorization from Centro Ceibal.

If the bidder plans to subcontract part of the services included in the purpose of this call, they must specify precisely which area and activity will be subcontracted.

In the case of subcontracts, a note signed by an authorized representative of the prospective subcontractor must be submitted, expressing their willingness to participate in the subcontract, explicitly stating that it is the only bid in which they will participate in that capacity or any other.

Any subcontracts proposed by the bidding company to deliver any goods or services shall not exempt them from full responsibility for the submitted bid, with the awardee being solely responsible for the subcontractors' performance, and Centro Ceibal maintaining direct dealings only with the awardee.

The bidder may not subcontract services or supplies beyond those initially specified in the bid without express written authorization from Centro Ceibal.

In all cases, regardless of the bid submission format (including subcontracts), the bidder shall be responsible for the faithful fulfillment of the services, assuming all relevant responsibilities.

#### **D. Validity of the Proposal:**

Bids shall remain valid for a minimum period of 120 calendar days, automatically renewable for successive equal periods, unless the bidder communicates in writing their refusal to renew, with at least fifteen (15) business days' notice before the expiration of the validity period or its extensions.

#### **E. Prohibition from Participating in the Tender:**

Individuals who are employees, consultants, or contracted personnel of Centro Ceibal, and who are involved in this contracting procedure or its prior stages, may not participate in this tender or have any dependency or contractual relationship with the bidding companies or organizations.

Failure to observe this prohibition may lead to the rejection of the bid or the termination of the contract, as applicable.

## **2.6 Reception of Offers:**

Until **August 7, 2025, 1:00 PM** (before the date and time of the electronic bid opening):

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

Two separate files must be submitted simultaneously, one for the Technical Offer and one for the Economic Offer, entered in the respective mandatory fields 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 contain all documents comprising the Offers, clearly identified as specified in point 3 of this Document. Each complete file (zip/rar) must not exceed 50 Megabytes.

If confidential information is submitted, such as client information, intellectual property, or similar, it must be uploaded in the “Confidential” field available on the Procurement Portal for this purpose. The attached file must not exceed 20 Megabytes. This information will only be accessible to Centro Ceibal for the purpose of evaluating the offer. Prices, descriptions of goods and services offered, and general offer conditions are not considered confidential.

**Offers/files/confidential information/links with passwords or that cannot be accessed due to the presentation format will not be considered valid.**

**Download links are not accepted except for videos and manuals, and offers and files with passwords will not be considered valid.**

Centro Ceibal reserves the right to request original paper documentation at any time before the award.

Once the offer is submitted, the site will display a confirmation message, and the bidder will receive an email confirming the submission. It is the bidder's responsibility to ensure they have this confirmation before the electronic bid opening, as it constitutes the only proof of receipt of the offer in time and form.

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

**Important:** It is recommended to submit the offer well in advance of the electronic opening date and time to ensure everything functions correctly. Submitting at the last moment may result in unforeseen issues, such as internet connection

failures, server downtimes, or slow systems due to high traffic, which cannot be resolved instantly.

## **2.7. Formalities:**

The bidder must submit the Technical and Economic Offers in two separate files, duly identified with the bidder's name. Each file must include the name of the call, the bidder's name, and the offer type: **Ref.: LPI Pantallas interactivas 2026\_Bidder Name\_Technical/Economic Offer.**

**The first page of the Technical Offer must be signed by the company's legal representative**, which must be accredited through a notarized certificate of representation or a notarized power of attorney. Additionally, **the bidder identification form annexed to the documents (Annex I) must be fully completed.**

## **2.8. Two-Stage Opening:**

**Technical Bid Opening:** The opening of technical offers will be conducted electronically on **August 7, 2025, at 1:00 PM**. At the specified date and time, the offers will be opened automatically. From that moment, the technical offers will be accessible to Ceibal, and no modifications may be made. Additionally, the offers will be visible to all bidders on the website, except for information submitted as confidential.

**Economic Bid Opening:** The opening of economic offers will occur once Ceibal completes the technical evaluation. Only the economic offers of suppliers that pass the technical evaluation will be visible, accessible to all bidders in the process, including those who did not pass the technical evaluation.

In both cases, notifications regarding the process will be sent to the email address registered by each bidder during user registration to keep them informed of the stages.

After analyzing the offers, Centro Ceibal may grant bidders a reasonable period to correct defects, formal deficiencies, or minor evident errors, provided they do not materially affect the equality of bidders.

## **2.9. Disclaimer of Liability:**

Centro Ceibal may withdraw from the call at any stage or reject all offers without stating a reason or incurring liability. None of these decisions shall grant



participants any right to claim expenses, fees, or compensation for damages. It is noted that the costs, fees, and other expenses directly or indirectly related to the preparation and submission of the offers shall be borne by the bidder.

### **3.1. SECTION 3 – FORM AND CONTENT OF THE OFFER**

The offer must be written in Spanish, except for manuals or brochures prepared in English.

#### **3.1. Content of the Offers:**

##### 3.1.1 Technical Offer

The Technical Offer must include the details specified in point 5 “Offer” of the Technical Document.

##### 3.1.2 Economic Offer

The Economic Offer must include the details specified in Annex I “Price Table” of the Technical Document.

Offers shall be quoted under Incoterms 2020 CIF MVD, according to the quotation table included in the Technical Document.

The insurance coverage for Incoterms 2020 CIF MVD must include:

- (i) All-risk insurance Clause A (+ war and strike).
- (ii) 15 calendar days of stay at Uruguay’s customs after the cargo arrives at the port/airport.

The payment method may be:

- (i) Irrevocable and transferable letter of credit upon confirmation of the required documentation (commercial invoice, bill of lading, packing list, etc.).
- (ii) Bank collection upon confirmation of shipping documentation.
- (iii) 30-day credit from the invoice date via international bank transfer upon confirmation of the product and/or service.

If, during the offer validity period and/or the contractual relationship, the applicable tax system or any new taxes affect the supply, such taxes shall be borne by the supplier in accordance with the legal and/or regulatory terms.

### **3.2 Delivery Conditions and Schedule:**

As indicated in point 4 “Delivery Terms” of the Technical Document.

The delivery date shall be the date from which the delivered product is available for stock entry, documentary, and physical verification of the cargo’s condition. If a product is rejected upon receipt, it will be considered undelivered until it meets the specified delivery conditions. This situation may expose the supplier to penalties for non-compliance with the delivery schedule.

## **4. SECTION 4 – EVALUATION OF OFFERS AND AWARD**

### **4.1. Teams for Evaluating Submitted Proposals:**

Specialist teams will prepare reports in their respective areas of expertise and a final joint report with the award recommendation to the Centro Ceibal Board, which will decide on the award or cancel the purchase.

### **4.2. Evaluation Criteria:**

The evaluation of proposals will first consider the technical solution as outlined in point 6 “Evaluation Criteria” of the Technical Document. For those that pass, the economic offer will be evaluated.

The following weighting will be considered for evaluation:

The final score of each offer, considering both the Technical and Economic Evaluations, will be determined by the following formula:

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

Where:

POME: is the price of the most economical offer

PO: is the price of the offer being evaluated

PTO: is the technical score of the offer being evaluated

PTOMC: is the technical score of the highest-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 files of the economic offers of the proposals that pass the technical evaluation will be opened by the acting Public Notary, and on a date that CENTRO CEIBAL will determine.

The evaluation of the offers does not oblige CENTRO CEIBAL to define the award based exclusively on the cheapest offer or the best technical offer; This concept also requires a tight overall weighting, taking into account, among other factors, technical aspects, company history, delivery times, etc.

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 specialist teams will prepare a final report, and before it is submitted to the Centro Ceibal Board, bidders will have five (5) business days from the day following notification to review it. Within this period, bidders may submit written comments on the procedure up to that point. It is not necessary to wait for the full period to proceed with the award if bidders state in writing that they have no comments.

#### **4.4. Award:**

Centro Ceibal reserves the right to award the offer it deems most advantageous to its interests and the needs of the service, and may deviate from the specialist teams' report and recommendation for justified reasons. It is not obligated to award the lowest-priced offer or the best technical offer and may cancel the purchase if it deems there are meritorious or convenient reasons, even without stating a cause, as indicated in point 2.9 of this Document.

In this context, it is authorized to:

- Award to the bidder offering the best conditions.
- Not award some or any items.
- Split the award.
- Award a lower quantity than tendered.
- Vary the distribution of quantities.
- Consider as a primary reason for rejecting a offer the bidder's track record regarding commercial conduct in fulfilling contracts with Centro Ceibal, other state entities, and private companies.

Once the awarded offer is determined, the result of the process will be communicated on the portal.

## **5. SECTION 5 – SIGNING THE CONTRACT**

### **5.1. Notification to the Awardee:**

The notification sent to the awarded offer (to the provided email address) shall constitute confirmation of the award. The award resolution, this Document, and the bidder's proposal shall constitute the contract between the parties until the respective contract is signed. In case of conflict between the award resolution, the Document, and the bidder's proposal, the first two documents shall prevail at any stage of this tender.

### **5.2. Constitution of Guarantee of Faithful Performance of the Contract:**

Within twenty (20) calendar days following the award notification, Centro Ceibal will require the selected bidder to establish a Guarantee of Faithful Performance of the Contract equivalent to 5% of the awarded amount. This Guarantee may be provided through cash deposit, public securities, bank guarantee, or fidelity insurance policy. If issued by a foreign bank or insurer, it must have representation in Uruguay or be accepted by a local banking/insurance institution.

If the contract fulfillment schedule is extended, the Guarantee of Faithful Performance of the Contract must be renewed for the corresponding period if it has an expiration date.

Failure to establish the bond in the form and timeframe specified may lead Centro Ceibal to cancel the award and reconsider the call, excluding the initially awarded bidder.

The Guarantee of Faithful Performance of the Contract may be enforced if the awardee fails to meet contractual obligations and will be returned once all contractual obligations of the awarded company are fulfilled.

### **5.3. Contract Signing:**

The parties agree on a maximum period of thirty (30) calendar days from the award date to sign the contract.

For foreign companies, for the purposes of contract signing and any potential litigation, Centro Ceibal may require the awarded bidder(s) without a domicile in Uruguay to designate a legal representative domiciled in Uruguay for notification purposes.

The following documents, in this order, shall form part of the contract:

1. Contract

2. Document
3. Awarded Offer

#### **5.4. Confidentiality:**

The awardee, its employees, and any subcontracted companies are obligated to maintain strict confidentiality regarding the documentation and information provided by Centro Ceibal or generated as a result of this contract. Consequently, they shall not disclose, use, publish, or communicate, directly or indirectly, in whole or in part, any information to third parties or allow access to unauthorized persons under any circumstances, unless expressly authorized in writing by Centro Ceibal.

#### **5.5. Sanctions:**

Actions constituting non-compliance by the awardee may result in the following sanctions:

- **Fine:** For the acquisition of products, if the selected supplier delays delivery quantities and deadlines, unless otherwise specified in the Technical Conditions or agreed upon by the parties in the contract, they may be fined 5% of the value of the supply that should have been delivered. The fine will apply starting the business day following the delivery deadline. For each additional week of delay, the fine will increase by 1.5%. After thirty (30) calendar days of delay without delivery of the acquired equipment, it will be grounds for contract termination.

In case of fines, Centro Ceibal is authorized to withhold the amounts owed to the awardee or from the Guarantee of Faithful Performance of the Contract.

- **Contract Termination for total or partial non-compliance.** By way of example, termination may occur due to:
  - Failure to meet obligations established in this document or the Service Level Agreement, which, in Centro Ceibal's judgment and by reasoned resolution, makes the awardee's service provision inconvenient.
  - Fraud, gross negligence, or failure to meet obligations and conditions stipulated in the Document, Offer, and Contract.
  - Failure to pay applicable taxes and insurance. Centro Ceibal may require the awarded company to prove compliance with current social laws, tax contributions, health insurance, and that personnel

are insured against workplace accidents, as per applicable regulations.

In any of these cases, Centro Ceibal may terminate the contract, enforce the Guarantee of Faithful Performance of the Contract, and claim damages caused by the non-compliance, plus the corresponding fine.

**5.6. Competent Jurisdiction:**

Any interpretation or resolution of disputes arising from the tender or contract shall fall 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 increase the awarded amount under the same or better commercial terms, or more advantageous terms, through i) extension or ii) a competitive shortlist process. In the latter case, the shortlist will consist of bidders who passed the technical evaluation.

**5.9. Arrears:**

The awarded supplier will automatically be in default, without the need for judicial or extrajudicial action, upon the expiration of agreed deadlines or terms, or by performing any act contrary to, or failing to perform, what is established in the commercial relationship.

**ANNEX I**  
**BIDDER IDENTIFICATION FORM**

<b>Purchase Process</b>	<b>LPI Pantallas Interactivas 2026</b>
<b>Company Name:</b>	
<b>Trade Name:</b>	
<b>R.U.T.:</b>	
<b>No. Policy BSE:</b>	
<b>Country/City:</b>	

<b>Postcode:</b>	
<b>Address:</b>	
<b>Phone Number:</b>	
<b>E-Mail:</b>	
<b>Contact Person:</b>	
<b>Signature:</b>	
<b>ID Number:</b>	
<b>The means by which you learned about the call:</b>	<ul style="list-style-type: none"><li>- Diario El País</li><li>- Diario El Observador</li><li>- Semanario Búsqueda</li><li>- Mail</li><li>- Portal de Compras</li><li>- Revista Contacto</li><li>- Others (indicate in observations)</li></ul>
<b>Observations:</b>	