



GENERAL BIDDING CONDITIONS
Public Competitive Tender

Selecting a provider for the supply of a Software Tool for Remote Desktop Control

1. Purpose of the call:

1.1 In accordance with Decree 407/016, the Ceibal Center is responsible for the design, implementation and monitoring of the *Jóvenes a Programar* Project, which aims to teach and train young people in the areas of computer sciences and information and communication technology for entry into the labour market, better qualifications for their jobs or for re-entry into the formal education system. In this context, the Centre is calling for Public Competitive Bids for the selection of a provider for the supply of a Software Tool for Remote Desktop Control.

1.2 See Specific Bidding Conditions.

2. Terms and requirements for the submission of tenders:

2.1. Opening Ceremony:

The bid opening ceremony will be held on **Tuesday, February 21, 2017, at 15 hours**, on CEIBAL CENTRE's premises (Av. Italia 6201, Edificio Los Ceibos).

Prior to bid opening, the appearing parties wishing to be present at the bid opening ceremony must provide evidence of their status as representatives or attorneys-in-fact authorized to attend the ceremony by means of notarized documentation proving such representation.

Once the bids have been opened, the authorized Notary Public will examine the documents accompanying each of them.

All the first pages of the originals of the submitted bids will then be initialled jointly with the Notary Public appointed by the Ceibal Centre for the opening ceremony. Next, the Notary will draw up and sign the relevant minutes together with the representatives of the bidders present.

The presence of the bidders at the opening ceremony is not mandatory, but those attending may take note of the bids submitted, except for the information that has been submitted and identified as "confidential information", as stated in section 2.3.

2.2. Receipt of Bids - Deadline: February 21, 2017 at 15:00 hours (before bid opening):

a) In person in the *Departamento de Compras* (Procurement Department) of the Centre's *Gerencia de Administración y Finanzas* (Administration and Finance Management) (*Avda. Italia 6201, Edificio Los Ceibos*), from Monday to Friday (except public holidays) from 9 a.m. to 5 p.m., or at the bid opening ceremony (see section 2.1 above).

b) By courier. In this case, it must be delivered to CEIBAL CENTRE's *Gerencia de Compras* (Procurement Management), who will be responsible for issuing the receipt. Otherwise, it may be considered not submitted.

c) Through the portal at compras.ceibal.edu.uy. The bid must be attached in an encrypted file using the zip or rar formats. The file must be identified and dated, and must contain all the documents that make up the bid clearly identified. The complete bid (zip/rar file) may not exceed 25 Megabytes. However, the zip/rar file may include text documents with access to links containing the information required in these Bidding Conditions. Additionally, the bidder must send an encryption key to the authorized Notary Public at the following email address: password@ceibal.edu.uy. At the bid opening, the authorized Notary Public will proceed to decrypt the bid.

The CEIBAL CENTRE reserves the right to request the original documentation on paper at any time and prior to the award.

In all three cases, The CEIBAL CENTRE will issue an acknowledgement of receipt of the bid, which will serve as the only proof of the timely receipt of the bid. It is therefore for the interested bidder to secure such acknowledgement before the bid opening ceremony.

In the event of the same bidder sending more than one bid (by any of the means provided), the last bid received before the date and time of the bid opening ceremony will be deemed valid.

The bidder takes full responsibility for the means chosen for the submission of the bid, all the means seeking the confidentiality of the bid until the bid opening ceremony. In the event of difficulties with any of the above mentioned means, the Ceibal Centre reserves the right to assess the exception and accept the bid (provided it is received in a timely manner), as long as the equal treatment of all the bidders and the transparency of the process are not affected.

2.3 Formalities:

In cases **a) and b) above**, the bidder must submit the bid in a sealed envelope (original, copy and a copy on a CD and/or USB flash drive), duly identified with (i) the name of the bidder (corporate name and *RUT* [Taxpayer ID Number]) (ii) contact information used for registration

on the Portal (compras.ceibal.edu.uy) (*), and (iii) Subject, Ref.: **CPP Suministro de Herramienta de Software para Control de Escritorio Remoto** (Public Competitive Tender for the Supply of a Software Tool for Remote Desktop Control).

(*) If the bidder has made inquiries prior to the bid opening ceremony, he must provide the same contact information that was provided on that occasion in order to avoid any confusion with other bidders. It must be noted that the bidder is entirely responsible for the truthfulness and consistency of the information provided.

In all cases, and regardless of the way of submitting the bid, **its first page must be signed by the legal representative of the company**, which must be certified by notarial attestation of representation, or certified copy of the power of attorney.

If confidential information such as customer information, which may be subject to intellectual property rights, and information of a similar nature is submitted, it must be delivered separately in a sealed envelope with an inscription on the cover identifying the content as confidential (section 10 of Law No. 18381, of October 17, 2008). In the event of submitting the bid through the Portal, such information must be duly identified as "Confidential Information" within the zip/rar file containing the entire bid.

This information will only be accessed by the Ceibal Centre for the purpose of assessing the bid. The prices and descriptions of goods and services tendered and the general conditions of the bid are not considered confidential.

2.4. Both domestic and foreign legal entities may participate individually, in partnership or as a consortium, or through a representative.

In the case of domestic companies, the CEIBAL CENTRE will make sure that the bidders are up to date with their BPS (Social Security Bank), DGI (General Taxation Office), and BSE (State Insurance Bank) certificates throughout the process and, in the case of the successful bidder, during the term of the contract. For this purpose, the bidder's submission must clearly specify the corporate name, RUT number, BPS number, and BSE policy number.

2.5. Queries and answers, as well as the request for an extension, must be made through the Ceibal Centre web Portal at compra.ceibal.edu.uy until Thursday, February 16, 2017, at 17 hours. For this purpose, the interested party must provide his contact information, which must be unique and will be related to each bidder.

The content of the questions and answers will be publicly accessible for any interested party visiting the Portal (compras.ceibal.edu.uy), but the asker's contact information will not be disclosed.

The CEIBAL CENTRE will respond to the queries, but will be under no obligation to follow a predetermined order when answering them. Furthermore, in the event of receiving queries outside the established period, it will be within Ceibal Centre's discretion whether it will respond or not, without any liability, with the bidder having to take responsibility for submitting the query outside the period established for it.

The bidding conditions will also include the queries submitted by the bidders, together with the written replies given by the CEIBAL CENTRE, which will be an integral part of these Bidding Conditions.

2.6. Prior to bid opening, all communications between the bidders and the CEIBAL CENTRE will be sent through the portal at compra.ceibal.edu.uy. Once the bids have been opened, the communications sent to the email address provided by the bidder will be deemed valid.

Such communications constitute a means of personal and authentic notification.

2.7. Proposals must show quotations in US dollars or Uruguayan pesos with a tax breakdown.

For comparative purposes, the value of the dollar according to BCU (Uruguay's Central Bank) on the date of the bid opening ceremony will be used.

When the bid specifies the pricing parameters, they will start to be applied when the tender is awarded.

2.8. The terms of payment will be 30 days from the invoice date and after product and/or service approval, by bank transfer.

2.9. If the current tax system levies taxes on the supply or other taxes are introduced during the validity of the bid, and/or during the term of the contractual relationship, such taxes must be borne by the supplier as set out in the terms and conditions established by the current legislation or regulatory norms and standards.

2.10. The bids will be valid for at least 90 calendar days counted from the bid opening date. The term will be renewed automatically for the same periods, unless written communication is submitted by the bidder not agreeing to the aforementioned renewal at least fifteen (15) days before expiry.

2.11. The bidder's submission will be understood as his acceptance of these Bidding Conditions. It is hereby stated for the record that any costs, fees or other expenses directly or indirectly included in the development, preparation and submission of the bid must be borne by the bidder.

2.12. The CEIBAL CENTRE may amend the bidding conditions either on its own initiative or in response to a query or observation submitted by an interested party. If the amendment is of a

substantial nature and may expand the number of interested parties, it will be disseminated using the same means used for the original call. In addition, it will be within Ceibal Centre's discretion to extend the opening date in order to give potential bidders additional time to prepare their bids.

2.13. This competitive tender does not imply any commitment on the part of the CEIBAL CENTRE, and the Centre is even entitled to reject all of the bids submitted without the need to state the reasons and without liability.

2.14. Officials, consultants or staff under contract to the CEIBAL CENTRE who are involved in this hiring process, have participated in its previous phases or are to participate in the hiring stage may not take part in this tender or have any dependency or contractual relationship with the bidding companies or organizations. Failure to observe this restriction may lead to the rejection of the bid or termination of the contract, as appropriate.

3. BID ASSESSMENT AND AWARD.

3.1. The assessment of the tenders will first consider the technical solution, followed by a review of the financial proposal of the bids that have passed the first assessment. The successful bid will be that proposing the lowest price.

3.2 If two or more bids have a similar price, the Ceibal Centre may invite the bidders to improve their bids. For this purpose, the Centre will consider bids with prices similar to those differing from the lowest price by no more than 10% (ten percent).

3.3 Technological improvements: The bidder must guarantee that he will transfer to the CEIBAL CENTRE any improvements in the technology or prices thereof that may occur during the implementation of this call, and during the contract in case of winning the bid.

3.4 Centro Ceibal reserves the right to award all or part of the supply among the different tenders, award a lesser or larger quantity, decide not to award any item, or reject all the proposals submitted, without this entitling the bidders to any claim.

3.5 Once the successful bidder has been determined, the Ceibal Centre will communicate the resolution to all bidders whose bids were still valid on that date. The notification submitted to the successful bidder (at the indicated email address), will constitute confirmation of the award of the contract. The award decision, these Bidding Conditions, and the bidder's Proposal will constitute the contract between the parties until the respective contract is executed. If there is a conflict between what is established in the award resolution, the Bidding Conditions and the Company's Bid, the first two documents shall prevail at any stage of this competitive tender.

4. Terms governing the relationship between the Ceibal Centre and the successful bidder:

4.1 Fine in the case of a breach: if the successful bidder falls behind with the agreed quantities and delivery deadlines, and unless otherwise agreed in the Specific Terms and Conditions or the parties have agreed otherwise in the contract, he may be penalized with a fine equal to 5% of the value of the supply that should have been delivered. The fine will be enforced as of the business day following the delivery deadline. The fine will increase by 1.5% with each additional week's delay. The supplier's failure to deliver the purchased equipment after 30 calendar days will constitute grounds for termination of the contract. In the event of fines being enforced, the CEIBAL CENTRE is authorized to withhold and deduct the amounts thereof from the payments that the Successful Bidder would have to receive.

4.2 Default: The successful supplier will fall into default as a matter of law without the need for any court or out-of-court action or demand after the mere expiry of the agreed terms and deadlines, or after the performance of any act interpreted as doing or failing to do something in breach of any provisions of the business relationship.

4.3 Jurisdiction: Jurisdiction in relation to any dispute resolution or interpretation that may arise from the bidding or the contract will lie with the Courts of the city of Montevideo, in the Oriental Republic of Uruguay, in accordance with the provisions in force on the matter.

4.4 Non-exclusivity: The resulting business relationship between the CEIBAL CENTRE and the bidder(s) will be non-exclusive, with the CEIBAL CENTRE being allowed to enter into agreements with third parties with similar or equivalent terms and services.

4.5 Contract Expansion: The Ceibal Centre reserves the right to expand the awarded amount under the same or better commercial terms, or under terms more advantageous than those resulting from the winning bid.

4.6 Confidentiality: The Successful Bidder commits himself, his employees and other subcontracted companies to ensuring strict confidentiality regarding the documentation and information provided by the CEIBAL CENTRE or resulting from this contract. Consequently, he may not directly or indirectly disclose, use, publish, reveal or otherwise communicate, in whole or in part, any information to third parties, nor will he provide access to unauthorized persons, under any circumstances (even after the end of the business relationship), unless a written authorization is granted by the CEIBAL CENTRE. The CEIBAL CENTRE assumes the same obligation in relation to the information identified as confidential by the Successful Bidder.

5. Eligibility of Related Goods and Services

5.1 All Related Goods and Services to be supplied under the contract must come from any member country listed in section 5.2.

5.2 For the purposes of this clause, the term “goods” includes merchandise, raw materials, machinery, equipment and industrial plants, and “related services” includes services such as transport, insurance, installation, commissioning, training and early maintenance.

List of countries:

Argentina, Austria, Bahamas, Barbados, Belgium, Belize, Bolivia, Brazil, Canada, Chile, Colombia, Costa Rica, Croatia, Denmark, the Dominican Republic, Ecuador, El Salvador, Finland, France, Germany, Guatemala, Guyana, Haiti, Honduras, Israel, Italy, Jamaica, Japan, Mexico, the Netherlands, Nicaragua, Norway, Panama, Paraguay, the People's Republic of China, Peru, Portugal, the Republic of Korea, Slovenia, Spain, Suriname, Sweden, Switzerland, Trinidad and Tobago, the United Kingdom, the United States, Uruguay, and Venezuela.

Eligible Territories

a) French Guiana, Guadeloupe, Martinique, Reunion – as regions of France.

b) Guam, Puerto Rico, United States Virgin Islands – as Territories of the United States of America.

c) Aruba - as a Constituent Country of the Kingdom of the Netherlands; and Bonaire, Curacao, Sint Eustatius, Sint Maarten - as Departments of the Kingdom of the Netherlands.

d) Hong Kong - as a Special Administrative Region of the People's Republic of China.

Criteria for determining Nationality and country of origin of goods and services

For determination of: a) the nationality of eligible firms and individuals, and b) the country of origin of goods and services, the following criteria will be used:

A) Nationality

a) **An individual** is a national of a member country on the list if he or she meets either of the following requirements:

- i. he or she is a citizen of a member country; or
- ii. he or she has an established address in a member country as a “bona fide” resident and is legally authorized to work in that country.

b) **A firm** is a national of a member country if it meets the following two requirements:

- i. it is legally established or incorporated under the laws of a member country; and
- ii. more than fifty percent (50%) of the firm’s capital is owned by individuals or firms from member countries.

All the partners in a joint venture, consortium or association with joint and several liability and all the subcontractors must meet the requirements specified above.

B) Origin of the Goods

The origin of the goods is in a member country if they have been extracted, grown, harvested or produced in a member country. Goods are produced when, through manufacturing, processing or assembling, the result is commercially recognized items whose basic characteristics, function or purpose of use are substantially different from their parts or components.

In the case of goods consisting of several individual components requiring interconnection (which may be done by the supplier, the purchaser or a third party) to make them work, and regardless of the complexity of the interconnection, such goods are deemed eligible for funding if the assembly of individual components was performed in a member country. When a good is a combination of several individual goods that are normally packaged and sold commercially as a single unit, the good is considered to originate in the country where it was packed and shipped to the Commissioning Party.

For the purpose of determining the origin of goods identified as “Made in the European Union”, they will be eligible without the need to identify the corresponding specific European Union country.

The origin of the materials, parts or components of the goods or the nationality of the company producing, assembling, distributing or selling the goods does not determine their origin.

C) Origin of the Services

The country of origin of services is the same as that of the individual or firm providing services in accordance with the nationality criteria specified above. This criterion applies to services related to the supply of goods (such as transport, insurance, assembly, packaging, etc.), construction services and consulting services.