



## **BIDDING GENERAL TERMS AND CONDITIONS**

*Centro Ceibal para el Apoyo a la Educación de la Niñez y la Adolescencia* (hereinafter *Centro Ceibal*), invites providers to register in the providers' database of:

### **EDUCATIONAL PRODUCTS DEVELOPED OR TO BE DEVELOPED FOR DEVICES WITH ANDROID SYSTEM**

The terms and conditions are set forth in these Terms and Conditions and in the Particular Conditions ANNEX A

### **GENERAL CONSIDERATIONS REGARDING REGISTRY.**

Those interested in integrating the registry of educational proposals (hereinafter, the Registry) must comply with the conditions established in these General Terms and Conditions and in the Particular Conditions (ANNEX A).

The registration in the Registry does not generate obligation of contracting on the part of *Centro Ceibal*. Likewise, *Centro Ceibal* may at any time hold a tender or bid for the contracting of the services subject to the Registries.

The expenses, fees and other expenses incurred during the registration process in the Registry will be borne by the interested parties.

*Centro Ceibal* may select among those registered, those providers that it considers comply, by way of example, in background, price, time, experience in providing the service, etc. *Centro Ceibal* may negotiate the contractual conditions with those providers it deems most convenient for its interests, without this resulting in any claim from the other providers. Based on the evaluation, *Centro Ceibal* will finally be able to contract with one or more of the selected providers.

The resolutions resulting from this Registry will be published in the Purchasing portal of *Centro Ceibal*: **compras.ceibal.edu.uy**.

The persons who are employees, consultants or contracted personnel of *Centro Ceibal*, that intervene in this procedure, have intervened in their previous phases, and / or will intervene in the contracting stage cannot register in the Registry, or have a dependency or contractual link with the companies that register. Failure to observe this impediment may result in the cancellation of the Registry provider, or termination of the contract, as the case may be.

The Providers may request the cancellation of the Registry at any time in writing, and *Centro Ceibal* may at any time eliminate, for well-founded reasons, the selected provider/s.

#### **1. Providers Registration- Bid submittal**

**Both national and foreign providers who wish to participate in the Registry must register and send their proposal (s) of service as required in Annex A, by any of the following means:**

a) **Personally in the Purchasing Department** of the Administration and Finance Management of the Center (Avda. Italia 6201, *Edificio Los Ceibos*), from Monday to Friday (except holidays) from 9 a.m. to 5 p.m.



b) Submission of proposals through the **Portal [compras.ceibal.edu.uy](http://compras.ceibal.edu.uy)**. The proposal must be attached to a file using zip or rar format. The file must be identified and dated, and must contain all documents that make up the offer clearly identified. The complete offer (zip / rar file) cannot be higher than 25 megabytes; however it is allowed to include in the zip / rar file text documents with access to links that contain the information required in the Bases.

*CENTRO CEIBAL* reserves the right to request at any time and prior to contracting the original paper documentation.

In case confidential information is presented, by way of example: customer information, which can be the subject of intellectual property and those of a similar nature, must be delivered separately in a sealed envelope whose title qualifies the content as confidential (Article 10 of Law No. 18,381, of October 17, 2008). In case of submitting through the Portal, the previously mentioned information must be included, duly identified "Confidential Information" in the zip / rar file that contains the entire offer. *Centro Ceibal* will only have access to this information with the purpose of evaluating the offer. The prices and descriptions of goods and services offered and the general conditions of the offer are not considered confidential.

In the two cases mentioned above, *CENTRO CEIBAL* will issue a certificate of registration to the Registry and receipt of the offer, which will serve as the only means of proof.

## 2. Evaluation Instances:

*Centro Ceibal* will make periodic closings to evaluate the proposals received at those dates.

The next expected closing date is as follows:

Closing date
06-29-2018

The date may be modified in case *Ceibal* deems it pertinent. The date changes as well as new closing dates will be published in the Purchasing Portal: **[compras.ceibal.edu.uy](http://compras.ceibal.edu.uy)**.

Beyond these evaluation instances, the proposals may be submitted at any time of the year, from the opening of this record. The Registry will remain open for those interested who wish to register, who may do so at any time in the manner mentioned in point 1 above. However, the *Centro Ceibal* will not be obliged to evaluate the providers that register until the planned and informed closing dates.

Annually *Centro Ceibal* may make a new public call to integrate the Registry (Re publication of the Registry) with the subsequent evaluation, not requiring re-registration by providers who are already enrolled.

## 3. Queries and replies:

The queries and replies will be made through the Portal of *Centro Ceibal* **[compras.ceibal.edu.uy](http://compras.ceibal.edu.uy)**. 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 replies will be of public access for any interested party that enters the Portal, leaving in reserve the contact information of the person who has formulated the query.



The deadline for queries will be **three business days prior to each closing.**

CENTRO CEIBAL will evacuate the queries, not being forced to follow a predetermined order in the replies.

The conditions of this Registry will also include the queries that the bidders formulate, together with the written replies given by *CENTRO CEIBAL*, which will be an integral part of the Bidding Terms and Conditions.

All communications between the bidders and *CENTRO CEIBAL*, prior to the evaluation of the offers will be made through the Portal **compras.ceibal.edu.uy**. And once the offers have been analyzed, the communications made to the e-mail reported by the bidders shall be considered valid.

#### **4. Formal conditions:**

Both national and foreign legal entities may participate, individually, as an associate or consortium, or through a representative. At the time of registration each provider must present their identification data (name, address and RUT), representation (for example: photocopy of notarial certificate), and contact information (telephone, fax, contact person, and email address) in order to be notified, and all other necessary information that can be evaluated by *Centro Ceibal*.

In the case of national companies *Centro Ceibal* will control that the bidders are up to date with the certificates of BPS, DGI, and BSE, throughout the process including the contract period, in case of being contracted. For these purposes, the bidders must clearly specify in its offer the company's name, No. RUT, No. BPS, and No. Policy BSE.

#### **5. Service conditions:**

The suppliers that appear to be part of the Registry must be able to comply with the conditions detailed in **ANNEX A**.

##### **I. GENERAL CONTRACTING CONDITIONS**

- **Contract:** Regarding the contracted provider (s), the resolution of the Board of Directors of *Centro Ceibal*, and these Terms and Conditions will constitute the contract between the parties. In case the parties agree to the signing of a contract, these provisions will be complementary to what has been agreed upon.
- **Contracting deadlines:** The contacting will be done for the period of time that the parties agree in each case, and / or while the provider is registered in the respective Registry. Notwithstanding the foregoing, any of the parties may cancel the contract, at any time and without liability, with a notice of at least 60 days.
- **Commercial conditions:** Payments will be made 30 days after the date of the invoice, and after the service's conformity, by bank transfer in a BROU account. The proposals must show the quote as follows:
  1. For products developed locally, the price quote must be presented in Uruguayan pesos with the taxes broken down. In case of not breaking them down, they will be understood as included in the total price offered. They will be able to present parametric of adjustment which would begin to apply from the adjudication.
  2. Products developed abroad must submit the price quote in US dollars.



Present or future taxes that will tax the contracted service, will be charged to the provider, in the terms and conditions established by the law and / or regulation.

- Non-compliance Fine: In the event that the selected provider fails to comply with the contracted service, and unless something different is provided in the Technical Bases, or the parties have agreed to something different in the contract, it will be sanctioned with a fine that will be determined in function of the non-compliance entity, and that will range between 5% to 20% of the monthly invoicing for the service contracted. In case of application of fines, the *Centro Ceibal* is entitled to withhold and deduct from pending payments, the corresponding amount from the amounts that the provider had to receive.
- Arrears: The contracted provider will fall into arrears as of right without need of judicial or extrajudicial management or interpellation of any kind for the only expiration of the terms and agreed 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.
- Competent Jurisdiction: The jurisdiction over any interpretation or elucidation of disputes that may arise from this invitation or the contract, will be the jurisdiction of the Courts of the city of Montevideo, of the República Oriental del Uruguay, in accordance with the national provisions in force in the matter.
- Non-exclusivity: The commercial relationship generated between the *Centro Ceibal* and the contracted provider (s) will be non-exclusive, and the *Centro Ceibal* may enter into agreements with third parties whose terms and services are similar or equivalent.
- Extension/reduction of the Contract: According to the needs of *Centro Ceibal*, it reserves the right to increase / decrease / vary the volume of work assigned / products acquired.
- Confidentiality: The contracted provider obliges itself, its employees and other subcontracted companies, to maintain strict confidentiality with respect to the documentation and information provided by *Centro Ceibal* or generated as a result of the contracting. Consequently, it will not disclose, use, publish, spread or in any way directly or indirectly communicate totally or partially information to third parties or give access to unauthorized persons, under any circumstances, (even after the commercial relationship ends), unless it mediates written authorization of *Centro Ceibal*. *Centro Ceibal* assumes the same obligation with the obligation classified as confidential by the provider.
- Outsourcing: CENTRO CEIBAL may request directly or through a duly authorized person, the awarded company all labor, social security and labor policy and occupational diseases (validity, premiums, recoveries and penalties) ) as well as the one assigned to the fulfillment of this contract. The aforementioned documentation may be requested on a monthly basis or with the periodicity that CENTRO CEIBAL determines. Notwithstanding the foregoing, the Company undertakes to deliver at least monthly, the following documentation, as required by law 18.251: (i) Nominated statement of employment history (Article 87 of Law No. 16,713, of September 3, 1995 ) and receipt of payment of contributions to the social security agency; (ii) Certificate proving the regular status of payment of social security contributions to the corresponding pension entity (Article 663 of Law No. 16.170, of December 28, 1990), (iii) Proof of the State Insurance Bank that proves the existence of the insurance of work accidents and professional illnesses; (iv) Work control form, salary receipts and, where applicable, applicable collective agreement; and (v) personal data of the workers included in the provision of the service in order to carry out the controls that it deems pertinent. CENTRO CEIBAL may withhold the price of the respective month and of the successive months



until the Company does not comply with the aforementioned obligation, as authorized by article 5 of Law 18,251. Also, in case of finding any breach of labor obligations, social security or work accident policy and Occupational illnesses or safety and hygiene measures, CENTRO CEIBAL may terminate this contract immediately, without the need for any judicial or extrajudicial procedure and without this generating any type of responsibility.

- Protection of personal data: The Institute, employees and subcontracted companies, are obliged to treat personal data to which they have access under the contract, in accordance with Law No. 18,331, of August 11, 2008 and Decree No. 414/2009 , of August 31, 2009, solely to provide the service object of the contract, not being able to use them for another purpose, neither for their own benefit, free or onerous, nor to assign them, communicate them or transfer them to third parties, except with prior authorization of the Center and its holders or representatives. *Centro Ceibal* is responsible for the database and treatment, being the Institute in charge of treatment, in accordance with the provisions of subparagraphs H) and K) of article 4 of Law No. 18,331. Therefore, in no case may access to personal data be understood as assignment, communication or permission for its free use by the Institute, its employees and subcontracted companies. In this context, the Institute, its employees and the companies subcontracted by it, are obliged to adopt the security measures necessary to guarantee the security and confidentiality of personal data and to prevent their adulteration, loss, consultation or unauthorized treatment, as well as to detect information deviations. In the event that the personal data used for the provision of the service is hosted, even temporarily, outside the national territory, the Institute is obliged that the server is located in countries considered to have adequate levels to European standards for data protection. Otherwise, they agree to have the consent of the owners of the data; to the importer adhering to the Privacy Shield framework; has subscribed standard contractual clauses with the exporter or has a registered Code of Conduct, with the consequent authorization of international transfer of data processed before the Regulatory Unit and Control of Personal Data, in the last two cases.

At the end of the Contract, the Institute is obliged to remove all personal and acceded data, obtained or processed by virtue of the contract, as well as the associated metadata, from all its physical and logical systems and files, whether owned or contracted to third parties, when corresponding.

For the purposes of this contract, personal information is considered information of any kind referring to individuals or legal entities determined or determinable, by way of example, any numerical, alphabetical, graphic, photographic, acoustic or any other information that refers to them directly or indirectly, in accordance with the provisions of article 4 of Law No. 18,331 and articles 1 and 4 of Decree No. 414/009.