



## BIDDING DOCUMENT OF GENERAL TERMS AND CONDITIONS

Public Pricing Tender Nº XXXX-2018

**CALL AIM: Acquisition for *Centro Ceibal para el Apoyo a la Educación de la Niñez y la Adolescencia*.**

Publication of the Bidding Document and Queries on our website: [www.ceibal.edu.uy](http://www.ceibal.edu.uy)

Date Limit of queries: Thursday, March 1, 2018 , 11:00 am.

**Date of Opening of Offers: Tuesday, March 6, 2018, 11:00 am, at Avenida Italia 6201, Edificio Los Ceibos.**

### 1. SECTION 1 – CALL AIM.

1.1. Introduction and Background of Plan Ceibal: ***Centro Ceibal para el Apoyo a la Educación de la Niñez y la Adolescencia*** is established according to laws 18.640 and 18.719, respectively and Decree 56/010, and its central role is the development and execution of the *Plan Ceibal*.

In this context, and within the framework of *Plan Ceibal*, is that *CENTRO CEIBAL*, calls for Public Pricing Tender, for the purpose of acquiring Micro:bits.

#### 1.2. *SPECIFIC TERMS – ANNEX A*

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

2.1. **Rules that regulate the call:** The Public Pricing Tender will be adjusted to what is established in the present General and Specific Terms and Conditions. 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 interpretative criterion to resolve issues that may arise in the application of the pertinent provisions.

The offers must ensure compliance with the requirements established in the terms and conditions 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 of the Bidding Document: The queries as well as the request for extension, will be made through the Portal of *Centro Ceibal* [compras.ceibal.edu.uy](http://compras.ceibal.edu.uy) until Thursday, March 1, 2018 , 11:00 am. For these purposes, the interested party must provide their contact information, which must be unique and related to each bidder. The content of the questions and answers 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. *CENTRO CEIBAL* will evacuate the queries, not being forced to follow a predetermined order in the replies. Likewise, in case of receiving queries outside the deadline, *Centro Ceibal* will have the discretionary power to respond or not, without any responsibility, assuming the bidder's responsibility for having made the query after the deadline set for it.

The conditions of the present call 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 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 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 in the opening of bids, he must make his request through the Portal **compras.ceibal.edu.uy**, at least 5 (five) business days before the date established in the Bidding Document 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 bids, will be made through the Portal **compras.ceibal.edu.uy**. 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. Requirements for submission of Offers: *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.

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. If the selected bidder were 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: Both national and foreign legal entities which comply with the requirements established in the bidding rules may participate, individually, as an associate or consortium.

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 the Tuesday, March 6, 2018, 11:00 am (before the opening of offers):

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 9:00 a.m. to 5:00 p.m., or in the opening.

b) Send by courier. In this case it must be delivered to the Purchasing Department of *CENTRO CEIBAL*, which will be responsible for issuing the proof of receipt, otherwise it may be considered as not submitted.

c) 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 according to point 3.1 of these Terms and Conditions. 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 this Bidding Document. At the same time, the bidder will send the encryption key to the public notary to the following e-mail address [password@ceibal.edu.uy](mailto:password@ceibal.edu.uy). During the opening, the acting Notary will proceed to decrypt the offer.

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

In all three cases, *CENTRO CEIBAL* will issue a certificate of receipt of the offer which will serve as the only means of proof of receipt of the offer in a timely manner. Therefore, it is the burden of the interested bidder to ensure this record before the opening of the bids.

In the event that the same bidder sends more than one offer (by any of the means provided), the last one received prior to the date and time of opening thereof will be considered valid.

The bidder assumes full responsibility for the medium chosen for the presentation of the offer, means that ensure the confidentiality of the offer until the moment of opening it. In case of difficulties in any of the aforementioned means, *CENTRO CEIBAL* reserves the right to evaluate the exception and accept the offer (provided that it is received in date and time), as long as the equality of the bidders and the transparency of the process are not altered.

2.7. Formalities: In cases a) and b) above, the bidder must present the offer in a sealed envelope (original, copy and a copy on CD and / or pen drive), and duly identified with the (i) name of the bidder (company name) and RUT) and contact data (\*), and (iii) Subject, Ref.: CPP "Adquisición de Micro:bits-2018"

(\*) In case of having made queries prior to the opening act, the same contact data that by this means were reported must be provided, in order to avoid any kind of confusion among the bidders. It is noteworthy that the bidder is entirely responsible for the accuracy and uniformity of the information provided.

In all cases, and whatever the means of presentation of the offer, the first sheet of it must be signed by the legal representative of the company, which must be accredited by notarial certificate of representation, or notarial power of attorney. In addition, it will be necessary to include the form of identification of the bidder attached to the specifications.

2.8. Opening of offers: The opening of the offers will take place on the Tuesday, March 6 of 2018, 11:00 am, at the facilities of *CENTRO CEIBAL* (Av. Italia 6201, Edificio Los Ceibos).

Prior to the opening of the offers, those that wish to be present at the opening, shall accredit their status as representatives or attorneys to appear at the event, by means of notarial documentation attesting to the representation invoked. The presence of the bidders at the opening is not mandatory, but those who attend may take cognizance of the bids submitted, except for the

information that has been presented and classified as "confidential information", as provided in section 3.1. B).

Once the bids are open, the acting Notary will control the documents that make up the offer, leaving a record in the moment of all the documentation presented.

Subsequently, the originals of all the offers submitted will be initialized, together with the Public Notary designated by *CENTRO CEIBAL* for the opening, who will subsequently draft and sign the respective Minutes, together with the bidders' representatives present there.

*CENTRO CEIBAL*, after analyzing the offers, may grant the proponents a reasonable period of time to remedy the defects, formal deficiencies or obvious or minor errors, provided that the equality of the bidders is not materially altered.

2.9. Disclaimer of Liability: *CENTRO CEIBAL* may desist from the call at any stage of its execution, 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 recorded that costs, fees and other items included directly or indirectly with the elaboration, preparation and presentation of their offer will be on the bidders.

### 3. SECTION 3 - FORM AND CONTENT OF THE OFFER

The offer must be written in Spanish, with the exception of brochures that may be submitted in English.

#### 3.1. Content of the offers (if applicable, according to what is established in Annex A):

A. Technical Proposal: This section will contain detailed information for each of the technical aspects indicated in the Technical Document.

In case confidential information is presented, it 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 sending it 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.

The bidder must guarantee that it will transfer to *CENTRO CEIBAL* the improvements in the technology or in the values of it that may occur during the execution of this call and during the contracting in case of being awarded.

B. Economic Proposal: Proposals must show the quote, in US dollars CIF Montevideo.

The payment method may be:

(i) 30 days of invoice date and prior product and / or service conformity, by bank transfer in a BROU account.

(ii) Conformity of the required documentation (commercial invoice, bill of lading, packing list, etc.) by irrevocable and transferable letter of credit.

(iii) Collection against compliance of the shipping documentation.

(iv) By international bank transfer as agreed with the supplier prior product / service conformity.

If during the term of maintenance of the offer, and / or during the validity of the contractual relationship, the current tax system, as well as other taxes that may be created, will tax the supply, such taxes will be charged to the supplier under the terms and conditions that establishes the legal and / or regulation norm.

D. Terms and delivery schedule: The bidder must specify in its offer the conditions and delivery schedule of the products offered in accordance with the provisions of point 4 of Specifications Annex A.

#### 4. SECTION 4 – EVALUATION OF TENDERS AND SELECTION OF PREFERRED BIDDER

4.1. Evaluation criteria: The evaluation of the offers does not oblige *CENTRO CEIBAL* to define the selection based exclusively on the most economical offer; this concept also requires an adjusted global weighting, taking into account, among other factors, delivery times.

*Centro Ceibal* reserves the right to negotiate the conditions of the offer with those that it deems most convenient for its interests, without this resulting in any claim from the other bidders.

4.2. Adjudication: *CENTRO CEIBAL* reserves the right to award the offer (s) it deems most convenient for its interests and the needs of the service, being able to deviate from the report and recommendation of the Teams of Specialists for well-founded reasons.

In this context, it is empowered to:

- award the bidder that meets the best conditions.
- select none of the items.
- divide the adjudication.
- award less quantity to the bid.
- consider as a preponderant aspect to reject an offer, the background of the bidders related to the commercial conduct assumed in terms of the compliance of contracts with *CENTRO CEIBAL* and, with other state agencies, and private companies.

Once the winning bid has been defined, *CENTRO CEIBAL* will communicate the decision to all offers that remain valid as of the date of the communication.

#### 5. SECTION 5 – CONTRACT SIGNING.

5.1. Communication to the awardee: The communication sent to the awarded bid (to the e-mail reported), will constitute the confirmation of the award of the bid. The award resolution, the present Bidding Document, and the proposal of the bidder shall constitute the contract between the parties, until the respective contract is signed. If there is a conflict between the provisions of the award resolution, the Bidding Document and the Company Proposal, the first two documents shall prevail; at any stage of the present contest.

5.2. Contract Signing: The following documentation will be part of the contract, in the following order:

1) Contract (which will contain an Agreement of Levels of Services - SLA if applicable).

2) Bidding Document

3) Awarded offer

5.3. Confidentiality: The Awardee 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 contract. 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.

5.4. Sanctions: The conducts that configure breach of the Awardee, may give merit to the imposition of the following sanctions:

Fine: The Awardee may be sanctioned with a fine. In cases where there is no express sanction defined in the Service Level Agreement or in the Contract, it will be sanctioned with a fine that will be determined based on the entity's non-compliance, which will range from 5% to 20% of monthly billing for the contracted service. In the case of the acquisition of products, in case the selected supplier is delayed in the agreed quantities and delivery times, and unless something different has been arranged in the Technical Bases, or the parties have agreed something different in the contract, it will be sanctioned with a fine equivalent to 5% on the value of the supply that should have been delivered. The fine will be applied from the business day following the expiration of the delivery period. For each additional week of delay, the fine will increase by 1.5%. After 30 calendar days of delay, without the supplier having delivered the purchased equipment, it will be grounds for rescission of the contract.

In case of application of fines, *CENTRO CEIBAL* is entitled to retain the amounts that the Awardee must receive.

5.5. Competent jurisdiction: The jurisdiction over any interpretation or elucidation of disputes that may arise from the bidding or the contract, will be the jurisdiction 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.

5.6. 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.

5.7. Contract extension: *CENTRO CEIBAL* reserves the right to extend the amount awarded in equal or better commercial terms, or in more advantageous terms than those resulting from the awarded bid, through i) expansion or ii) short list competitive process. In case of opting for the latter, the short list will consist of the bidders that have submitted the product in accordance with the requirements of the Bidding Document.

5.8. 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.