

TENDER GENERAL SPECIFICATIONS

Acquisition of Micro Bits

INTERNATIONAL OPEN TENDER

Centro Ceibal para el Apoyo a la Educación de la Niñez y la Adolescencia.

Publication of the specifications and consultations on our website:
www.ceibal.edu.uy

Deadline for consultations: Friday, September 21, 2018, 5:00 p.m.

Bid Opening Date: Tuesday September 25, 2018, 11:00 am, at Avenida Italia 6201, Edificio *Los Ceibos*.



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1. SECTION 1 – CALL AIM.

1.1. Introduction and background of Plan Ceibal:

Centro Ceibal para el Apoyo a la Niñez y la Adolescencia (Centro Ceibal), a public non-state person created by Law N ° 18.640, of January 8, 2010, has among its tasks, among others, the management of the Plan Ceibal (*Programa para la Conectividad Educativa de Informática Básica para el Aprendizaje en Línea*), *Plan Ibirapitá* (Decree 130/2015, of May 15, 2015), and *Programa Jóvenes a Programar* (Decree 407/016 dated December 26, 2016), without prejudice to other programs that for reasons of public interest the Executive Power assign.

In this context, CENTRO CEIBAL, calls for this international open tender, in order to acquire: **Micro Bit Go Bundle, Micro Bit Club Bundle y Micro Bit Expansion Pack.**

1.2. TECHNICAL SPECIFICATIONS – ANNEX A

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

2.1. Norms that govern the call

The tender will be adjusted to what is established in the present General and Particular Terms and Conditions. Likewise, the selection of the bidder and the contractual execution shall be governed by the following general principles:

- a) transparency;
- b) absence of ritualism;
- c) materiality;
- d) truthfulness;
- e) equal treatment;
- f) due process;
- g) concurrency;
- h) 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 of the Tender Specifications.

By the mere presentation of the bidder, it is considered that it accepts this Tender and other applicable provisions to the present call. In case of conflict between the Specifications and the offer, the Specifications shall prevail.

2.2. Consultations of the Specifications:

The consultations and responses, as well as the request for an extension, will be made through the Centro Ceibal Portal until Friday, September 21, 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 consultations and responses 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 responses of the same. 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 request after the deadline set for it.

The conditions of the tender will also include the queries that the bidders make, together with the written responses given by CENTRO CEIBAL, which will be an integral part of this Tender Specifications.

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 compras.ceibal.edu.uy, at least 5 (five) business days before the date established in the General Specifications 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 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

Certificates:

CENTRO CEIBAL will check that the bidders are up to date with the BPS, DGI, and BSE certificates, throughout the process and in the event of contracting during the term of the same. For these purposes, the bidder must clearly specify in its offer the company name, No. RUT, No. BPS, and No. BSE Policy.

The suppliers must include in the offer the **Bidder Identification Form**, attached to the end of the document.

B. Representation of the Bidders

If the bidder is a Commercial Company (national or foreign), it must be attached to the offer notarial certificate proving the constitution, validity and representation of the same, according to the social contract, or social statute. If it 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 signing of the contract.



C. Legal Status of the Bidders

Companies can present themselves individually or collectively. In the latter case, companies must be jointly and severally bound by all stages of contracting, establishing it expressly, and must attach the documentation required in these specifications for each of them.

Both national and foreign legal entities may participate, individually, as an associate or consortium, which comply with the requirements established in the specifications of this tender.

In the case of presenting companies collectively, they must be jointly and severally bound for the entire term of the contract, which must be expressly stated in the offer.

The submission of joint offers by companies that plan to consortia under the provisions of arts. 501 to 509 of the law N ° 16.060 dated September 4, 1989, must attach to the offer:

- 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 renewable for successive periods of 90 days, unless written communication is provided by the bidder, not according to the aforementioned renewal, which must be communicated in advance at least 10 (ten) 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 September 25, 11:00 am (before the bid opening Act):

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., or at the opening ceremony.

b) Sending it by courier. In this case it must be delivered to the Purchase Management of CENTRO CEIBAL, who will be responsible for issuing the proof of receipt, otherwise it may be considered as not submitted.



c) Submitting it through the Portal compras.ceibal.edu.uy. The proposal must be enclosed in a file encrypting 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 the provisions of point 3.1 of these Terms and Conditions. The complete offer (zip / rar file) cannot exceed 25 Megabytes; nevertheless it is admitted to include in the zip / rar file text documents with access to links that contain the information required in these Terms and Conditions. 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. At the opening ceremony, the public notary will proceed to decrypt the offer.

CENTRO CEIBAL reserves the right to request, at any time and prior to the award, 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 the reception of this certificate of receipt 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 due time and manner), as long as the equality of the bidders is not altered as well as the transparency of the process.

2.7. Formalities:

In cases **a)** and **b)** above, the bidder must send the offer in a sealed envelope (original, copy and a copy on CD and / or pen drive), and duly identified with (i) the name of the bidder (name and RUT) and contact details (*), and (iii) *Asunto, Ref.: LPI Adquisición de Micro Bits*

(*) In case of having made consultations prior to the opening act, the same contact data must be provided than the ones reported by this means, in order to avoid any kind of confusion between 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.

2.8. Opening Act.

The **opening of the offers will take place on Tuesday, September 25, 11:00 am**, at the facilities of CENTRO CEIBAL (Av. Italia 6201, Edificio Los Ceibos).

Prior to the opening of bids, those people that wish to be present at the opening ceremony of the bids, must prove their status as representatives or attorneys to appear at the event, by means of notarial documentation proving the invoke representation or Simple Authorization Letter (**SEE MODEL**) accompanied by a photocopy of documentation proving the representation of the person issuing the authorization. To do this they must present such documentation in hand outside the envelope of the offer to be displayed prior to entering the opening.



The presence of the bidders at the opening ceremony 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 point 3.1. B).

Once the bids are open, the Acting Notary will control the documents that make up the offer as well as the presentation of the proof of maintenance deposit of the offer (see point 3.1), recording all the documentation presented in the minutes.

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

CENTRO CEIBAL may desist from the call at any stage of its execution, 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 recorded that costs, fees and other items included directly or indirectly with the elaboration, preparation and presentation of the 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 submitted in English.

3.1. Content of the offers:

A. Legal Background:

The companies must have a recognized track record in providing the services / supply tendered. For this purpose, the references that support this condition will be provided (for example, signed letters from clients, contact details, successful cases), and the applicant may request, when it deems necessary, additional information in this regard.

B. Technical Proposal:

This section contains detailed information for each of the technical aspects indicated in the Technical Specifications.

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 sending through the Portal, that information must be included, duly identified "*Información Confidencial*" 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 its values that may occur during the execution of this call and during the contracting in case of being awarded.



C. Economic Proposal:

Proposals must show the quotation, in US dollars with the taxes broken down accordingly. In case of not breaking them down they will be understood as included in the total price offered.

CIF Montevideo will be quoted, the bidder must specify when it quotes any item, as appropriate.

The condition and payment term may be:

- (i) 30 days of invoice date and prior product and / or service compliance, 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) By international bank transfer as agreed with the supplier prior product / service conformance.

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. Conditions and delivery Schedule:

The bidder must specify in its offer the conditions and delivery schedule of the products offered according to point 5 of the Specifications Document.

4. SECTION 4 – EVALUATION OF OFFERS AND AWARD

4.1. Teams for the evaluation of the submitted proposals:

The offers will be evaluated according to the background and experience of the bidder, the technical, commercial and delivery deadlines, by Specialist Teams designated for the purpose.

These Specialist Teams will make their respective reports in their areas of competence and a final report together with the recommendation of awarding to the Board of Directors of CENTRO CEIBAL, who will arrange the award or cancel the purchase.

4.2. Evaluation Criteria:

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 an adjusted global weight, taking into account, among other factors, the technical aspects, the company's background, delivery times, etc.

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.

4.3. Final report of the evaluation of offers:

The members of the Specialist Teams will make a joint final report identifying the eligible offers and establishing an order of preference among them; and prior to being submitted to the consideration of the Board of Directors of Centro Ceibal, a hearing will be given of the bidding companies for a period of 5 working days from the first day following the notification. Within this period of time, the bidders may formulate in writing the considerations that merit the procedure performed up to that moment and the report of the *Comisión Asesora de Adjudicaciones*. It is not necessary to wait for the expiration of that term to award, if the bidders state in writing that they have no considerations to make.



4.4. Award:

CENTRO CEIBAL reserves the right to award the tender to the offer (s) it considers most convenient for its interests and the needs of the service, being able to deviate 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, and may cancel the purchase if it considers that there are merit or convenience considerations that justify it, even without expression of cause or liability as indicated in point 2.9 of this Statement.

In this context, it is empowered to:

- award the bid to the bidder who meets the best conditions.
- not assign any bid or any item.
- divide the award.
- award less quantity to the bid.
- consider as preponderant aspect to reject an offer, the background of the bidders related to the commercial conduct assumed in the fulfillment of contracts with them and, with other state agencies.

Once the awarded bid has been defined, CENTRO CEIBAL will communicate the resolved to all offers that remain valid as of the date of the communication

5. SECTION 5 – SIGNING THE CONTRACT.

5.1. Communication to the Awardee:

The communication sent to the awarded offer (to the e-mail reported), will constitute the confirmation of the award of the bid. The award resolution, the present Specifications, 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 Specifications and the Company Proposal, the first two documents shall prevail; at any stage of the present contest.

5.2. Constitution of Guarantee:

Within 10 calendar days following notification of the award, the selected bidder shall constitute a guarantee of faithful compliance with the contract, equivalent to 5% of the total amount awarded. Said guarantee may be established at the discretion of Centro Ceibal, by withholding payments, or by deposit in cash, public securities, bond or bank guarantee or bail insurance policy.

If it is a foreign bank or insurer, it must have representation in Uruguay or be accepted by a local banking / insurance institution. Likewise, if the guarantee is issued by a banking or insurance institution, the constituent document must contain a clause that establishes that the aforementioned guarantee can only be released upon prior written communication from Centro Ceibal.

If the guarantee is not constituted in the manner and term indicated, CENTRO CEIBAL may cancel the award. In this case, CENTRO CEIBAL may reconsider the study of the Bid, excluding the bidder awarded in the first instance.

The guarantee of faithful fulfillment of the contract can be executed in case the successful bidder fails to comply with the contractual obligations. And it will be returned once the fulfillment of all the contractual obligations has been accredited.

5.3. Contract Signing:

The awardee must present himself to sign the contract within a period of 5 working days from the day following the notification to appear for this purpose, otherwise the maintenance guarantee of the offer will be executed. In the case of foreign companies, for the purpose of signing the contract



and for any litigation that may arise, Centro Ceibal may require the awarded bidder (s) (who are not domiciled in Uruguay), to appoint a legal representative with address in Uruguay for the purposes of notifications.

The following documentation will be part of the contract, in the following order:

- 1) Contract (which will contain a Service Level Agreement - SLA).
- 2) Specifications
- 3) Awarded Offer

5.4. 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 this contract. Consequently, it will not disclose, use, publish, disclose or in any way directly or indirectly communicate totally or partially information to third parties or give access to unauthorized persons, under any circumstances, unless there is written authorization from CENTRO CEIBAL.

CENTRO CEIBAL assumes the same obligation with the obligation classified as confidential by the Awardee.

5.5. Exemption from Liability for violation of Intellectual Property obligations:

The awardee assures CENTRO CEIBAL that the creations and works made for it will be original and will not infringe any right of Intellectual or Industrial Property of third parties, including, but not limited to, copyrights, trademarks and other distinctive signs, patents and invention, utility models, industrial designs, advertising phrases, commercial name, domain names on the Internet, trade secret, or undisclosed information, image rights or similar legal rights, and that are not taxed, subject to inhibition or affected by any way that affects its free availability by CENTRO CEIBAL.

The awardee declares to assume full responsibility for legal actions and / or claims of any nature - including, but not limited to, extrajudicial, judicial, civil, criminal or administrative claims - that may arise in relation to the originality and authorship of the Works made for the Agency and shall be liable for damages, fines, penalties, costs, legal expenses, attorney's fees, expenses, and any other losses that may be incurred by CENTRO CEIBAL for this reason.

It will be the sole responsibility of the awardee to use patents for invention, trademarks and other types of intellectual property (rights of copying and use of books and computer programs, etc.) belonging to third parties that it requires to carry the aim of this tender. Any amount that the adjudicator would have to pay in order to make use of such rights of third parties, will be of its exclusive charge and cost.

5.6. 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 breach, which will range from 5% to 20% of monthly billing for the service contracted. 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 Specifications, 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 authorized to withhold the amount of the same from the amounts that the Awardee would have to receive.

- Rescission of the Contract due to total or partial non-compliance. By way of example, may lead to the termination of the contract:

- Failure to comply with the obligations established in these terms and conditions and in the Service Level Agreement, which by its entity, in the opinion of CENTRO CEIBAL and by well-founded resolution, make it inconvenient to provide the services of the Successful Bidder.

- That the Awardee incurred in fraud, gross negligence or breach of the obligations and conditions stipulated in the Tender Specifications, Bid and in the Contract.

- Failure to pay corresponding tax and insurance obligations.

CENTRO CEIBAL may require the awarded company to prove that it is up to date in the payment of the current social laws, tax contributions, health insurance that corresponds, as well as that the staff is insured against work accidents, in accordance with the current dispositions.

In any of the aforementioned cases, CENTRO CEIBAL may terminate the contract, and claim the damages and losses caused by said breach plus the corresponding fine.

5.7. 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.

5.8. 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.

5.9. Contract extensions:

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) extension 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 Specifications.

5.10. Arrears:

The awarded supplier will fall into default as of right without the need for judicial or extrajudicial management or interpellation of any kind due to the expiration of the terms and conditions agreed, 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.



MODEL OF THE AUTHORIZATION LETTER

Montevideo, __ de ____ de 2018

El/los abajo firmantes en representación del oferente _____ RUT/N° de identificación fiscal _____ autorizamos a _____, CI _____, para que nos represente y asista en el acto de apertura de la Licitación Internacional "Micro Bits"

Centro Ceibal, el día ____ de ____ de 2018, a efectos de que presente la oferta y/o formule aclaraciones/observaciones.

Por el Oferente

Firma representante:

Aclaración:

Documento identidad:

Acompañar fotocopia de la documentación que acredite la representación de quien expide dicha autorización.

Montevideo, ____ of ____ of 2018

The undersigned on behalf of the bidder _____ RUT / Tax ID No. _____ authorize _____, ID _____, to represent us and assist in the opening act of the International Open Tender "Micro Bits" Centro Ceibal, on the day ____ of ____ of 2018, in order to present the offer and / or formulate clarifications / observations.

For the Bidder

Representative signature:

Full name:

ID Number:

Attach a photocopy of the documentation proving the representation of the person issuing the authorization.



FORMULARIO DE IDENTIFICACION DEL OFERENTE

Proceso de Compra							
Razón Social:							
Nombre Comercial:							
R.U.T.:							
Número de Póliza/s BSE.:							
País/Ciudad:							
Código Postal:							
Dirección:							
Teléfono:							
E-Mail:							
Persona de contacto:							
Firma:							
C.I.:							
Medio por el cual se enteró del llamado:	<ul style="list-style-type: none"> - Diario de circulación nacional - Mail - Portal de Compras - Revista Contacto - Otros (indicar en observaciones) 	<table border="1" style="border-collapse: collapse; width: 30px;"> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table>					
Observaciones:							



BIDDER IDENTIFICATION FORM

Purchase Process		
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:	- National Journal	<input type="checkbox"/>
	- Mail	<input type="checkbox"/>
	- Purchase Portal	<input type="checkbox"/>
	- Revista Contacto	<input type="checkbox"/>
	- Others (indicate in observations)	<input type="checkbox"/>
Observations:		

