

BIDDING DOCUMENT OF GENERAL TERMS AND CONDITIONS

Public Pricing Tender

Contracting an English teaching service through an online platform for *Jóvenes a Programar*

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

Date Limit of queries: February 1, 2019, 5:00 pm.

Date of Opening of Offers: February 7, 2019, 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 No. 18,640, of January 8, 2010, has among its tasks, among others, the management of *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 of December 26, 2016) , without prejudice to other programs that, for reasons of public interest, the Executive Branch may assign.

In this context, and within the framework of *Programa Jóvenes a Programar*, is that CENTRO CEIBAL, calls for Public Pricing Tender, for the purpose of contracting an English teaching service through an online platform for *Jóvenes a Programar*.

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 and Regulation of Purchases and Contracting of Goods, Services and Works (<https://www.ceibal.edu.uy/storage/app/media/reglamento-de-compras-y-contrataciones-de-bienes-servicios-y-obras-21032018.pdf>). Likewise, the selection of the bidder and the contractual execution will be governed by the following general principles:

- a) transparency;
- b) absence of ritualism;
- c) materiality;
- d) veracity;
- e) equal treatment;
- f) due procedure;
- g) concurrence; and
- 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 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 until Friday February 1 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 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.

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:

Certificates.

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.

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.

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

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

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

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

- Minutes expressing the intention to consort, with notarial certification of signatures, details of the services that each member of the consortium will assume, as well as the proportions with which each participant 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 officer to contract obligations and receive instructions for and on behalf of each and every one of the members of the consortium.
- Evidence in the Minutes 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 acquisition.
- 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.

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 10 (ten) 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 Thursday February 7, 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. 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. 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 Servicio de enseñanza de inglés a través de plataforma online para Jóvenes a Programar.**

(*) 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 (ANNEX 3).

2.8. Opening of offers:

The opening of the offers will take place on February 7, 2019, 11:00 am, at the facilities of CENTRO CEIBAL (Av. Italia 6201, Edificio Los Ceibos).

Prior to the opening of bids, those 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 attesting to the representation invoked or Simple Authorization Letter (**SEE MODEL Annex I**) accompanied by a photocopy of documentation proving the representation of the person issuing said authorization. To do this they must present such documentation in hand outside the envelope of the offer to be displayed prior to the opening of offers.

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, 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.

The offer must be submitted in two (2) sealed envelopes and duly identified, the first sheet of each envelope must be signed as foreseen in point 2.7 above.

ENVELOPE 1 - Formal Documentation and Technical Proposal must include the information mentioned in point 2.5 A, B and C (where applicable), as well as the information required in the Technical Specifications.

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.

ENVELOPE 2 - Economic Proposal

The proposals must show the quote, in US dollars or 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. **It should be quoted according to what is established in the technical sheet point 7.**

For comparative purposes, the value of the dollar banknote of the BCU of the day before the bid opening date will be considered.

When parametric price adjustment is specified in the offer, it will begin to apply from the award.

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) 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.

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

4.1. Teams for the evaluation of the proposals presented:

The offers will be evaluated according to the background and experience of the bidder, and in accordance with what is specified in point 6 of the Technical Bidding, by Specialist Teams designated for that purpose.

4.2. Evaluation criteria:

4.2.1 PREFERENCE REGIMES:

Centro Ceibal in each case will analyze if it is appropriate to grant the preference according to the provisions of current regulations. It is the burden of the offeror to submit it within the deadlines set in the call for collections and other requirements established in the current regulations. Centro Ceibal is not obliged to suspend the process of the call due to the unavailability by the interested party of said documentation in the times defined in the call.

A) National Industry Preference: Art. 41 of Law No. 18,362 and Decrees of Executive Power No. 13/2009 and 164/13, as well as in the amendments, interpretative and concordant rules.

Bidders who wish to benefit from the benefit must declare in their offer if the goods or services qualify as a national in light of the requirements of current legislation. In the event that it is declared that the work (s) qualify as national, the offeror requires: (i) sworn statement detailing the goods or services to be provided that qualify as national; and (ii) in the event of being awarded the contract, the respective certificate of origin issued by the Certifying Entities must be presented within a term not exceeding 10 business days.

In case of absence of declaration, or failure to submit said information, it will be interpreted that the work (s) does not qualify as national and no preference will be granted.

B) Special regimes included in Sub Programa de Contratación Pública para el Desarrollo: Article 44 of Law 18,362 and Executive Power Decree No. 371/010 and No. 164/13, as well as in the amending, interpretative and concordant rules.

b.1) Preference in the price: For the application of the benefit, the offeror must submit together with the offer: (i) Certificate issued by DINAPYME that proves his participation in *Sub Programa de Contratación Pública para el Desarrollo*, and (ii) sworn statement that accredits the percentage of national integration according to art. 8 of Decree 371/010 (model ANNEX II).

If the required information is not provided, Centro Ceibal will not apply the preference.

In case of being awarded the contract, the respective certificate of origin issued by the Certifying Entities must be presented within a period not exceeding 15 business days.

b.2) MARKET RESERVE: Companies that present their Certificate of Participation in *Sub Programa de Contratación Pública para el Desarrollo* of MIPYMES issued by DINAMA, will have the possibility of being beneficiaries of the use of a market reserve, according to article 11 of Decree 371/010, whenever they explicitly invoke the intention of it in their own offer.

4.2.2 Comparison

The evaluation of the proposals will be carried out in accordance with the formula provided in point 6.3 of the Technical Specifications.

Offers that do not exceed the technical evaluation, will not be considered and the envelope corresponding to the price offered, will be returned to the offeror without opening.



The envelopes of the economic offers of the proposals that exceed the technical evaluation will be opened in public act by the designated Notary, and on the date that CENTRO CEIBAL will determine and inform the corresponding companies.

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. Adjudication:

CENTRO CEIBAL reserves the right to award the process to the bid (s) it deems most convenient for its interests and the needs of the service, being able to depart 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, being able to cancel the purchase if it understood that there are considerations of merit or convenience that justify it, even without expression of cause or liability as indicated in point 2.9 of this Document.

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's Proposal, the first two documents shall prevail; at any stage of the present tender.

5.2. Constitution of Guarantee:

Within 10 calendar days following notification of the award, Centro Ceibal may request from the selected bidder the constitution of a guarantee of faithful performance of the contract, equivalent to 5% of the total amount of the contract when it can be determined, or 5 % abbreviated maximum bid limit (article 33 TOCAF). In the latter case, a guarantee supplement may be requested in case the billing of the service exceeds that percentage.

Said guarantee may be established at the discretion of Centro Ceibal, by withholding payments, or by deposit in cash, public securities, bank guarantee or guarantee insurance policy, in which case it shall expressly cover the contingencies arising from non-compliance with labor regulations, social security, occupational accidents and occupational disease (Law 18,099 and 18,251). In the case of 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 aforementioned manner and term, Centro Ceibal may cancel the award, and reconsider the study of the call with the exclusion of the bidder awarded in the first instance.



The guarantee of faithful fulfillment of the contract may be executed in case the successful bidder fails to comply with the contractual obligations and will be returned once the fulfillment of all obligations by the awarded company has been proved.

5.3. Contract Signing:

Once the award has been resolved, the parties will sign the respective contract. The following documentation will be part of the contract, in the following order:

- 1) Contract (which will contain an Service Level Agreement - SLA if applicable).
- 2) Bidding Document
- 3) Awarded offer

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

- Rescission of the Contract due to total or partial non-compliance. By way of example, the following may lead to the termination of the contract:
 - Failure to comply with the obligations established in this document 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 Bidding Document, Bid and in the Contract.
 - Failure to pay mandatory taxes and insurance obligations.

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

5.5. 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.



ANNEX I

AUTHORIZATION LETTER MODEL

Montevideo, __ of ____ of 2019

The undersigned on behalf of the offeror _____ RUT / Tax ID No. _____ authorize _____, ID _____, to represent us and attend the opening ceremony of the Public Pricing Tender "Contracting an English language teaching service through an online platform for *Jóvenes a Programar*" Centro Ceibal, on ____ of ____ of 2019, in order to present the offer and / or formulate clarifications / observations.

For the Bidder:

Representative signature:

Clarification:

Identity Document:

Attach a photocopy of the documentation that proves the representation of the one who issues said authorization.



ANNEX II

Sworn Declaration Model:

The undersigned (name of the person signing and having powers to represent the company) on behalf of (name of the offering company) declares that the bidding company qualifies as MIPyME according to the attached certificate issued by DINAPYME, and therefore the services, the works, the goods, qualify as a national in accordance with the current legal regulations (Dec. 371/2010, Article 8).

The price offered is discriminated according to the following detail:

Goods _____ XX%
Materials _____ XX%
Workforce _____ XX%
Total _____ 100%

It is estimated that the national workforce represents XX% of the total workforce previously declared.

It is estimated that the goods that qualify as national represent XX% of the total of goods declared previously.

It is estimated that materials that qualify as national represent XX% of the total of materials declared above.

Therefore, I request the application of the benefit enshrined in art. 10 of Decree 371/2010.



ANNEX III

OFFER 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:	<table border="1"> <tr> <td>- National Journal</td> <td><input type="checkbox"/></td> </tr> <tr> <td>- El Observador Journal</td> <td><input type="checkbox"/></td> </tr> <tr> <td>- Semanario Búsqueda</td> <td><input type="checkbox"/></td> </tr> <tr> <td>- Mail</td> <td><input type="checkbox"/></td> </tr> <tr> <td>- Purchase Portal</td> <td><input type="checkbox"/></td> </tr> <tr> <td>- Revista Contacto</td> <td><input type="checkbox"/></td> </tr> <tr> <td>- Others (indicate in obs.)</td> <td><input type="checkbox"/></td> </tr> </table>	- National Journal	<input type="checkbox"/>	- El Observador Journal	<input type="checkbox"/>	- Semanario Búsqueda	<input type="checkbox"/>	- Mail	<input type="checkbox"/>	- Purchase Portal	<input type="checkbox"/>	- Revista Contacto	<input type="checkbox"/>	- Others (indicate in obs.)	<input type="checkbox"/>
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Observations:															

