

BIDDING SPECIFICATIONS**Acquisition of English Learning Platform****INTERNATIONAL PUBLIC BID**

Ceibal Centre for the Support to Childhood and Adolescence.

Publication of Bidding Specifications and Enquiries in our website:
compras.ceibal.edu.uy

Deadline for Enquiries: Friday 28st June, 2019, 5 PM

Bid Opening Dates: Thursday 4th July, 2019, 11 AM in Avenida Italia 6201, Los Ceibos Building.

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1. CHAPTER 1 – PURPOSE OF THE CALL

1.1. Introduction and background of Plan Ceibal:

One of the goals of Ceibal Centre for the Support to Childhood and Adolescence (Ceibal Centre), non-governmental public entity created by virtue of Law no.18.640 as of January 8th, 2010, is, among others, the management of Plan Ceibal (Program for Basic Computer Educational Connectivity for Online Learning), Plan Ibirapitá (Decree 130/2015 as of May 15th, 2015), and the Youth to Program (Decree 407/016 as of December 26th, 2016), without prejudice to other programs that may be assigned to it by the Executive Power on public interest grounds.

Within this context, and in the framework of Plan Ceibal, CEIBAL CENTRE calls for this international public bid in order to acquire a SaaS digital Platform for teaching English, for Primary Education students mainly focused on students from 10 to 12 years old, for 4th, 5th and 6th grade of Primary.

1.2. SEE BIDDING SPECIFICATIONS- APPENDIX A

2. CHAPTER 2 – REGULATIONS GOVERNING THE PROCUREMENT PROCESS

2.1. Provisions governing the call:

The bid shall comply with provisions prescribed in the Bid Specifications and General Terms and to the Regulations on Purchases and Contracting for Goods, Services and Works (<https://www.ceibal.edu.uy/storage/app/media/reglamento-de-compras-y-contrataciones-de-bienes-servicios-y-obras-wiki-ceibal-enero-2019.pdf>). Moreover, the choice of the bidder and the agreement execution shall be governed by the following general principles:

- a) transparency;
- b) absence of ritualism;
- c) materiality;
- d) reliability;
- e) equal treatment;
- f) due process;
- g) competition; and
- h) good faith.

The aforementioned principles shall also serve as an interpretation criterion to solve the matters that may arise in the application of the aforementioned provisions.

Bids shall ensure the compliance with the requirements set forth in the terms of the Bidding Specifications.

The mere submission by the bidder shall be deemed as an acceptance of this Bidding Specifications and other provisions applicable to this call. In case of conflict between the Bidding Specifications and the bid, the Bidding Specifications shall prevail.

2.2. Enquiries about the Bidding Specifications:

Enquiries and answers, as well as extension requests, shall be made through the Ceibal Centre Portal compras.ceibal.edu.uy until **June 28st, 2019, 5:00 pm**. For such purposes, the interested party shall provide his/her contact information, which shall be particular and related to each bidder.

The content of the questions and answers shall be of public access for any interested party entering the Portal. However, the contact data of the enquiring party shall be kept in confidentiality.

CEIBAL CENTRE shall respond to the enquiries but may do so in no predetermined order. Moreover, if it receives enquires beyond the set deadline, Ceibal Centre may, at its discretion, respond or not, without bearing any responsibility whatsoever, being the bidder held accountable for having made the enquiry beyond the deadline set for such purposes.

Conditions of the bidding shall also include the enquires made by the bidders together with the written answers provided by CEIBAL CENTRE, which shall become an integral part of this Bidding.

2.3. Amendments to the Bidding Specifications and Extension/Cancellation:

CEIBAL CENTRE may modify the bidding specifications whether at its own initiative or as a consequence of an enquiry or observation made by an interested party. If the amendment implies a substantial modification and this may broaden the number of interested parties, it shall be communicated through the same means used in the original call.

Moreover, CEIBAL CENTRE may, at its discretion, extend or cancel the call, without expression of cause and responsibility. The extensions or cancellations shall be spread or communicated through the same means used for the call.

If a bidder requires the extension of a bid opening, he/she shall request so by means of the Portal compras.ceibal.edu.uy at least five (5) working days prior to the date specified in the Bidding Specifications for the opening.

CEIBAL CENTRE reserves the right to grant the extension in the requested terms, reject the request or grant an extension that is shorter than the one requested.

2.4. Communications:

All communications between the bidders and CEIBAL CENTRE, prior to the opening of bids, shall be made through the Portal compras.ceibal.edu.uy. Once the bids are opened, those communications made to the e-mail address reported by the bidder shall be deemed valid.

Such communications constitute personal and authentic means of notification.

2.5. Requirements:

A. Requirements for the submission of Bids.

Certificates.

CEIBAL CENTRE shall make sure that local bidders are up to date with their BPS (Social Security Bank), DGI (General Revenue Office) and BSE (State Insurance Bank) certificates throughout the whole process and once awarded, during the term of the agreement. For such purposes, the bidder shall clearly specify the corporate name, Taxpayers sole number, BPS number and BSE Policy number.

B. Representation of the Bidder.

If the bidder is a Business Company (national or foreign), the bid shall include a notarial certificate attesting the incorporation, effectiveness and representation thereof, in accordance with the articles of incorporation or bylaws. The bid shall be prepared by an authorized representative of the Company, for which purposes it shall submit the first copy of the power of attorney, notarial deed thereof or another document evidencing the invoked representation, if the representation does not arise from the notarial certificate and/or bylaws. For such purposes, the notarial document submitted shall be issued in the year in course or contain its due update and effectiveness control.

If the selected bidder is a foreign company, Ceibal Centre may, at its discretion, demand that the documentation is duly translated, legalized and notarized as may be the case, before the award and/or execution of the agreement.

C. Legal Status of the Bidder

Companies may submit their bids on an individual or collective basis. In this last case, the companies shall be joint and severally liable for all the contracting stages, establishing it expressly, having to attach for each of this the documentation required in these specifications.

Both national and foreign legal entities may participate, individually, in partnership or as a consortium, provided that they comply with the requirements prescribed in the specifications governing this bid.

If companies submitting a bid do so collectively, they shall be held joint and severally liable during the life of the agreement, which shall be expressly mentioned in the offer.

It shall be authorized to submit joint bids for companies intending to form a consortium by virtue of provisions of articles 501 to 509 of Law no. 16.060 of September 4th, 1989, in which case the bid shall also include:

- A statement expressing the intention to form a consortium, with notarial certification of signatures, detail of the services to be provided by each member of the consortium, as well as the share in the participation of each of them.
- All information required in this bid for each of the members of the consortium.
- Appointment of one of the members as authorized representative to undertake obligations and receive instructions for and on behalf of every and each of the members of the consortium.
- Acknowledgement in the Intention Deed and then in the consortium agreement that each of its members shall be held joint and severally liable before CEIBAL CENTRE for each and every obligation undertaken within the frame of this bid.
- A document expressing the indivisibility of the obligations undertaken before CEIBAL CENTRE and agreeing on not to amend the statement or the agreement without prior authorization of CEIBAL CENTRE.

D. Validity of the Proposal

Bids shall be effective for a minimum period of 120 calendar days, automatically extended for successive periods of 90 days, except written communication by the bidder, rejecting the aforementioned renewal, which shall be communicated at least 10 (ten) working days in advance prior to the expiration of the period of validity or its extensions.

E. Restriction for the Submission of Bids

Employees, consultants or personnel hired by CEIBAL CENTRE who take part in this hiring procedure or have taken part in its previous phases may not submit bids to this call or have any dependence or contractual bond whatsoever with the bidding companies or organizations.

Failure to comply with this restriction may cause the rejection of the offer or the termination of this agreement, as the case may be.

2.6. Bid Opening Event – July 4, 2019, at 11:00 am (before the bid opening event):

a) Personally to the Procurement Department of the Administration and Finance Management of the Centre (*Departamento de Compras de la Gerencia de Administración y Finanzas* at Av.Italia 6201, Edificio Los Ceibos) from Monday to Friday (except holidays) from 9:00 am to 5:00 pm, or at the bid opening event.

b) Sent by courier. In this case it shall be delivered to the Procurement Management (*Gerencia de Compras*) of CEIBAL CENTRE, which shall be responsible for issuing an acknowledgement of receipt. Otherwise, it may not be deemed submitted.

c) The proposal must be attached in a file with password using .zip or .rar format. The file must be identified and dated and shall contain all documents of the bid clearly identified according to provisions in item 3.1 of this Bid Specifications. The complete offer (.zip/.rar file) may not exceed 25 megabytes; nevertheless, bidders may include in the .zip/.rar files text documents with access to links containing the information required herein. The bidder shall also send the password of the file to the acting Notary at password@ceibal.edu.uy.

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

In the three cases, CEIBAL CENTRE shall issue an acknowledgement of receipt of the bid, which shall serve as the only evidence of the receipt of the bid in due time and form. Therefore, the interested bidder shall be responsible for obtaining such certificate before the bid opening.

If a single bidder sends more than one bid (through any of the established means), the latest one received prior to the date and time of the bid opening shall be considered valid.

The bidder takes the entire responsibility for the means selected for the submission of the bid, means that guarantee the confidentiality of the bid until the time of the opening thereof. In case of difficulties of any of the aforementioned means, Ceibal Centre reserves the right to assess the exception and accept the bid (as long as it is received in due date and time), as long as it does not affect the equality in the treatment of the bidders and the transparency of the process.

2.7. Formalities:

In cases **a)** and **b)** mentioned above, the bidder shall submit the bid in a closed envelope (original, copy and a copy in CD and/or pen drive), duly identified with the (i) name of the bidder (corporate name and Taxpayers Sole Registry number) and contact data (*), and (iii) Subject, Ref.: *LPI Adquisición de Plataforma de Inglés*.

(*) In case of having made enquiries prior to the opening event, it shall be required to provide the same contact data than those reported through such means, in order to avoid any kind of confusion between the bidders. It is worth noting that the bidder shall bear full responsibility for the accuracy and consistence in the information provided.

In all cases, and whatever the means for the submission of the bid, the first page thereof shall be signed by the legal representative of the company, which shall be attested through notarial certificate of the representation or notarial copy of the power of attorney.

2.8. Bid Opening:

The bid opening shall be held on **Thursday July 4, 2019, at 11:00 am** in the premises of CEIBAL CENTRE (Av.Italia 6201, Los Ceibos Building).

Prior to the bid opening, the appearers that wish to attend the bid opening event must attest their capacity as representative or attorney-in-fact to act in such event, through notarial documentation evidencing the invoked representation of Authorization Letter (SEE TEMPLATE) joined by photocopy of the documentation certifying the representation of that issuing such authorization. For such purposes, such documentation shall be presented personally outside the envelope of the bid to be exhibited prior to opening.

The attendance of the bidders to the opening event is not mandatory but those attending may learn about submitted bids, except that information that has been submitted and labelled as "confidential information", as per item 3.1 B).

Once the bids have been opened, the acting Notary shall verify the documents contained in them, evidencing in the record all submitted documentation.

Then, all original documents of the submitted bids shall be marked with initials, together with the Notary Public appointed by CEIBAL CENTRE for the opening event, who shall then prepare and sign the corresponding Minutes, together with the attending representatives of the bidders.

After having analysed the bids, CEIBAL CENTRE may grant the bidders a reasonable period of time to cure defects, formal omissions or significant or minor errors, as long as it does not materially affect the equality in the treatment of the bidders.

2.9. Waiver of Liability:

CEIBAL CENTRE may drop the call at any stage, or may dismiss all bids. None of these decisions shall generate any right whatsoever of the bidders to claim for expenses, fees or compensation for damages. It is hereby certified that the bidder shall bear the costs, fees or other costs incurred in, directly or indirectly, by the elaboration, preparation and submission of their bid.

3. CHAPTER 3 - FORM AND CONTENT OF THE BID

The bid must be worded in Spanish, except for the brochures that may be submitted in English.

3.1. Content of the bids:

Refer to provisions in item 9.2 of Technical Appendix.

In case of submitting confidential information, by way of example: information about clients, which can be subject to intellectual property rights and those of similar nature, shall be delivered separately in a closed envelope labelling the content as confidential (section 10 of Law no. 18.381 of October 17th, 2008) in its front cover. In the event of sending it through the Portal, such information shall be included duly identified as "*Información Confidencial*" (Confidential Information) in the zip/rar file containing the complete bid.

Only Ceibal Centre shall access such information in order to assess the bid.

The prices and descriptions of the bided goods and services and the general conditions of the bid shall not be considered confidential.

The bidder must guarantee that it shall inform CEIBAL CENTRE about the improvements on technology that may occur during the execution of this call and during the term of the agreement, if awarded.

APPENDIX II of the Technical Appendix (item 11: Appendix II Quote) shall contain the quote, in US dollars or Uruguayan pesos, itemizing taxes. If these are not itemized, these shall be deemed to be included in the total bided price.

When the bid specifies the parametric for the adjustment of prices, these shall start to be applied as from the award.

The payment condition and term may be:

- (i) 30 days as from the invoice date and upon approval of the service and/or service through wire transfer to an account in BROU bank.
- (ii) Through international wire transfer as agreed with the supplier upon approval of the product/service.

If the bid validity period and/or during the effectiveness of the contractual relation, the effective taxing system, as well as other taxes that may be created thereon, levied taxed on the supply, such taxes shall be borne by the supplier in the terms and conditions established by legal and/or regulatory dispositions.

4. CHAPTER 4 - ASSESSMENT OF BIDS AND AWARD

4.1. Devices for the Assessment of Submitted Bids:

Bids shall be assessed in accordance with provisions in the Technical Appendix item 8.3, by Teams of Specialists appointed for such purposes.

Such Teams of Specialists shall prepare their report in their corresponding areas of expertise and final comprehensive report with the award recommendation to the Board of Directors of CEIBAL CENTRE, which shall dispose the award or leave the purchase without effect.

4.2. Assessment Criterion:

The assessment of the bids does not oblige CEIBAL CENTRE to define the award based exclusively on the most economical bid or the best technical bid; this concept also requires an adjusted global deliberation, also considering among other factors, technical aspects, background of the company, etc.

Centro Ceibal reserves the right to negotiate the conditions of the bid with those it deems most convenient to its interest and this shall not entitle the remaining bidders to any claim whatsoever.

4.3. Final Report on the Assessment of Bids:

The members of the Teams of Specialists shall prepare a final report: and prior to its submission for consideration by the Board of Directors of Ceibal Centre, it shall be made available to the bidding companies for a term of 5 working days as from the first day after the notification. Within such term, the bidders may raise, in written, the considerations they deem appropriate with regard to the procedure executed up to such moment and the report of the Award Advisory Committee. It is not necessary to wait for the completion of such term to award if the bidders express in writing that they have no considerations to raise.

4.4. Award:

CEIBAL CENTRE reserves the right to award the bid to the bids it considers most convenient to its interests and to the needs of the service, being entitled to differ from the report and recommendations of the Team of Specialists on founded grounds, and shall not be obliged to make the award in favour of the bid with the lowest price or of the best technical bid, and it may render the purchase ineffective if it deems there are considerations of merit or convenience that justify so, even without expression of cause or responsibility, as indicated in item 2.9 of this Bid Specifications.

In this context, it shall be entitled:

- to award the bid to the bidder that meets the best conditions.
- not to award some or any item.
- to divide the award.
- to award a smaller amount than that requested.
- to consider as a prevailing aspect to reject an offer the background of the bidders with regard to the business behaviour undertaken in the compliance with agreements therewith and, with others governmental entities.

Once defined the awarded bid, CEIBAL CENTRE shall communicate their decision to all the offers that remain effective by the time of the communication.

5. CHAPTER 5 – EXECUTION OF THE AGREEMENT

5.1. Communication to the Awardee:

The notification to the awarded bid (addressed at the reported e-mail address), shall constitute the confirmation to the award of the bid. The award resolution, these Bid Specifications and the Bid of the bidder, shall constitute the agreement between the parties, until the corresponding agreement is executed. If there is a conflict between the provisions in the award, the Bid Specifications and the Bid of the Company, the first two documents shall prevail; at any stage of this call.

5.2. Establishment of the Performance Bond:

Within 20 working days after the notification of the award, the selected bidder shall constitute a performance bond for the agreement, equivalent to 5% of the awarded amount. Such bond may be established at the discretion of Ceibal Centre, through payment withholdings, or through some of the instruments detailed as follows: cash deposit,

government securities, bank sureties and guarantees, or guarantee insurance policy. If the guarantee is issued by a foreign bank or insurance institution, it shall have representation in Uruguay or accepted by a local institution. The incorporation document shall contain a clause that establishes that the mentioned guarantee may only be released prior written communication by CEIBAL CENTRE.

The security deposits (made in cash or with check to date) may be delivered to the Treasury of CEIBAL CENTRE or deposited in the Savings Account in foreign currency of BROU Agency Mini BROU Portones Number 157-000781-0.

If the bond is not established in the specified form and term, CEIBAL CENTRE may leave the award without effect. In this case, CEIBAL CENTRE may reconsider the assessment of the Bid excluding the bidder awarded in the first instance.

The performance bond of the agreement may be executed if the awardee fails to comply with the obligations under the agreement. This shall be returned once verified the compliance with all the obligations under the agreement.

5.3. Execution of the Agreement:

The parties agree on a maximum term of 30 days as from the award for the negotiation and execution of the agreement. In case of foreign companies, and for the purposes of the execution of the agreement and for any dispute that may arise, Ceibal Centre may require it or the awarded bidders (which are not domiciled in Uruguay), to appoint a legal representative domiciled in Uruguay for the purposes of the notifications.

The following documentation shall take part in the agreement, in the following order:

- 1) Agreement that shall contain a Service Level Agreement (SLA) in accordance with item 4.1 of the technical bid specifications.
- 2) Bid Specifications
- 3) Awarded bid

The minimum time horizon that Ceibal is able to guarantee for an agreement is 3 years, as long as the pilot and/or project is successful in its first year of implementation.

5.4. Penalties:

Conducts that constitute the breach by the Awardee may cause the application of the following penalties:

- Fine: The Awardee may be penalized with a fine. If there is not an express penalty defined in the SLA or in the Agreement, it shall be penalized with a fine to be determined in accordance with the magnitude of the breach and it shall vary between a 5% to 20% of the monthly invoicing for the hired service. In cases of acquisition of products, if the selected supplier is delayed in the agreed amounts and terms of delivery, and unless otherwise expressed in the Technical Basis or otherwise agreed by the parties in the agreement, it shall be penalized with a fine equivalent to 5% on the value of the supply that had to be delivered. The fine shall apply as from the first working day following the expiration of the term of delivery. For each additional week of delay, the fine shall increase in 1.5%. Failure of the supplier to deliver the acquired equipment after 30 calendar days shall constitute grounds for the termination of this agreement.

In the event of application of fines, CEIBAL CENTRE shall be entitled to withhold the amount thereof from the sums owed to the Awardee.

- Termination of the Agreement upon total or partial breach. By way of example, termination may be caused by:
 - The breach of the obligations established in this Bid Specifications and in the SLA, which due to its nature, at CEIBAL CENTRE discretion and on



justified resolution, make the rendering of the services by the Awardee inconvenient.

- Fraud, gross negligence or breach of the obligations and conditions set forth in the Bid Specifications, Bid and in the Agreement incurred in by the Awardee.
- Failure to pay the fiscal obligations and insurances that may correspond. CEIBAL CENTRE may require the awardee company to attest it is up to date with the payment of the effective social laws, tax contributions, health insurance that may correspond, and that its staff is insured against work accidents, in accordance with effective dispositions.

In any of the aforementioned cases, CEIBAL CENTRE may terminate the agreement, and claim for damages caused for such breach in addition to the fine that may correspond.

5.5. Competent Jurisdiction:

The jurisdiction regarding any interpretation or dispute resolution that could arise in connection with the call for bids or the agreement shall be subject to the competence of the Courts of the city of Montevideo, Oriental Republic of Uruguay, in accordance with effective dispositions on the matter in Uruguay.

5.6. Non-exclusivity:

The commercial bond generated between CEIBAL CENTRE and the award bidder(s) shall be non-exclusive, being entitled to enter into agreements with third parties which terms and services may be similar or equivalent.

5.7. Extensions of the Agreement:

Ceibal Centre reserves the right to extend the awarded amount in equal or better commercial terms, or in more advantageous terms than those resulting from the awarded bid.

5.8. Default:

The awarded supplier shall fall in arrears by operation of law without need of any action or procedure in or out of court of any kind whatsoever by the mere expiration of the agreed terms and conditions that imply doing or not doing something contrary to the provisions of the commercial bond.