

GENERAL TERMS AND CONDITIONS

Selection of one or more suppliers for the ACQUISITION OF LTE TABLETS

PUBLIC INTERNATIONAL 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

New Deadline for consultations: Friday, November 8th, 2019, 5:00 p.m.

New Bid Opening Date: Friday, November 15, 2019, 2:30 p.m., at Avenida Italia 6201, Edificio Los Ceibos.

Specifications Price: USD 500 (five hundred US dollars)

It will be made by bank deposit in US Dollars, in the current account BROU № 001566972-00002. Once the deposit has been made, the bidder must register in compras.ceibal.edu.uy, with his or her contact information and attach the proof of purchase of the Specifications. Once the above is fulfilled, Centro Ceibal will grant a username and password to participate in the process, make inquiries, request an extension and submit an offer.

The BROU is the Paying Bank: Complete information:

BANK NAME :	Banco de la República Oriental del Uruguay, BROU	
	Bolonia s/n esq. Avda. Italia, Mini BROU Portones' Branch,	
BANK ADDRESS :	11500 Montevideo	
	Centro Ceibal para el apoyo a la educación de la niñez y	
ACCOUNT HOLDER NAME :	la adolescencia.	
	Av. Italia 6201. Edificio Los Ceibos –	
	Pque. de Exposiciones del LATU, CP 11500,	
ACCOUNT HOLDER ADDRESS :	Montevideo - Uruguay	
ACCOUNT NUMBER :	American Dollars Current Account Nr. 001566972-00002	
ROUTING CODE:	ABA #026 003 324 (New York, N.Y., USA)	
SWIFT CODE :	BROUUYMM (Uruguay)	



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BIDDER IDENTIFICATION FORM MODEL OF THE AUTHORIZATION LETTER



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 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, it calls in order to acquire up to 20,000 tablets of 8" with connectivity to cellular networks.

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 in accordance with the provisions of this General and Particular Terms and Conditions, and the Regulations for Purchases and Contracts for Goods, Services and Works (https://www.ceibal.edu.uy/storage/app/media/reglamento-de-compras-y-contrataciones-debienes-servicios-y-obras-wiki-ceibal-julio-2019.pdf).

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 <u>compras.ceibal.edu.uy</u> until Friday, November 8th, 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. Additional context information about Ceibal will be sent to the providers.

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 discretional 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 <u>compras.ceibal.edu.uy</u>, 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

B. 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.

(i) Corporate documentation.

If the bidder is a Commercial Company (national or foreign), it must be attached to the notarized certificate offer attesting to the constitution, validity and representation thereof, according to the social contract, or bylaws. Likewise, it must be accompanied by the first copy of the mandate, notarized power of attorney or other document resulting from the representation of the person signing the offer, in case the representation does not arise from the notarial certificate and / or statute.

If the selected bidder is a foreign company, Centro Ceibal may optionally require that the documentation be duly translated, legalized and protocolized, 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 $^{\circ}$ 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 acceding 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.

The prices quoted for the spare parts will be valid for 12 months from the date of award.

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 Friday, November 15, 2:30 pm (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) The proposal must contain all the documents that make up the offer clearly identified as provided in point 2 of the Technical Annex. Two individual files must be submitted, one for each envelope (ENVELOPE 1 Technical Offer, ENVELOPE 2 Economic Offer).

Each file must be enclosed in a file encrypting using zip or rar format. The complete offer (zip / rar file) may not 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 this Specification.

At the same time, the bidder will send the acting Notary to the following email address password@ceibal.edu.uy a password for each one of the ENVELOPES. In the opening act, the acting Notary shall proceed to open only ENVELOPE 1. Subsequently, and in case it passes the



corresponding technical evaluation, the ENVELOPE 2 will be opened in a public act on the date determined by the CENTRO CEIBAL, to which it will be informed so that interested parties can attend.

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 Laptops 2020.**

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 Friday, November 15, 2:30 pm, 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).



Once the bids are open, the acting Notary will control the documents that make up the bid and certify that they are seen by those present.

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.

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

ENVELOPE 1

Technical Proposal: This section will contain information for each of the technical aspects indicated in Technical Specification in Annex A (point 2.1)

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.

ENVELOPE 2-

Economic Proposal: It must be quoted in unitary form applying the guidelines established in this article and according to the quotation tables point 9 ANNEX II of the Technical Annex.

Proposals must be formulated in US Dollars.

The devices will be quoted CIF / MVD. The spare parts will be quoted FOB / port of origin or CIF Montevideo (port or free zone).



The payment term may be:

- (i) Against compliance of the required documentation (commercial invoice, bill of lading, packing list, etc.) by irrevocable and transferable Letter of Credit.
- (ii) Payment against conformity of shipping documentation.
- (iii) By international bank transfer as agreed with the supplier prior agreement of the product / service.

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 OFFERS AND AWARD

4.1. Teams for the evaluation of the submitted proposals:

The offers will be evaluated by Specialist Teams designated for this purpose.

Said Specialist Teams will make their respective reports in their areas of competence and a joint final report with the recommendation of adjudication to the Board of CENTRO CEIBAL, who will arrange the adjudication or leave the purchase without effect.

4.2. Evaluation Criteria:

The evaluation of the proposals for each category will be carried out considering in the first instance the technical solution and for those that surpass it, the economic offer will be studied.

The following weighting will be taken into account to evaluate them:

The final score of each offer, considering both the Technical Evaluation and the Economic Evaluation, will be given by the following formula:

(POME / PO) * 40 + (PTO / PTOMC) * 60

Where:

POME: it is the most economical offer price PO: is the price of the offer being evaluated

PTO: is the technical score of the offer being evaluated PTOMC: is the technical score of the best qualified offer

Bids that do not pass the technical evaluation will not be considered and the envelope corresponding to the price offered will be returned to the bidder without being opened.

The envelopes of the economic offers of the proposals that surpass the technical evaluation will be opened in public act by the designated Notary, and in 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. 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 Document.

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 the 20 business days following the 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 constituted by deposit in cash, public securities, bond or bank guarantee, or bond insurance policy. If the guarantee is issued by a banking or foreign insurance institution, it must have representation in Uruguay or be accepted by a local institution. The constituent document must contain a clause that states that the aforementioned guarantee can only be released after written notice from CENTRO CEIBAL.

If the guarantee is not constituted in the manner and term indicated, the CEIBAL CENTER may cancel the adjudication and 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 appear to sign the contract within 30 business days from the day following the notification to appear for this purpose. In the case of foreign companies, and for the purpose of signing the contract and for any litigation that may arise, Centro Ceibal may require the bidder (s) / who are awarded (who does not have address in Uruguay), to designate a legal representative domiciled in Uruguay for the purposes of notifications. For the signing of the contract, the prior conformation of the required guarantee is a mandatory condition.

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

- 1) Contract
- 2) Specifications
- 3) Awarded Offer

5.4. Confidentiality:

All products purchased from the bidder and / or all services provided by the bidder, are governed by the confidentiality and data protection considerations specified in *Annex III:* Confidentiality and data protection of the Technical Specifications.

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

5.5. 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 depending on the entity of the breach that will range between 5% to 20% of the total amount of the contract.
- Also in the event that the selected supplier fails to comply with the approved specifications, the amounts and / or agreed delivery times (for reasons attributable to the supplier), and unless the parties have agreed to something different in the contract, it may be sanctioned with a fine equivalent to 5% on the amount corresponding to the lot affected by the breach. The fine will be applied as of the business day following the expiration of the delivery period, under the agreed conditions. For each additional week of delay, the fine will be increased by 1.5%. After 30 calendar days of delay, without the supplier having complied with the delivery of the purchased equipment, under the agreed conditions, Ceibal may terminate the contract without liability. In the case of fines, the CENTRO CEIBAL is empowered to withhold the amount thereof, from the sums that the Awardee would have to receive.
- Termination of the Contract for total or partial breach. By way of example, it may result in termination of the contract:
 - Failure to comply with the obligations established both in this tender document and in the Service Level Agreement, which by its entity, in the opinion of CENTRO CEIBAL and by reasoned resolution, make the provision of services of the Successful Bidder inconvenient.
 - That the Awardee incurred in fraud, gross negligence or breach of the obligations and conditions stipulated in the Bidding, Offer and Contract.
 - Failure to pay the corresponding tax obligations and insurance. CENTRO
 CEIBAL may require the awarded 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 accidents at work, in
 accordance with the provisions in force

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

The delivery date to be considered, will be the date from which the delivered product becomes available for entry into stock, quality control through. If a product is rejected upon entry, it is considered that it was NOT delivered until it meets the conditions specified in the agreement. This situation may expose the supplier to penalties for non-compliance with the delivery period (due to the fact that he delivered a product that does NOT meet the specifications or presents an incidence of unacceptable defective units).

5.6. 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.

5.7. 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.

5.8. 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.

5.9. 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.



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:	 Diario El País Diario El Observador Semanario Búsqueda Mail Portal de Compras Revista Contacto Otros (indicar en observaciones)
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:	 Diario El País Diario El Observador Semanario Búsqueda Mail Purchase Portal Revista Contacto Others (indicate in observations) 	
Observations:		



MODELO

CARTA AUTORIZACIÓN

M	ontevideo, de de 2019
El/los abajo firmantes en representación del oferente fiscal autorizamos a, Cl asista en el acto de apertura de la Licitación Internacio proveedores para ADQUISICION DE TABLETS LTE" – Centro Cei a efectos de que presente la oferta y/o formule aclaraciones/o	, para que nos represente y nal "Selección de uno o más ibal, el día de de 2019,
Por el Oferente	
Firma representante:	
Aclaración:	
Documento identidad:	
Acompañar fotocopia de la documentación que acredite la dicha autorización. Montev	representación de quien expide
The undersigned on behalf of the bidder RU	JT / Tax ID No
authorize, ID, to represent us and	d assist in the opening act of the
Public International Tender "Selección de uno o más prove	eedores para ADQUISICION DE
TABLETS LTE" Centro Ceibal, on the day of of 2019, i	n 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 repre	sentation of the person issuing

the authorization.