

**BIDDING DOCUMENT OF GENERAL TERMS AND CONDITIONS****Public Pricing Tender**

**CALL AIM:** Acquisition of solutions of storage and heavy duty loading for laptops and tablets (loading cart)

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

**Deadline for queries:** April 23, 2020, 5 pm

**Date of Opening of Offers:** April 30, 2020, 10:00 am.

**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 non-state public person created by Law N° 18.640, of January 8, 2010, has within its duties, 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), notwithstanding other programs that for reasons of public interest The Executive Branch assigned him.

In this context it is that CENTRO CEIBAL summons to Public Pricing Tender for the purpose of Acquisition of solutions of storage and heavy duty loading for laptops and tablets (loading cart) and their respective spare parts for support.

1.2. *Technical Annex*

**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 to the *Reglamento de Compras y Contrataciones de Bienes, Servicios y Obras* (<https://compras.ceibal.edu.uy/files/adjuntos/reglamentodecomprasycontratacionesdebienesserviciosyobraswikiceibalenero2020.pdf>). Likewise, the selection of the bidder and the contractual execution will be governed by the following general principles: transparency; absence of ritualism; materiality; veracity; equal treatment; due procedure; concurrence; and good faith.

The aforementioned principles will also serve as an interpretative criterion to resolve issues that may arise in the application of the pertinent provisions.

The offers must ensure compliance with the requirements established in the 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 will be made through the Portal of Centro Ceibal [compras.ceibal.edu.uy](http://compras.ceibal.edu.uy) until **April 23, 2020, 5 pm**. 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 <https://compras.ceibal.edu.uy/vigentes>, at least 5 (five) business days before the date established in the Bidding Document for the opening.

CENTRO CEIBAL reserves the right to grant the extension in the requested terms, reject the request, or grant a shorter extension to the requested one.

*2.4. Communications:* All communications between the bidders and CENTRO CEIBAL, prior to the opening of bids, will be made through the Portal <https://compras.ceibal.edu.uy/vigentes>. Once the offers are open, the communications made to the e-mail reported by the bidder shall be considered valid. These communications constitute personal and authentic means of notification.

*2.5. Requirements:*

A. Requirements for submission of Offers: CENTRO CEIBAL will control that the bidders are up to date with the certificates of BPS, DGI, and BSE, throughout the process including the contract period, in case of being contracted. For these purposes, the bidders must clearly specify in its offer the company's name, No. RUT, No. BPS, and No. Policy BSE.

B. Representation of the Bidder: If the bidder is a Commercial Company (national or foreign), it must be attached to the offer the notarial certificate accrediting the constitution, validity and representation thereof, according to the social contract, or bylaws. If he appears by proxy, he must attach, likewise, the first copy of the mandate, notarial testimony of the same, or another document which results in the representation invoked, in case the representation does not arise from the notarial certificate and / or bylaws. If the selected bidder is a foreign company, Centro Ceibal may optionally require that the documentation be duly translated, legalized and notarized, if applicable, before the award and / or signature of the contract.

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

D. Validity of the Proposal: The offers will be valid for a minimum period of 90 calendar days, automatically renewable for the same successive periods, unless written communication is provided by the bidder, not acceding to the aforementioned renewal, which must be communicated in advance not less than 15 (fifteen) business days before the expiration of the validity period or its extensions.

E. Inhibition of submitting to the Public Pricing Tender: The persons who are employees, consultants or contracted personnel of CENTRO CEIBAL, that intervene in this procedure of hiring or that have intervened in their previous phases, cannot participate in this tender or have a dependency or contractual link with the companies or organizations offering them. Failure to observe this impediment may result in the dismissal of the offer or the termination of the contract, as the case may be.

2.6. *Reception of Offers*: until **April 30, 2020, 10:00 am** (before the opening of offers):

**Offers** Must be sent through the Portal <https://compras.ceibal.edu.uy/vigentes>. The proposal must be attached to a file using zip or rar format with password. 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 password to the public notary to the following e-mail address **password@ceibal.edu.uy**. During the opening, the acting Notary will proceed to open the offer.

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

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, the last one received prior to the date and time of opening thereof will be considered valid.

The bidder assumes full responsibility for the presentation of the offer, means that ensure the confidentiality of the offer until the moment of opening it. In case of difficulties, 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*: The bidder must submit the offer in a file duly identified with the name of the bidder. The file must include contact details (\*), and Subject, Ref: CPP Acquisition of storage solutions and mass loading for laptops and tablets (Loader Cart).

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

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

2.8. *Opening of offers*: The opening of the offers will take place on **April 30, 2020, 10:00 am**.

Once the bids are opened, 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 bids submitted will be initialized, the Public Notary designated by CENTRO CEIBAL for the opening, who will subsequently draft and sign the respective Minutes.

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

2.9. *Disclaimer of Liability:* CENTRO CEIBAL may desist from the call at any stage of its execution, or may reject all offers, without expression of cause and without liability. None of these decisions will generate any right of the participants to claim for expenses, fees or compensation for damages. It is recorded that costs, fees and other items included directly or indirectly with the elaboration, preparation and presentation of their offer will be on the bidders.

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

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

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

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

In the event that confidential information is presented, it must be delivered separately in a sealed envelope whose cover qualifies the content as confidential (Article 10 of Law No. 18.381, of October 17, 2008). In case of sending through the Portal, said information must be duly identified "Confidential Information" within the zip / rar file that contains the entire offer. Only Centro Ceibal will have access to this information with the objective of evaluating the offer. Prices and descriptions of goods and services offered and the general conditions of the offer are not considered confidential.

The bidder must guarantee that he 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.

For the offered equipment that it deems necessary, Centro Ceibal will request samples. In case of not presenting them on time, Centro Ceibal reserves the right to discard the offer. The submitted samples will be used for analysis and evaluation of the product offered, so they can be returned in different conditions with respect to which they were delivered.

B. **Economic Proposal:**

It must be quoted in unitary form applying the guidelines established in this item and according to the tables of Point 6 of the Technical Annex, Technical Annex I: Quotation tables.

Proposals must be formulated in US Dollars.

The products will be quoted CIF MVD.

The payment method 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) Collection against compliance of shipping documentation.

(iii) The condition and term of payment is 30 days of invoice date and prior conformity of the product and / or service, by international bank transfer.

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, tax the supply, such taxes will be charged to the supplier under the terms and conditions that establishes the legal and / or regulation norm.

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

(i) Delivery time: 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).

(ii) Place of delivery: at Centro Ceibal Supply in Avenida Italia 6201, Edificio Los Ceibos, or to be arranged.

#### **4. SECTION 4 – EVALUATION OF OFFERS AND AWARD.**

##### 4.1. Evaluation criteria:

The evaluation of the offers does not oblige the CEIBAL CENTER to define the award based exclusively on the most economical offer or best technical offer; This concept also requires an adjusted global weighting, taking into account, among other factors, delivery times.

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

##### 4.2. PREFERENCE REGIMES:

Centro Ceibal in each case will analyze whether it is appropriate to grant the preference as provided by current regulations. It is the charge of the bidder the presentation within the deadlines provided 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 at the times defined in the call.

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

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

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

**B) Special regimes included in the Sub Programa de Contratación Pública para el Desarrollo:** Art. 44 of Law 18.362 and Executive Power Decree No. 371/010 and No. 164/13, as well as in the modifying, interpretive and concordant regulations.

b.1) Price preference: For the application of the benefit, the bidder must submit together with his offer: (i) Certificate issued by DINAPYME that proves his participation in *Sub Programa de Contratación Pública para el Desarrollo*, and (ii) affidavit proving 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 the case of being a successful tenderer, 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: The companies that at the time of submitting their offer submit the Certificate of Participation in *Subprograma de Contratación Pública para el Desarrollo* of MSMEs issued by DINAMA, will have the possibility of being beneficiaries of the use of a market reserve, in agreement with article 11 of Decree 371/010, provided that they explicitly invoke the intention of it in their own offer.

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

In this context, it is empowered to:

- award the proponent to meet the best conditions.
- not award any item.
- divide the award.
- award a smaller amount to the tender.
- consider as a preponderant aspect to reject an offer, the history of the bidders related to the commercial conduct assumed in the fulfillment of contracts with it and, with other state agencies, and private companies.

Once the awarded offer is defined, CENTRO CEIBAL will communicate the resolution to all the offers that remain in force at the date of the communication.

## **5. SECTION 5 –THE CONTRACTING.**

**5.1. Communication to the Awardee:** The communication sent to the awarded offer (to the e-mail denounced), will constitute the confirmation of the award. The award resolution, this Bidding Document, and the Bidder's Proposal will constitute the contract between the parties. If there is a conflict among the provisions of the adjudication resolution, the Bidding Document and the Proposal of the Company, the first two documents shall prevail; at any stage of this contest.

### **5.2. Confidentiality:**

The Awardee, obliges itself, its officials and other subcontracted companies, to maintain strict confidentiality regarding the documentation and information provided by CENTRO CEIBAL or generated as a result of this contract. Consequently, it will not disclose, use, publish, or in any way directly or indirectly communicate all or part of the information to third parties or give access to unauthorized persons, under any circumstances, unless there is written authorization from the CENTRO CEIBAL.

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

**5.3. Sanctions:** The behaviors that constitute breach of the Successful Bidder, 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, and that will range from 5% to 20% of Monthly billing for the contracted service. In the case of the acquisition of products, in case the selected supplier falls behind in the agreed quantities and delivery times, and unless something different has been provided in the Technical Specifications, or the parties have agreed to 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 be increased by 1.5%. After 30 calendar days of delay, without the supplier having delivered the purchased equipment, it will be cause for termination of the contract.

In the case of fines, CENTRO CEIBAL is authorized to withhold the amount of the sums that the Awardee is to receive.

Termination of the Contract for total or partial breach. 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 terminate the contract, and claim the damages caused by said breach plus the corresponding fine.

*5.4. 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.

*5.5. 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.

*5.6. 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.

*5.7. Arrears:* The awarded 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.



**BIDDER IDENTIFICATION FORM**

<b>Purchase Process:</b>															
<b>Company Name:</b>															
<b>Trade Name:</b>															
<b>R.U.T.:</b>															
<b>No. Policy BSE.:</b>															
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