

# GENERAL TERMS AND CONDITIONS

## *Public International Tender*

### Acquisition of laptops 2022

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

**Deadline for queries: Friday, July 2, 2021 at 5:00 p.m.**

**Tender Opening Date: Friday, July 9, 2021 at 3:00 p.m.**

**Cost of the Documents: USD 500 (five hundred American dollars)**

It will be made by bank deposit in US Dollars, in current account BROU No. 001566972-00002. Once the deposit has been made, the bidder must register at [compra.ceibal.edu.uy](http://compra.ceibal.edu.uy), with their contact information and attach the proof of purchase of the Documents. Once the above has been complied with, Centro Ceibal will grant you a username and password to participate in the process, make inquiries, request an extension and submit an offer.

BROU is the Paying Bank:

Complete information:

BANK NAME : Banco de la República Oriental del Uruguay, BROU

BANK ADDRESS : Bolonia s/n esq. Avda. Italia, Mini BROU Portones Branch, 11500 Montevideo

ACCOUNT HOLDER NAME: CENTRO CEIBAL PARA EL APOYO A LA EDUCACIÓN DE LA NIÑEZ Y LA ADOLESCENCIA.

ACCOUNT HOLDER ADDRESS : Av. Italia 6201. Edificio Los Ceibos – Predio LATU, CP 11500, Montevideo – Uruguay

ACCOUNT NUMBER: American Dollars Current Account Nr. 001566972-00002

SWIFT CODE: BROUUYMM (Uruguay)



## INDEX

### **1. SECTION 1 – CALL AIM.**

1.1. Introduction and background of Plan Ceibal:

1.2. TECHNICAL SPECIFICATIONS – TECHNICAL ANNEX

### **2. SECTION 2 –REGULATIONS GOVERNING THE PROCEDURE OF ACQUISITION.**

2.1. Norms that govern the call

2.2. Queries of the Specifications

2.3. Modifications to the Tender and Extension / Cancellation

2.4. Communications

2.5. Requirements

A. Requirements for submission of Offers

B. Bidders representation

C. Legal status of the Bidders

D. Requirements and Documentation to be submitted in the Sub-Contracts

E. Validity of the proposal

F. Inhibition of submitting to the tender

2.6. Bid Reception Act

2.7. Formalities

2.8. Opening Act

2.9. Disclaimer of Liability

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

3.1. Content of the Offers

A. Legal and Commercial Background - Experience

B. Technical Proposal

C. Economic Proposal

D. Terms and delivery schedule

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

4.1. Teams for the evaluation of the submitted proposals:

4.2. Evaluation Criteria

4.3. Final report of the evaluation of offers

4.4. Award

### **5. SECTION 5 – SIGNING THE CONTRACT.**

5.1. Communication to the Awardee

5.2. Constitution of Guarantee

5.3. Contract Signing

5.4. Confidentiality

5.5. Sanctions

5.6. Competent Jurisdiction

5.7. Non-exclusivity

5.8. Contract extensions

5.9. Arrears



## **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 No. 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*), 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, and within the framework of Plan Ceibal, CENTRO CEIBAL calls for this public international tender for the purpose of acquiring up to 100,000 laptops for delivery to Plan beneficiaries.

### **1.2. TECHNICAL SPECIFICATIONS – TECHNICAL ANNEX**

## **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 these General Terms and Specific Conditions, and *Reglamento de Compras y Contrataciones de Bienes, Servicios y Obras* ([https://compras.ceibal.edu.uy/files/adjuntos/reglamento\\_1er\\_semestre\\_2021.pdf](https://compras.ceibal.edu.uy/files/adjuntos/reglamento_1er_semestre_2021.pdf)). Likewise, the selection of the bidder and the contractual execution will be governed by the following general principles:

- transparency;
- absence of ritualism;
- materiality;
- truthfulness;
- equal treatment;
- due process;
- concurrency; 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 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. Queries of the Specifications:**

The queries and responses, as well as the request for an extension, will be made through the Centro Ceibal Portal [compras.ceibal.edu.uy](http://compras.ceibal.edu.uy) until **Friday, July 2, 2021 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 queries and responses will be of public access for any interested party that enters the Portal, leaving in reserve the contact information of the person who has formulated the query.

CENTRO CEIBAL will evacuate the queries, not being forced to follow a predetermined order in the responses of the same. Likewise, in case of receiving queries outside the deadline, Centro Ceibal will have the discretionary power to respond or not, without any responsibility, assuming the bidder's responsibility for having made the request after the deadline set for it.

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

## **2.3. Modifications to the Tender and Extension / Cancellation:**

CENTRO CEIBAL may modify the specifications either on its own initiative or in response to a query or observation made by an interested party. When the amendment is of a substantial nature and can expand the number of interested parties, it will be disseminated through the same means used in the original call.

Likewise, CENTRO CEIBAL will have the discretion to extend or cancel the call, without expression of cause and responsibility. The extensions or cancellations will be disseminated or communicated through the same means used for the call.

In the event that a bidder needs an extension of the opening of bids, he must make his request through the Portal [compras.ceibal.edu.uy](http://compras.ceibal.edu.uy), at least 5 (five) business days before the date established in the General Terms and Conditions 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](http://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 suppliers, CENTRO CEIBAL will control that the bidders are up to date with the BPS, DGI, and BSE certificates, throughout the process and in case of contracting during the term of the same. For these purposes, the bidder must clearly specify in his offer the company name, RUT No., BPS No., and BSE Policy No.



## **B. Representation of the bidder.**

If the bidder is a Commercial Company (national or foreign), a notarial certificate must be attached to the offer accrediting its constitution, validity and representation, in accordance with the social contract or bylaws. If it appears as a proxy, it must also be attached the first copy of the mandate, notarial testimony of the same, or another document from which the representation invoked results, 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 formalized, where appropriate, before the award and / or signing of the contract.

## **C. Legal Status of the Bidders**

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

Both national and foreign legal entities may participate, individually, associated or in consortium, who meet the requirements established in the specifications that govern this tender.

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

The presentation of joint offers by companies that plan to join a consortium under the provisions of arts. 501 to 509 of Law No. 16,060 dated September 4, 1989, and 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**

The offers will be valid for a minimum period of 90 calendar days, automatically extendable for successive periods of 90 days, unless there is a written communication by the bidder, not agreeing to the aforementioned renewal, which must be communicated no less than 10 (ten) business days before the expiration of the validity period or its extensions.



## **E. Inhibition of submitting to the Tender**

It is not allowed that the people who, being employees, consultants or contracted personnel of CENTRO CEIBAL, intervene in the present contracting procedure or have intervened in their previous phases, participate in this tender or have a dependency or contractual link with the companies or organizations offering them.

Failure to observe this impediment may result in the dismissal of the offer or the termination of the contract, as the case may be.

### **2.6. Bid Reception Act- - until Friday, July 9, 2021 at 3:00 p.m**

Offers can only be sent through the Portal <http://compras.ceibal.edu.uy>. The proposal must contain all the documents that make up the offer clearly identified in accordance with the provisions of point 2 of the Technical Annex.

Two individualized files must be submitted, one of the Technical Offer and the other with the Economic Offer. Each file must be compressed with a key using zip or rar format. The complete offer (zip / rar file) cannot exceed 25 Megabytes; However, it is allowed to include text documents in the zip / rar file with access to links that contain the information required in this Document.

At the same time, the bidder will send the acting Public Notary to the following email address [password@ceibal.edu.uy](mailto:password@ceibal.edu.uy) the password for each file. In the opening ceremony, the acting Public Notary will proceed to open the folder corresponding to the Technical Offer. Subsequently, and in the event that the corresponding technical evaluation is passed, the folder corresponding to the Economic Offer will be opened on the date that CENTRO CEIBAL determines.

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

CENTRO CEIBAL will issue a proof 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 responsibility of the interested bidder to ensure such proof before the opening of the offers.

In the event that the same bidder sends more than one offer, the last one received prior to the date and time of their opening will be deemed valid.

In case of difficulties of the aforementioned medium, Centro Ceibal reserves the right to evaluate the exception and accept the offer (provided that it is received on the 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 present the offer on file duly identified with the name of the bidder (company name and RUT) and contact information (\*), and Subject, Ref .: LPI Laptops 2022.

(\*) If you have made inquiries prior to the opening ceremony, you must provide the same contact information that was reported by that means, in order to avoid any type of confusion between the bidders. It is noteworthy that the bidder is entirely responsible for the veracity and uniformity of the information provided.

The first page of the same must be signed by the legal representative of the company, which must be accredited by notarial certificate of representation, or notarial statement of power of attorney.

### **2.8. Opening Act:**



The opening of the offers will take place on **Friday, July 9, 2021 at 3:00 p.m** in virtual form.

The public notary will proceed to receive and download the offers, controlling all the documentation presented and will prepare the respective certificate, which will be notified by the Purchase Department to the bidders together with a copy of the technical offers received, to the email denounced in if requested.

Once the offers have been analyzed, CENTRO CEIBAL may grant the bidders a reasonable period of time to overcome the defects, formal deficiencies or obvious or minor errors, as long as 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 completion, 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 stated that the expenses, fees and other items included directly or indirectly with the preparation and presentation of its 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 presented in English.

The technical offer must include what is indicated in point 2 of the Technical Annex.

In the event that confidential information is presented, by way of example: customer information, which may be the subject of intellectual property and those of a similar nature, "Confidential Information" must be included duly identified within the zip / rar file that contains the entirety of the offer (Article 10 of Law No. 18,381 of October 17, 2008). Only Centro Ceibal will have access to this information for the purpose 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 it will transfer to CENTRO CEIBAL the improvements in technology or in its values that may occur during the execution of this call and during the contracting in case of being awarded.

The economic proposal will be presented according to the Price Table included in the Technical Annex (point 8 Price Tables).

Incoterms 2010 CIF MVD will be quoted for laptops and FOB (port of origin) for spare parts according to the price table included in the Technical Annex.

Insurance coverage for Incoterms 2010 CIF Mvd shall include:

- (i) All risk insurance clause A (+ war and strike).
- (ii) 15 days of stay in the customs of Uruguay after the arrival of the cargo at the port / airport.

The payment method may be:

- (i) By means of an irrevocable and transferable letter of credit against compliance with the required documentation (commercial invoice, bill of lading, packing list, etc.).
- (ii) Bank payment against approval of the shipping documentation.



- (iii) Credit 30 days from the invoice date by international bank transfer with prior agreement of the product and / or service.

If during the period 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, are levied on the supply, said taxes will be charged to the supplier in the terms and conditions established by the legal and / or regulatory norm.

**Delivery conditions and schedule:** according to what is indicated in point N ° 4 "Delivery Terms and Conditions" of the Technical Specifications.

Delivery period: The delivery date to be considered will be the date from which the delivered product is 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 failure to meet the delivery deadline (because it delivered a product that does NOT meet specifications or has an unacceptable incidence of defective units)

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

##### **4.1. Teams for the evaluation of the submitted proposals:**

Teams of Specialists will make their respective reports in their areas of competence and a joint final report with the award recommendation to the CENTRO CEIBAL Board of Directors, who will order the award or cancel the purchase.

##### **4.2. Evaluation:**

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

The following weighting will be taken into account for their evaluation:

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: is the price of the cheapest offer

PO: is the price of the offer that is being evaluated

PTO: is the technical score of the offer that is being evaluated

PTOMC: is the technical score of the best rated offer

Offers that do not pass the technical evaluation will not be considered and the file corresponding to the price offered will not be considered.

The files of the economic offers of the proposals that pass the technical evaluation will be opened by the acting Public Notary, and on a date that CENTRO CEIBAL will determine.

The evaluation of the offers does not oblige CENTRO CEIBAL to define the award based exclusively on the cheapest offer or the best technical offer; This concept also requires a tight overall weighting, taking into account, among other factors, technical aspects, company history, delivery times, etc.

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 giving rise to any claim on the part of the remaining bidders.

##### **4.3. Final report of the evaluation of offers:**





The members of the Specialist Teams will make a final report; and prior to being submitted to the consideration of the Board of Directors of Centro Ceibal, the bidding companies will be able to see this final report for a period of 5 business days from the first day following the notification. Within this period, the bidders may formulate in writing the considerations that the procedure carried out until that moment deserves them. It is not necessary to wait for the expiration of said period to award, if the bidders state in writing that they have no considerations to formulate.

#### **4.4. Award:**

CENTRO CEIBAL reserves the right to award the tender to the offer or offers that it considers 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 understands that there are considerations of merit or convenience that justify it, even without expression of cause or responsibility as indicated in point 2.9 of the present Specifications.

In this context, it is empowered to:

- award the tender to the bidder who meets the best conditions.
- not award any or any item.
- split the award.
- award a lower amount to the bidder.
- consider as a preponderant aspect to reject an offer, the background of the bidders related to the commercial conduct assumed in the fulfillment of contracts with the same and, with other state organisms.

Once the successful bid has been defined, CENTRO CEIBAL will communicate the decision to all the bids that remain in force on 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 email denounced), will constitute the confirmation of the award of the tender. The adjudication resolution, this Document, and the Bidder's Proposal will constitute the contract between the parties, until the respective contract is signed. If there is a conflict between what is established in the award resolution, this Document and the Company's Proposal, the first two documents will prevail; at any stage of this contest.

### **5.2. Constitution of Guarantee:**

Within 20 business days following the communication of the award, Centro Ceibal will require the selected bidder to provide a guarantee of faithful compliance with the contract, equivalent to 5% of the contract. Said guarantee may be constituted at the discretion of the Centro Ceibal, through withholdings in payments, or in cash deposits, public securities, surety or bank guarantee or surety insurance policy. In the case of a foreign bank or insurer, it must have representation in Uruguay or be accepted by a local banking / insurance institution. If the schedule corresponding to the fulfillment of the contract should be prolonged, the Guarantee of Faithful Performance of the Contract must be extended for the



corresponding period, in case of an established expiration. If the guarantee is not constituted in the manner and term indicated, the Centro Ceibal may cancel the award, and reconsider the study of the call, excluding the bidder awarded in the first instance.

The guarantee of faithful fulfillment of the contract may be executed in the event that the successful tenderer does not comply with the contractual obligations and will be returned once the fulfillment of all the contractual obligations by the awarded company has been accredited.

### **5.3. Contract Signing:**

The awardee must appear to sign the contract within 30 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.

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

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

### **5.4. Confidentiality:**

The Awardee, obliges himself, his officials and other subcontracted companies, to maintain strict confidentiality regarding the documentation and information supplied by CENTRO CEIBAL or generated as a result of this contract. Consequently, it will not reveal, use, publish, disclose or in any way directly or indirectly communicate all or part of information to third parties or give access to unauthorized persons, under any circumstances, unless authorized in writing by CENTRO CEIBAL.

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

### **5.5. Sanctions:**

The conducts that constitute non-compliance by the Awardee, may give merit to the imposition of the following sanctions:

In the case of the acquisition of products, in the event that the selected supplier falls behind in the quantities and delivery terms agreed, and unless something different has been provided in the Technical Specifications, or the parties have agreed to something different in the contract, it may be sanctioned with a fine equivalent to 5% of the value of the supply that should have been delivered. The fine will be applied from the business day following the expiration of the delivery period. For each additional week of delay, the fine will increase by 1.5%. After 30 calendar days of delay, without the supplier having delivered the purchased equipment, it will be grounds for termination of the contract. In case of application of fines, CENTRO CEIBAL is empowered to retain the amount of the sums that the Awardee would have to receive.

In the aforementioned case, CENTRO CEIBAL may rescind the contract, and claim the damages and losses caused by said breach plus the corresponding fine.

### **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 expand the amount awarded on equal or better commercial terms, or on more advantageous terms than those resulting from the awarded offer, through i) extension or ii) competitive short-list process. If the latter is chosen, the short list will be made up of the bidders who have passed the technical evaluation.

#### **5.9. Arrears:**

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



**BIDDER IDENTIFICATION FORM**

<b>Purchase Process</b>	LPI Laptops 2022
<b>Company Name:</b>	
<b>Trade Name:</b>	
<b>R.U.T.:</b>	
<b>No. Policy BSE:</b>	
<b>Country/City:</b>	
<b>Postcode:</b>	
<b>Address:</b>	
<b>Phone Number:</b>	
<b>E-Mail:</b>	
<b>Contact Person:</b>	
<b>Signature:</b>	
<b>ID Number:</b>	
<b>The means by which you learned about the call:</b>	<ul style="list-style-type: none"><li>- Diario El País</li><li>- Diario El Observador</li><li>- Semanario Búsqueda</li><li>- Mail</li><li>- Portal de Compras</li><li>- Revista Contacto</li><li>- Others (indicate in observations)</li></ul>
<b>Observations:</b>	

