



Plan Ceibal

GENERAL TERMS AND CONDITIONS

Public International Tender

"Object: Solution in the cloud of Content Filtering by DNS"

Publication of the Document and Queries on our website: www.ceibal.edu.uy

Deadline for queries: Friday **September 3, 2021, 5 p. m.**

Tender Opening Date: Thursday **September 9, 2021, 11 a.m. in virtual form**

Informative talk not compulsory: Tuesday **August 31, 2021, 11 a.m.**



Plan Ceibal

INDEX

1. SECTION 1 – CALL AIM.

- 1.1. Introduction and background of Plan Ceibal
- 1.2. TECHNICAL SPECIFICATIONS – ANNEX A

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

Content of the Offers

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



Plan Ceibal

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 the Ceibal Plan, CENTRO CEIBAL calls for this public international tender for the purposes of the "**Solution in the cloud of Content Filtering by DNS**".

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 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). Likewise, the selection of the bidder and the contractual execution will be governed by the following general principles:

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

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

The offers must ensure compliance with the requirements established in the terms 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) until **Friday September 3, 2021, 5 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:



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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, 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. 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

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.



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

In the event that the bidder plans to subcontract part of the services included in the object of this call, it must indicate precisely in which area and activity it will subcontract.

The eventual subcontracts that the offering company proposes to deliver any good or produce any service, will not exempt it in any case from the responsibilities for the entire offer presented, therefore the successful bidder is solely responsible for the performance of the subcontractors, taking into account that CENTRO CEIBAL only deals directly with the successful bidder.

CENTRO CEIBAL will control that the companies subcontracted by the bidder are up to date with the BPS, DGI, and BSE certificates, throughout the process and in the event of contracting during the term thereof. For these purposes, the bidder must clearly specify in his offer the company name, RUT No., BPS No., and BSE Policy No. of each subcontracted company.

The bidder, if awarded, will be jointly and severally liable for labor obligations, payment of social security contributions and all those included in law 18,251.

The bidder is obliged to detail the name of the subcontractors and must provide documentation that allows assessing their solvency, technical capacity and attaching in writing the subcontractor's agreement with the proposal.

The bidder may not subcontract other services or supplies to those initially provided for in the offer, without the express written authorization of CENTRO CEIBAL.

E. 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.

F. 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 Thursday September 9, 2021, 11 a.m. in virtual form (before the bid opening act):

Offers can only be sent through the Portal compras.ceibal.edu.uy. The proposal must be attached in a file with a password using zip or rar format. The file must be identified and dated, and must contain all the documents that make up the offer clearly identified in accordance with the provisions of point 3.1 of this Document. The complete offer (zip / rar file) cannot exceed 50 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 the password. In the opening ceremony, the acting Public Notary will proceed to open the Offer.

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



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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 in the presentation of the offer, 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 "**Solución en la nube de Filtro de Contenido por DNS**".

(*) 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 **Thursday September 9, 2021, 11 a.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 4 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.

Proposals must show the quotation in accordance with point 4.2 and ANNEX II of the Technical Annex.

When the price adjustment parameter is specified in the offer, it will begin to be applied from the award.



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The condition and term of payment will be 30 days from the date of invoice by bank transfer as agreed with the supplier after compliance with the product / 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.

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 criteria:

4.2.1 PREFERENCE REGIMES:

Centro Ceibal in each case will analyze whether it corresponds to grant the preference according to the provisions of current regulations. The bidder is responsible for submitting it within the terms provided in the call for collections and other requirements established in the current regulations. Centro Ceibal is not obliged to suspend the call process due to the unavailability by the interested party of said documentation in the times defined in the call.

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

Bidders who wish to use the benefit must declare in their offer if the goods / services qualify as national in light of the requirements of current legislation. In the event that it is declared that the work / s qualify as national / s, the bidder requires: (i) sworn statement detailing the goods or services to be provided that qualify as national; and (ii) in the event of being a successful bidder, they must present the respective certificate of origin issued by the Certifying Entities, within a period of no more than 10 business days. In the absence of a declaration, or if the aforementioned information is not presented, it will be interpreted that the work / s do not qualify as national / s and no preference will be granted.

B) Special regimes included in 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 amending, interpretive and concordant norms.

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

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

In case of being the successful bidder, you must present the respective certificate of origin issued by the Certifying Entities, within a period of no more than 15 business days.

b.2) MARKET RESERVE: In compliance with the provisions of numeral i) of literal c) of article 11 of the Disclosure. 371/10 of December 14, 2010, it is stated that the Market Reserve mechanism does not apply to this call.

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 evaluation of the offers does not oblige CENTRO CEIBAL to define the award based exclusively on the most economical offer; This concept also requires an adjusted global weighting, in accordance with the provisions of Point 7.3 EVALUATION CRITERIA of the Technical Annex.

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.



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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 Board of Directors of Centro Ceibal, the bidding companies will be seen for a period of 5 business days from the first day following 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 term 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 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 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, 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



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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 (which will contain a Service Levels Agreement - SLA).
- 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:

- 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 may be sanctioned with a fine that will be determined based on the entity of the breach, and that will range from 5% to 20%. of the monthly billing for the contracted service. In the event of the application of fines, CENTRO CEIBAL is empowered to retain the amount of the sums that the Awardee would have to receive.
- Termination of the Contract for total or partial breach. By way of example, the following may give rise to the termination of the contract:

- Failure to comply with the obligations established both in these specifications 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 by the Awardee inconvenient.
- That the Awardee incurs in fraud, gross negligence or breach of the obligations and conditions stipulated in the Specifications, Offer and in the Contract.
- Failure to pay the corresponding tax and insurance obligations.

CENTRO CEIBAL may require the successful bidder to certify that it is up to date in the payment of current social laws, tax contributions, health insurance that corresponds, as well as that the staff is insured against work accidents, in accordance with the current dispositions.

In any of the aforementioned cases, CENTRO CEIBAL may rescind the contract, and claim the damages 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:



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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.

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.

ANNEX II

AUTHORIZATION LETTER MODEL

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

The price offered is discriminated according to the following detail:

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



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

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





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ANNEX I

BIDDER IDENTIFICATION FORM

Purchase Process	LPI: Solution in the cloud of Content Filtering by DNS
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:	<ul style="list-style-type: none">- Diario El País- Diario El Observador- Mail- Purchasing Portal- Revista Contacto- Others (indicate in observations)
Observations:	

