



Plan Ceibal

GENERAL TERMS AND CONDITIONS

Public Tender.

"Object: LP - Platform for the development of skills in Resolution of Problems and Computational Thinking "

Cooperación Técnica No Reembolsable N°ATN/KP-18134-UR - Proyecto "Alta Tecnología Altamente Personalizada"

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

Deadline for Queries: Thursday, September 30, 2021 at 5:00 p.m

Tender Opening Date: Thursday, October 7, 2021 at 11:00 a.m in virtual form



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1. SECTION 1 – CALL AIM.

1.1. Introduction and background of Plan Ceibal:

La Cooperación Técnica No Reembolsable N°ATN/KP-18134-UR - Proyecto "Alta Tecnología Altamente Personalizada": los Docentes Utilizan Inteligencia Artificial para Potenciar la Respuesta a la Emergencia de la COVID-19 Promoviendo el Conocimiento y las Habilidades" (code UR-T1244), is financed by *Fondo Coreano para la Reducción de la Pobreza*, managed by the IDB, and whose beneficiary is Centro Ceibal.

The aims of the Project are: (i) to support Ceibal's educational response to the challenges posed by the COVID-19 pandemic; (ii) to develop and implement innovative pedagogical approaches with distance education technology for the teaching of mathematics and computational thinking, based on highly personalized high-technology strategies ("High Touch High Tech" or "HT-HT"); (iii) to generate empirical evidence of the results and impact of HT-HT strategies both in learning mathematics and in the development of computational thinking skills; and, (iv) to generate operational knowledge about the implementation of both pilot programs.

Within the framework of this *Cooperación Técnica*, **the acquisition of a platform for the development of skills in Problem Solving and Computational Thinking was foreseen.**

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, with [Reglamento de Compras y Contrataciones de Bienes, Servicios y Obras](#), as well as with the IDB policies that are added hereto as **ANNEX I**. 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 Documents.



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By the mere presentation of the bidder, it is considered that it accepts this Tender Documents, ANNEX A, and other applicable provisions to the present call. In case of conflict these Tender Documents shall prevail.

2.2. Queries of the Specifications:

The queries and responses, as well as the request for an extension, will be made through Portal del Centro Ceibal (compras.ceibal.edu.uy) until **Thursday, September 30, 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 <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 <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.



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2.5. Requirements:

A. Requirements for submission of Offers:

- (i) 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.

En el caso de presentarse empresas en forma colectiva, deberán obligarse en forma conjunta y solidaria por todo el período de vigencia de la contratación, lo cual deberá establecerse en forma expresa en la oferta.

The presentation of joint offers by companies that plan to join a consortium will be admitted 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.



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- 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 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 120 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-- Thursday, October 7, 2021 at 11:00 a.m (before the bid opening act):



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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.

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.: LP "Plataforma para el desarrollo de habilidades en Resolución de Problemas y Pensamiento Computacional"

(*) 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, October 7, 2021 at 11:00 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



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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

La oferta deberá estar redactada en idioma español, con excepción de los folletos que podrán presentarse en idioma inglés.

Its content must include what is indicated in Annex II "Quote" of the Technical Specifications.

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.

It must be quoted according to what is established in Annex II of the Technical Annex. The price must be shown in US dollars, with a breakdown of taxes. If they are not broken down, they will be understood to be included in the total price offered. If taxes do not correspond, the supplier must declare it in the offer and indicate the justification or accompany the documentation that proves the declaration.

The method of payment will be: credit 30 days from the invoice date by bank transfer after compliance with 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.



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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:

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.

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 given the opportunity of Vista for a period of 5 business days from the first day following notification. Within this period, the bidders may formulate in writing the considerations they believe necessary about the procedure carried out. 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.



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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 tender.

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 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



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The term of the contract is established in the document of Technical Specifications. Notwithstanding the foregoing, any of the parties may terminate the contract, at any time and without liability, with a notice of no less than 60 days.

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:



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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.

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 I

Prohibited Practices

- 1.1 The Bank requires all Borrowers (including grant recipients), executing agencies and Purchasing agencies including members of their staff, as well as all firms, entities or individuals participating in activities financed by the Bank or acting as bidders, suppliers of goods, contractors, consultants, subcontractors, sub-consultants, service providers and concessionaires (including their respective officials, employees and representatives or agents, whether express or implied), among others, observe the highest ethical standards and report to the Bank¹ any act suspected of constituting a Prohibited Practice of which he is aware or is informed, during the selection process and the negotiations or the execution of a contract. The Prohibited Practices are the following: (i) corrupt practices; (ii) fraudulent practices; (iii) coercive practices; (iv) collusive practices; (v) obstructive practices and (vi) misappropriation. The

¹ The Bank's virtual site (www.iadb.org/integridad) provides information on how to report the alleged commission of Prohibited Practices, the rules applicable to the investigation and sanction process, and the agreement that governs the reciprocal recognition of sanctions between international financial institutions.



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Bank has established mechanisms to report the alleged commission of Prohibited Practices. Any complaint must be forwarded to the Bank's Office of Institutional Integrity (OI) for it to be duly investigated. The Bank has adopted procedures to sanction those who have engaged in Prohibited Practices. Likewise, the Bank signed with other International Financial Institutions (IFI) an agreement of mutual recognition of the debarment decisions.

- (a) For the purposes of this provision, the definitions of Prohibited Practices are as follows
- (i) A *corrupt practice* consists of offering, giving, receiving or requesting, directly or indirectly, anything of value to improperly influence the actions of another party;
 - (ii) A *fraudulent practice* is any act or omission, including the misrepresentation of facts and circumstances, that deliberately or recklessly misleads, or attempts to mislead, any party to obtain a financial or other benefit or to evade an obligation;
 - (iii) A *coercive practice* consists of harming or causing harm, or threatening to harm or harm, directly or indirectly, any party or its property to improperly influence the actions of a party;
 - (iv) A *collusive practice* is an agreement between two or more parties made with the intention of achieving an inappropriate purpose, which includes improperly influencing the actions of another party; and
 - (v) An *obstructive practice* consists of:
 - i. destroy, falsify, alter, or conceal significant evidence for an IDB Group investigation, or make false statements to investigators with the intent to impede an IDB Group investigation;
 - ii. threaten, harass, or intimidate any party to prevent them from disclosing their knowledge of matters that are important to an IDB Group investigation or from pursuing the investigation; or
 - iii. acts carried out with the intention of preventing the exercise of the contractual audit and inspection rights of the IDB Group provided for in literal (f) below, or their rights of access to information;
 - (vi) A *misappropriation* is the use of IDB Group funds or resources for an improper purpose or for an unauthorized purpose, committed intentionally or through gross negligence.



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- (b) If it is determined that, in accordance with the Bank's Sanctions Procedures, that Borrowers (including recipients of donations), executing agencies and Purchasing agencies including members of their staff, any firm, entity or individual participating in an activity financed by the Bank or acting as, among others, bidders, suppliers, contractors, consultants, staff members, subcontractors, sub-consultants, suppliers of goods or services, concessionaires, (including their respective officials, employees and representatives or agents, whether their express powers or implicit) has committed a Prohibited Practice at any stage of the award or performance of a contract, the Bank may:
- i. not finance any proposal for the award of a contract for the acquisition of goods or services, the contracting of works, or consulting services;
 - ii. suspend the disbursements of the operation if it is determined, at any stage, that an employee, agency or representative of the Borrower, the Executing Agency or the Purchasing Agency has committed a Prohibited Practice;
 - iii. declare a contract ineligible for Bank financing and cancel and / or accelerate the payment of a part of the loan or grant unequivocally related to a contract, when there is evidence that the representative of the Borrower, or Recipient of a grant, has not taken appropriate corrective action (including, among other things, proper notification to the Bank after becoming aware of the commission of the Prohibited Practice) within a timeframe that the Bank deems reasonable;
 - iv. issue a warning to the firm, entity or individual in the form of an official letter of censure for their conduct;
 - v. declare a firm, entity or individual ineligible, permanently or for a specified period of time, to participate in and / or award additional contracts financed with IDB Group resources;
 - vi. impose other sanctions that it deems appropriate, among others, restitution of funds and fines equivalent to the reimbursement of costs related to the investigations and actions provided for in the Sanctions Procedures. Said sanctions may be imposed in addition to or in replacement of the aforementioned sanctions "(the" above-mentioned "sanctions are a warning and disqualification / ineligibility).
 - vii. extend the sanctions imposed on any individual, entity or firm that, directly or indirectly, owns or controls a sanctioned entity, is owned or controlled by a sanctioned or is object of common ownership or control with a sanctioned, as well as to the officials, employees, affiliates or agents of a sanctioned person who are also owners of a sanctioned entity and / or exercise control over a sanctioned entity even when



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it has not been concluded that those parties directly engaged in a Prohibited Practice.

- viii. refer the matter to the relevant national law enforcement authorities.
- (c) The provisions of subsections (i) and (ii) of literal (b) shall also apply in cases in which the parties have been declared temporarily ineligible for the award of new contracts pending a final decision being adopted in a process. sanction, or other resolution.
- (d) The imposition of any definitive measure that is taken by the Bank in accordance with the provisions referred to above will be of a public nature.
- (e) Based on the Mutual Recognition Agreement for Disqualification Decisions signed with other International Financial Institutions (IFIs), any firm, entity or individual participating in an activity financed by the Bank or acting as bidders, suppliers of goods, contractors, consultants, members of the personnel, subcontractors, sub-consultants, service providers, concessionaires, personnel of the Borrowers (including the recipients of donations), executing agencies or contractors (including their respective officials, employees and representatives or agents, whether their express or implicit powers), among others, you may be subject to a penalty. For the purposes of the provisions of this paragraph, the term "sanction" includes any permanent disqualification, imposition of conditions for participation in future contracts or public adoption of measures in response to a violation of the current framework of an IFI applicable to the resolution of complaints of commission of Prohibited Practices.
- (f) The Bank requires that bidders, proposers, applicants, suppliers of goods and their representatives or agents, contractors, consultants, officials or employees, subcontractors, sub-consultants, service providers and their representatives or agents, and concessionaires allow it to review accounts, records and other documents related to the presentation of proposals and the fulfillment of the contract, and subject them to an audit by auditors appointed by the Bank. Every bidder, offeror, proposer, applicant, supplier of goods and their representative or agent, contractor, consultant, staff member, subcontractor, sub-consultant, service provider, and concessionaire must fully assist the Bank in its investigation. The Bank also requires that bidders, proponents, applicants, suppliers of goods and their representatives or agents, contractors, consultants, staff members, subcontractors, sub-consultants, service providers, and concessionaires: (i) keep all documents and records related to activities financed by the Bank for a period of seven (7) years after completion of the work contemplated in the respective contract; and (ii) deliver all necessary documents for the investigation of complaints of commission of Prohibited Practices and (iii) ensure that the employees or agents of the bidders, proponents, applicants, suppliers of goods and their representatives or agents, contractors, consultants, subcontractors, sub-consult-



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ants, service providers and concessionaires who are aware that the activities have been financed by the Bank, are available to respond to inquiries related to the investigation from Bank personnel or from any investigator, agent, auditor, or duly appointed consultant. If the bidders, proposers, applicants, supplier of goods and their representative or agent, contractor, consultant, staff member, subcontractor, sub-consultant service provider or concessionaire refuse to cooperate or fail to comply with the Bank's requirement, or any other form hinders the investigation, the Bank, at its discretion, may take appropriate measures against the bidders, proposers, applicants, supplier of goods and their representative or agent, contractor, consultant, staff member, subcontractor, sub-consultant, service provider, or dealer.

- (g) When a Borrower purchases goods, services other than consulting services, works or consulting services directly from a specialized agency, all the provisions related to Prohibited Practices, and the corresponding sanctions, shall be applied in their entirety to the bidders, proposers, applicants, suppliers of goods and their representatives or agents, contractors, consultants, staff members, subcontractors, sub-consultants, service providers, concessionaires (including their respective officers, employees and representatives or agents, whether express or implied), or any another entity that has signed contracts with said specialized agency for the provision of goods, works or services other than consulting services in connection with activities financed by the Bank. The Bank reserves the right to oblige the Borrower to avail himself of remedies such as suspension or termination. The specialized agencies should consult the list of firms and individuals declared temporarily or permanently ineligible by the Bank. In the event that a specialized agency signs a contract or a purchase order with a firm or individual declared ineligible by the Bank, the Bank will not finance the related expenses and will take the measures it deems appropriate.

1.2. Bidders, proposers, applicants, when submitting their offers, proposals or requests, declare and guarantee:

- (a) that they have read and understood the Bank's definitions of Prohibited Practices and the applicable sanctions in accordance with the Sanctions Procedures;
- (b) that they have not incurred or will not incur in any Prohibited Practice described in this document during the selection, negotiation, award or execution of this contract;
- (c) that they have not misrepresented or concealed any material fact during the selection, negotiation, award or execution of this contract;
- (d) that neither they nor their agents, subcontractors, sub-consultants, directors, key personnel or principal shareholders are ineligible for the award of contracts financed by the Bank;
- (e) that they have reported all commissions, representative or agent fees,



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payments for facilitation services, or income sharing agreements related to Bank-financed activities; and

- (f) that they acknowledge that the breach of any of these guarantees may give rise to the imposition by the Bank of one or more of the measures described in the letter (b).

Eligible Bidders

2.1. A Bidder, and all the parties that constitute the Bidder, must be from member countries of the Bank. Offerors from other countries will not be eligible to participate in contracts financed in whole or in part with Bank funds. Section V, "Eligible Countries" of this document indicates the Bank's member countries as well as the criteria for determining the nationality of the Bidders and the country of origin of the goods and services. Bidders whose nationality is that of a member country of the Bank, as well as the goods supplied under the contract, will not be eligible:

- (a) if the laws or official regulations of the Borrower's country prohibit commercial relations with that country, provided that it is satisfactorily demonstrated to the Bank that such exclusion will not impede effective competition with respect to the supply of the goods in question; or
- (b) Pursuant to a decision of the United Nations Security Council adopted pursuant to Chapter VII of the Charter of that Organization, the Borrower's country prohibits the importation of goods from that country in question or payments of any nature to that country, to a person or an entity.

2.2 A Bidder, including, in all cases, the respective directors, key personnel, principal shareholders, proposed personnel and agents, shall not have a conflict of interest unless it has been resolved to the satisfaction of the Bank. Bidders who are considered to have conflicts of interest will be disqualified. Bidders will be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

- (a) have direct or indirect control² in another Offeror, is controlled directly or indirectly by another Offeror or is controlled together with another Offeror by a common natural or legal person; or
- (b) receive or have received any direct or indirect subsidy from another Offeror; or
- (c) they share the same legal representative with another Bidder for the purposes of this Bid; or
- (d) have a relationship with another Bidder, directly or through third parties in common, which allows them to influence the Bid of another Bidder or the Buyer's decisions in relation to this bid; or

² Por control se entenderá el poder de dirigir, directa o indirectamente, la dirección y las políticas de una firma, ya sea a través de la propiedad de acciones con derecho a voto, por contrato o de cualquier otra manera. El control puede incluir la propiedad mayoritaria de acciones con derecho a voto, otros mecanismos de control (tales como "acciones de oro", derechos de veto o acuerdos de accionistas que requieran mayorías especiales) o, en el caso de financiación por un fondo de inversiones, el control ejercido por un socio general o administrador de fondos. El control se determinara en el contexto de cada caso particular.



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- (e) any of its affiliates has participated as a consultant in the preparation of the preliminary studies, the conceptual design or the technical specifications of the Goods and related services that constitute the object of the Offer; or
 - (f) any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or by the Borrower as Project Manager for the execution of the Contract; or
 - (g) will provide goods, works and services other than consulting services resulting from consulting services, or directly related to them, for the preparation or execution of the "Highly Personalized High Technology" Project, N° ATN / KP-18134-UR, he has provided by any affiliate that directly or indirectly controls that firm, is directly or indirectly controlled by that firm, or is controlled with that firm by a joint entity; or
 - (h) has a close³ prior or subsequent family, financial or employment relationship with a professional of the Borrower's staff (or the project executing agency, or a beneficiary of part of the loan) that: (i) is directly or indirectly related to the preparation of the bidding document or the specifications of the Contract, or the evaluation process of the Bid of that Contract; or (ii) could be related to the execution or supervision of that Contract unless the conflict derived from such relationship has been resolved in a manner acceptable to the Bank during the bidding process and the execution of the Contract.
- 2.3 A Bidder is not eligible if he or she or its subcontractors, suppliers, consultants, manufacturers or service providers involved in any part of the Contract (including, in all cases, the respective directors, key personnel, main shareholders, proposed personnel and agents) are subject to a temporary suspension or debarment imposed by the IDB, or a debarment imposed by the IDB pursuant to an agreement for the recognition of debarment decisions signed by the IDB and other development banks.
- 2.4 A firm that is a Bidder (either individually or as a member of a Joint Venture, Consortium or Association ("JV")) may not participate as a Bidder or as a member of a JV in more than one Offer, except in the case of Offers allowed alternatives. Such participation will result in the disqualification of all Offers in which the firm in question has been involved. A firm that is neither a Bidder nor a member of a joint venture may participate as a subcontractor in more than one Bid. Unless specified, there is no limit on the number of members of a joint venture.
- 2.5 State enterprises of the Borrowing country will be eligible only if they can demonstrate that (i) they have legal and financial autonomy; (ii) operate in accordance with commercial laws; and (iii) do not depend on any agency of the Buyer.

³ Por relación estrecha se deberá entender que abarca hasta el cuarto grado de consanguinidad o por adopción, o hasta el segundo grado de unión por matrimonio o unión de pareja de hecho (afinidad).



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- 2.6 A Bidder must not be suspended by the Buyer from submitting bids or proposals as a result of failure to comply with a Bid or Proposal Maintenance Statement.
- 2.7 Bidders shall provide the Buyer with satisfactory evidence that they continue to be eligible, when reasonably requested by the Buyer.
- Eligibility of Goods and Services**
- 2.8 All Goods and Related Services to be supplied in accordance with the contract and financed by the Bank must have their origin in any member country of the Bank in accordance with Section IV, "Eligible Countries", with the exception of the cases indicated in literals (a) and (b) above.
- 2.9 For the purposes of this instruction, the term "goods" includes merchandise, raw materials, machinery, equipment and industrial plants; and "related services" includes services such as transportation, insurance, installations, commissioning, training, and initial maintenance.
- 2.10 By the term "origin" is understood the country where the goods have been extracted, harvested, cultivated, produced, manufactured or processed, or, after their processing, manufacture or assembly, result in another article recognized in the commercial sphere that differs substantially of the basic characteristics of its components.
- 2.11 The criteria for determining the origin of goods and related services are indicated in Section IV, "Eligible Countries."

Section IV. Eligible Countries

Eligibility for the supply of goods, construction of works and the provision of services in acquisitions financed by the Bank

1) Member Countries when the financing comes from the Inter-American Development Bank.

Germany, Argentina, Austria, Bahamas, Barbados, Belgium, Belize, Bolivia, Brazil, Canada, Chile, Colombia, Costa Rica, Croatia, Denmark, Ecuador, El Salvador, Slovenia, Spain, United States, Finland, France, Guatemala, Guyana, Haiti, Honduras, Israel, Italy, Jamaica, Japan, Mexico, Nicaragua, Norway, Netherlands, Panama, Paraguay, Peru, Portugal, United Kingdom, Republic of Korea, Dominican Republic, People's Republic of China, Sweden, Switzerland, Suriname, Trinidad and Tobago, Uruguay, and Venezuela.

Eligible territories

- a) Guadeloupe, French Guiana, Martinique, Reunion - as Departments of France.
- b) United States Virgin Islands, Puerto Rico, Guam - as Territories of the United States of America.
- c) Aruba - for being a Constituent Country of the Kingdom of the Netherlands; and Bonaire, Curaçao, Sint Maarten, Sint Eustatius - for being Departments of the Kingdom of the Netherlands.
- d) Hong Kong - for being a Special Administrative Region of the People's Republic of China.



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2) Criteria for determining Nationality and the country of origin of the goods and services

To determine: (a) the nationality of the firms and individuals eligible to participate in contracts financed by the Bank and (b) the country of origin of the goods and services, the following criteria will be used:

(A) Nationality

(a) **An individual** has the nationality of a member country of the Bank if he or she meets one of the following requirements:

- i) is a citizen of a member country; or
- ii) has established his domicile in a member country as a "bona fide" resident and is legally authorized to work in that country.

(b) **A firm** has the nationality of a member country if it satisfies the following two requirements:

- i) it is legally constituted or incorporated under the laws of a member country of the Bank; and
- ii) more than fifty percent (50%) of the firm's capital is owned by individuals or firms from member countries of the Bank.

All the partners of a joint venture, consortium or association (JV) with joint and several liability and all subcontractors must comply with the requirements established above.

(B) Origin of the Goods

Goods originate in a member country of the Bank if they have been mined, cultivated, harvested or produced in a member country of the Bank. A good is produced when, through manufacturing, processing or assembly, the result is a commercially recognized article whose basic characteristics, function or purpose of use are substantially different from its parts or components.

In the case of a good that consists of several individual components that need to be interconnected (which can be executed by the supplier, the buyer or a third party) to ensure that the good can operate, and regardless of the complexity of the interconnection, the Bank considers such good to be eligible for financing if the assembly of the individual components was done in a member country. When the good is a combination of several individual goods that are normally packaged and sold commercially as a single unit, the good is considered to come from the country where it was packed and shipped to the buyer.

For purposes of determining the origin of the goods identified as "made in the European Union", these will be eligible without the need to identify the corresponding specific country of the European Union.

The origin of the materials, parts or components of the goods or the nationality of the firm producing, assembling, distributing or selling the goods does not determine their origin.



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(C) Origin of the Services

The country of origin of the services is the same as that of the individual or firm that provides the services in accordance with the nationality criteria established above. This criterion is applied to services related to the supply of goods (such as transportation, insurance, assembly, assembly, etc.), to construction services and to consulting services.



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ANNEX II

BIDDER IDENTIFICATION FORM

Purchase Process	LP. Plataforma para el desarrollo de habilidades en Resolución de Problemas y Pensamiento Computacional
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- Semanario Búsqueda- Mail- Purchasing Portal- Revista Contacto- Others (indicate in observations)
Observations:	