



GENERAL TERMS AND CONDITIONS

International Open Tender

Micro:bits Acquisition 2023

Publication of the specifications and queries on our website: www.ceibal.edu.uy

Deadline for queries: June 2nd, 2023, 5 p.m.

Bid Opening Date: June 8th, 2023, 11 a.m.

1. SECTION 1 – CALL AIM.

1.1. Introduction and background of Plan Ceibal:

Centro Ceibal para el Apoyo a la Niñez y la Adolescencia (Centro Ceibal), a public non-state person created by Law N° 18.640, of January 8, 2010, has among its tasks, among others, the management of the 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, CENTRO CEIBAL, calls for this international open tender, in order to acquire Micro: bits 2023.

1.2. SPECIFICATIONS DOCUMENT– TECHNICAL ANNEX

2. SECTION 2 - REGULATIONS GOVERNING THE PROCEDURE OF ACQUISITION.

2.1. Norms that govern the call

2.1. Norms that govern the call: The Tender will comply with the provisions of this General Terms and Conditions, Specifications and the Regulations for Purchases and Contracts of Goods, Services and Works ([https://compras.ceibal.edu.uy /public/download/attachments/2](https://compras.ceibal.edu.uy/public/download/attachments/2)).



Likewise, the selection of the bidder and the contractual execution shall be governed by the following general principles: transparency; absence of ritualism; materiality; veracity; 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 about the Specifications:

The queries and responses, as well as the request for an extension, will be made through Centro Ceibal Portal (<http://compras.ceibal.edu.uy/vigentes/>) **until June 2nd, 2023, 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 Document and Extension / Cancellation:

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

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



In the event that a bidder needs an extension of the opening of bids, he must make his request through the Portal <http://compras.ceibal.edu.uy/vigentes/>, 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/vigentes/>. Once the offers are open, the communications made to the e-mail reported by the bidder shall be considered valid.

These communications constitute personal and authentic means of notification.

2.5. Requirements:

A. Requirements for submission of Offers

- (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 thereof. For these purposes, the bidder must clearly specify in its offer the business name, No. RUT, No. BPS, and No. BSE Policy.

B. Representation of the Bidders

If the bidder is a Commercial Company (national or foreign), it must be attached to the offer notarial certificate proving the constitution, validity and representation of the same, according to the social contract, or social statute. If it appears by proxy, he must attach, likewise, the first copy of the mandate, notarial testimony of the same, or another document which results in the representation invoked, in case the representation does not arise from the notarial certificate and / or bylaws.

If the selected bidder were a foreign company, Centro Ceibal may optionally require that the documentation be duly translated, legalized and notarized, if applicable, before the award and / or signing of the contract.

C. Legal Status of the Bidders

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



Both national and foreign legal entities may participate, individually, as an associate or consortium, which comply with the requirements established in the specifications of this tender.

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

The 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 expressing the intention to become a consortium, with notarial certification of signatures, details of the services that each member of the consortium will undertake, as well as the proportions with which each participates.
- All the information required in this document for each of the members of the consortium.
- Appointment of one of the members as the person in charge authorized 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 later in the consortium contract that each of its members will be jointly and severally liable to CENTRO CEIBAL for each and every one of the obligations contracted in the framework of this tender.
- Express the indivisibility of the obligations contracted before CENTRO CEIBAL, and the non-modification of the act or contract, without the prior authorization of CENTRO CEIBAL.

D. Validity of the proposal.

Offers will be valid for a minimum period of 120 calendar days, automatically renewable for successive periods of 90 days, unless written communication is provided by the bidder, not acceding to the aforementioned renewal, which must be communicated in advance at least 10 (ten) business days before the expiration of the validity period or its extensions.

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 – until June 8th, 2023, 11 a.m. (before the bid opening act):

Offers can only be sent through the Portal <https://compras.ceibal.edu.uy/vigentes>. 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 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 key to the acting Public Notary to the following email address password@ceibal.edu.uy. In the opening act, the acting Notary Public 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 certificate of receipt of the offer which will serve as the only means of proof of receipt of the offer in a timely manner. Therefore, it is the responsibility of the interested bidder to ensure the reception of this certificate before the opening of the bids.

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

The bidder assumes full responsibility for the means chosen for the presentation of the offer, means that ensure the confidentiality of the offer until the moment it is opened. In case of difficulties in any of the aforementioned means, the Centro Ceibal reserves the right to evaluate the exception and accept the offer (provided that it is received in due time and manner), as long as the equality of the bidders is not altered as well of the transparency of the process.

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 Adquisición de Micro:bits 2023**.

(*) 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 power of attorney. Additionally, it will be necessary to include the complete identification form of the bidder attached to these documents.

2.8. Opening:

The opening of the offers will take place on June 8th, 2023, 11 a.m. in virtual form by the acting notary public, together with a representative of the Purchasing Department of Centro Ceibal.



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 Purchasing Department to the bidders together with a copy of the received offers, to the denounced email in case that it is 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:

CENTRO CEIBAL may desist from the call at any stage of its execution, or may reject all offers. None of these decisions will generate any right of the participants to claim for expenses, fees or compensation for damages. It is recorded that costs, fees and other items included directly or indirectly with the elaboration, preparation and presentation of the offer will be on the bidder.



3. SECTION 3 - FORM AND CONTENT OF THE OFFER

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

Its content must include what is indicated in point 3 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, 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 Quotation Table included in the Technical Annex: Point "3. Presentation of offers".

The goods will be quoted in CIF MVD (incoterm 2020).

The insurance coverage for the incoterms 2020 CIF Mvd must include:

- (i) All risk insurance clause A (+war and strike).
- (ii) 15 calendar days of stay in Uruguayan customs 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) 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.



Conditions and delivery Schedule: according to what is indicated in point N ° 5 "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, cargo's conditions 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 Criteria:

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's background, delivery times, etc.

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

4.3. Final report of the evaluation of offers:

The members of the Specialist Teams will make a joint final report identifying the eligible offers and establishing an order of preference among them; and prior to being submitted to the consideration of the Board of Directors of Centro Ceibal, a hearing will be given of the bidding companies for a period of 5 working days from the first day following the notification. Within this period of time, the bidders may formulate in writing the considerations that merit the procedure performed up to that moment. 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 make.

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 this Document.

In this context, it is empowered to:

- award the tender to the bidder who meets the best conditions.
- not award any bid or any item.
- divide 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 them and, with other state agencies.

Once the awarded bid has been defined, CENTRO CEIBAL will communicate the resolved to all offers that remain valid as of the date of the communication.

4. SECTION 5 – SIGNING OF THE CONTRACT.

4.1. Communication to the Awardee:

The communication sent to the awarded offer (to the e-mail reported), will constitute the confirmation of the award of the bid. The award resolution, the present Document, and the proposal of the bidder shall constitute the contract between the parties, until the respective contract is signed. If there is a conflict between the provisions of the award resolution, these Documents and the Company Proposal, the first two documents shall prevail; at any stage of the present contest.

4.2. Constitution of Guarantee:

Within 20 calendar 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 award. Said guarantee may be constituted at the discretion of Centro Ceibal, through withholding 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. Likewise, if the guarantee is issued by a banking or insurance institution, the constitutive document must contain a clause that establishes that said guarantee can only be released after written communication from Centro Ceibal.

If the guarantee is not constituted in the manner and term indicated, Centro Ceibal may annul the award, and reconsider the study of the call to the exclusion of the bidder awarded in the first instance.



The guarantee of faithful fulfillment of the contract may be executed in the event that the successful bidder 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.

4.3. Signing of the Contract:

The successful bidder must appear to sign the contract within 10 business days from the day following the notification to appear for these purposes. In the case of foreign companies, and for the purposes of signing the contract and for any litigation that may arise, Centro Ceibal may require the awarded bidder (s) (who are not domiciled in Uruguay) to appoint a legal representative with address in Uruguay for the purposes of notifications.

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

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

4.4. Confidentiality:

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

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

4.5. Sanctions:

The conducts that configure breach of 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 the 30 calendar days of delay, without the supplier having delivered the acquired equipment, it will be grounds for termination of the contract. In the event of the application of fines, CENTRO CEIBAL is empowered to withhold 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 caused by said breach plus the corresponding fine.



4.6. 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.

4.7. 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.

4.8. Contract extensions:

Centro Ceibal reserves the right to extend the amount awarded in equal or better commercial terms, or in more advantageous terms than those resulting from the awarded bid, through i) extension or ii) short list competitive process. In case of opting for the latter, the short list will consist of the bidders that have submitted the product in accordance with the requirements of the Specifications.

4.9. Arrears:

The awarded supplier will fall into default as of right without the need for judicial or extrajudicial management or interpellation of any kind due to the expiration of the terms and conditions agreed, for the performance of any act or fact that translates into doing or not doing something contrary to what is established in the commercial relationship.



BIDDER IDENTIFICATION FORM

Purchase Process:	LPI Microbits 2023
Company Name:	
Trade Name:	
R.U.T.:	
No. Policy BSE.:	
Country/City:	
Postcode:	
Address:	
Phone Number:	
E-Mail:	
Contact Person:	
Signature:	



ID Number:		
The means by which you learned about the call::	- Diario El País	<input type="checkbox"/>
	- Diario El Observador	<input type="checkbox"/>
	- Semanario Búsqueda	<input type="checkbox"/>
	- E-Mail	<input type="checkbox"/>
	- Portal de Compras	<input type="checkbox"/>
	- Revista Contacto	<input type="checkbox"/>
	- Others (indicate in observations)	<input type="checkbox"/>
Observations:		