

BIDDING SPECIFICATIONS**Digital Library Acquisition**
INTERNATIONAL PUBLIC TENDER

Centro Ceibal para el Apoyo a la Educación de la Niñez y la Adolescencia (Ceibal Center for the Educational Support of Children and Adolescents).

Publication of Bidding Specifications and Queries at our website:
compras.ceibal.edu.uy

Deadline for queries: Friday, September 23rd, 2016 at 5:00 p.m.

Bid Opening Date: Tuesday, September 27th, 2016 at 11:00 a.m. at Avenida Italia 6201, Edificio Los Ceibos.

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1. CHAPTER 1 – AIM OF THE CALL FOR BIDS

1.1. Introduction and background of Plan Ceibal:

Given the need to move forward within the Society of Information and Knowledge through the development of actions aimed at reducing the digital gap, the Executive Branch created PLAN CEIBAL by Decree 144/007 of April 18th, 2007 with the purpose of carrying out studies, assessments and actions required to provide every child within school age and every public school teacher with a portable computer. Subsequently, according to Laws No. 18.640 and 18.719, respectively, and Decree No. 56/010, the Ceibal Center for the Educational Support of Children and Adolescents was established, with the main aim of developing and implementing the Ceibal Plan.

In this context and within the framework of Plan Ceibal, Centro Ceibal issues this international public call for bids, for the purpose of acquiring a Digital Library as a “finished product”, aimed at students and teachers of the Uruguayan educational system. Such digital library will replace the current Ceibal Digital Library.

1.2. BIDDING SPECIFICATIONS – ANNEX A

2. CHAPTER 2 - REGULATIONS GOVERNING THE PROCUREMENT PROCESS

2.1. Regulation governing the call for bids:

The Call for Bids will be governed by provisions established in this General and Specific Bidding Specifications. In addition, the bidder will be chosen and the agreement will be implemented according to the following principles:

- a) transparency;
- b) absence of excessive bureaucracy;
- c) materiality;
- d) veracity;
- e) equal treatment;
- f) due process;
- g) competition; and
- h) good faith.

The abovementioned principles shall also serve as interpretation criteria to solve any issues that may arise in relation to the implementation of the relevant provisions.

All bids must ensure compliance with the requirements established by the Bidding Specifications.

The mere submission of a bid by a bidder is understood as the acceptance of these Bidding Specifications and other regulations applicable to this call for bids. In case of conflict between the Bidding Specifications and a bid, the Bidding Specifications will prevail.

2.2. Queries regarding bidding specifications:

Queries and answers thereto, as well as requests for extensions, will be made through the Centro Ceibal website compras.ceibal.edu.uy until Friday, September 23rd, 2016, at 5:00 p.m.

For such purpose, the interested party must provide its contact information, which must be unique and related to each bidder.

The content of questions and answers will be available to the public for consultation by any interested party entering the website; however, the contact information of the bidder asking such questions will remain confidential.

CENTRO CEIBAL will answer questions without any obligation to follow a specific order. In addition, in case of questions made after the deadline established for such purpose, Centro Ceibal will have discretionary power to decide whether to answer or not, without any responsibility whatsoever, and the bidder shall take responsibility for asking a question after the deadline provided for such purpose.

Tender conditions will also include questions made by bidders, together with written answers provided by CENTRO CEIBAL, which shall be an integral part of the Bidding Specifications.

2.3. Modifications to Bidding Specifications and extensions/cancellations

CENTRO CEIBAL may modify the Bidding Specifications either by its own initiative or as a result of a query or observation by an interested party. When changes are substantial and may increase the number of bidders, they will be disseminated through the same means used for the original call for bids.

In addition, CENTRO CEIBAL will have discretionary powers to extend or cancel the call for bids, without cause or responsibility. Extensions or cancellations will be disseminated or communicated through the same means used for the call for bids.

Should a bidder need an extension of the bid opening deadline, it must be requested through the website compras.ceibal.edu.uy, at least five (5) working days before the bid opening date established in the Bidding Conditions.

CENTRO CEIBAL reserves the right to grant extensions in the terms requested, to deny such requests, or to grant shorter extensions than those requested.

2.4. Communications:

All communications between the bidders and CENTRO CEIBAL, before the opening of bids, will be made through the website compras.ceibal.edu.uy. Once bids are open, communications to the e-mail address provided by bidders will be valid.

Such communications consist of authentic personal notification means.

2.5. Requirements:

A. Bid submission requirements:

Certificates

CENTRO CEIBAL will control that local bidders are in good standing with all BPS¹, DGI² and BSE³ certificates throughout the entire process and, in case of celebrating an agreement, during the term thereof. For such purpose, bidders must clearly specify their corporate name, RUT⁴ No., BPS No. and BSE Policy No.

¹ Banco de Previsión Social: Social Security Bank

² Dirección General Impositiva: National Tax Authority

³ Banco de Seguros del Estado: State Insurance Bank

⁴ Registro Único Tributario: Taxpayers Registry

B. Bidder's representation

If the bidder is a (national or foreign) Company, a notarial certificate certifying incorporation, good standing and representation thereof according to the corporate by-laws must be attached to the bid. If the bidder is represented by an attorney, the first copy of the power of attorney, or another document proving representation, must be attached, in case such representation does not arise from the notarial certificate and/or by-laws. For such purpose, the notarial document submitted must have been issued in the current year or must have the corresponding update and control of validity.

If the awarded bidder is a foreign company, Centro Ceibal may choose to require the corresponding documentation to be translated, legalized and notarized before the award and/or execution of the agreement.

C. Bidders' legal situation

Companies may submit bids individually or collectively. In the latter case, companies must undertake joint and several liability regarding all stages of the agreement, expressly stating this and attaching all the documentation required by the Bidding Specifications for each one of them.

Both national and foreign legal entities may take part in the tender, individually, in partnership or consortium, provided that they comply with requirements established in the Bidding Specifications governing this tender.

In case of companies submitting bids collectively, they must bind themselves jointly and severally for the entire term of the agreement, and this must be expressly stated in the bid.

The submission of collective bids by companies planning to form a consortium under articles 501 to 509 of Law No. 16.060 of September 4th, 1989, will be admitted. The following must be attached to the bid:

- Certificate stating the intention to form a consortium, with notarial certification of signatures, detailed list of services to be provided by each member of the consortium, as well as their respective percentage of participation.
- All information required by the Bidding Specifications for each one of the members of the consortium.
- Appointment of one of the members as authorized person responsible to undertake obligations and receive instructions for and on behalf of all and each one of the members of the consortium.
- Statement in the certificate of intention and subsequently in the consortium agreement that each one of the members shall be jointly and severally liable before CENTRO CEIBAL for all and each one of the obligations undertaken within the framework of this tender.
- Statement about the indivisibility of obligations undertaken regarding CENTRO CEIBAL, and the impossibility to change the certificate or agreement without previous authorization by CENTRO CEIBAL.

D. Validity of the Bid

Bids will be valid for a minimum period of 120 calendar days. Such period may be automatically extended for subsequent terms of 90 days, unless there is a written communication by the bidder rejecting said renewal, which must be issued at least ten (10) working days before the expiration date of the validity period or extensions thereof.

E. Prohibition from Participating in the Tender

Employees, consultants or staff hired by CENTRO CEIBAL taking part in the present procurement procedure or in its previous stages may not submit bids for this tender or have an employment or contractual relation with any of the bidding companies or organizations.

Failure to comply with this requirement may result in the disqualification of a bid or the termination of the agreement, whichever is applicable.

2.6. Receipt of bids – until Tuesday, September 27th, 2016 at 11:00 a.m. (before bid opening):

a) In person, at the Administration and Finance Management Procurement Section of Centro Ceibal (Avda. Italia 6201, Edificio Los Ceibos), from Monday to Friday (except holidays), from 9 a.m. to 5 p.m., or otherwise at the bid opening act.

b) By Courier. In this case, bids must be delivered to the Procurement Management section of CENTRO CEIBAL, which shall be responsible for issuing a certificate of receipt; otherwise the bid may be considered not submitted.

c) Through the website compras.ceibal.edu.uy. The bid must be attached as an encrypted zip or rar file. The file must be duly identified and dated and must contain all documents making up the bid clearly identified according to section 3.1 of the present Bidding Specifications. The complete bid (zip/rar file) may not exceed 25 Megabytes; however, the zip/rar file may include text documents with links to information required by these Bidding Specifications. At the same time, the bidder must send to the acting Notary Public, at the e-mail address password@ceibal.edu.uy, the password to the encrypted file. During the bid opening act, the Notary Public will proceed to decrypt the bid. CENTRO CEIBAL reserves the right to request at any time before the award, the original documentation in printed format.

In the three cases, CENTRO CEIBAL will issue a certificate of receipt of the bid, which will serve as the only proof that the bid was received in due time and manner. Therefore, it is the bidder's responsibility to ensure that such certificate is issued before the opening of bids.

In case the same bidder sends more than one bid (through any of the means provided), the last bid received before the bid opening date and time will be the one considered valid.

The bidder undertakes full responsibility for the means chosen for the submission of the bid, means which are aimed at keeping bids under strict confidentiality until the bid opening. In case of any difficulties faced with any of the abovementioned means, Centro Ceibal reserves the right to assess exceptions and accept bids (provided that they are submitted in due time), provided that equal treatment among bidders and the transparency of the process is not affected.

2.7. Formalities:

In cases **a)** and **b)** mentioned above, bidders must submit bids in a sealed envelope (with the original documents, a copy and a copy in a CD and/or pen drive), duly identified with (i) the bidder's name (corporate name and RUT No.) and contact information (*), and (iii) Subject, Ref.: LPI Digital Library.

(*) In case of queries made before bid opening, the same contact information indicated therein should be provided, for the purpose of avoiding any type of confusion between bidders. Bidders are fully responsible for the truthfulness and uniformity of information provided.

In all cases, and whatever the means used to submit the bid, the first page thereof must be signed by the legal representative of the company, whose capacity may be proved through a notarial certificate of representation, or a notarized copy of a power of attorney.

2.8. Bid opening:

Bid opening will take place on **September 27th, at 11 a.m.**, at the facilities of CENTRO CEIBAL (Av. Italia 6201, Edificio Los Ceibos).

Before bids are opened, those interested in being present during bid opening will prove their capacity as representatives or attorneys to witness this act, through notarial documentation certifying such capacity.

Bidders' presence at the bid opening act is not mandatory, but those who attend may acquaint themselves with bids submitted, except for information submitted and qualified as "confidential information", according to section 3.1. B).

Once bids are opened, the acting Notary Public will control documents included therein, keeping record in the minutes of all documents submitted.

Afterwards, the originals of all bids submitted will be initialed together with the Notary Public appointed by CENTRO CEIBAL for the opening of bids, who will then draft and sign the corresponding minutes, together with the representative of the bidders present at the act.

Once bids are analyzed, CENTRO CEIBAL may grant bidders a reasonable period to correct flaws, lacking formalities or evident or insignificant errors, provided that equal treatment among bidders is not affected.

2.9. Disclaimer

CENTRO CEIBAL may cancel the call for bids at any stage, or may reject all bids. None of this will result in any rights by the participants to claim any expenses, fees or compensation for damages. It is hereby stated that all expenses, fees and other items directly or indirectly related to the development, preparation and presentation of bids shall be borne by bidders.

3. CHAPTER 3 - BID FORM AND CONTENT

Bids must be written in Spanish, except for brochures which may be submitted in English.

3.1. Bid content:

A. Legal and business background - Experience:

Companies must have renowned experience in the provision of the services/supplies tendered. Therefore, they must provide references supporting this requirement (for instance, signed letters from customers, contact information, success stories), the purchaser being allowed to request, whenever deemed proper, any additional information in this regard.

B. Technical proposal:

This chapter shall include detailed information for each one of the technical aspects indicated in the Technical Specifications.

In case of submitting confidential information, which may be subject to intellectual property and similar rights, it must be submitted separately in a sealed envelope identifying its content as confidential (article 10 of Law No. 18.381, of October 17th, 2008). If such information is sent through the website, it must be duly identified as "Confidential information" within the zip/rar file with the entire bid.

Such information will only be accessed by Centro Ceibal, for the purpose of assessing the bid. Prices and descriptions of goods and services offered and general conditions of the bid are not considered confidential information.

The bidder must guarantee that it will transfer to CENTRO CEIBAL all improvements in technology or the value thereof that may take place during the implementation of the present tender and during the term of the agreement, in case of being awarded.

C. Economic proposal:

Bids must include a quotation, in US dollars or Uruguayan pesos, plus a breakdown of taxes. Otherwise, taxes will be understood to be included in the total price offered.

Quotations shall be carried out according to provisions in section 7.1 of the technical specifications.

When price adjustment parametrics are specified in the bid, they will become effective as from the award.

Payment terms and conditions may be:

- (i) Thirty (30) days as from the invoice date, prior approval of the product and/or service's quality, through bank transfer to a BROU⁵ account.
- (ii) Through international bank transfer according to what is agreed with the supplier, prior approval of the quality of the product/service.

If, during the period of validity of the bid, and/or during the term of the agreement, the current tax system or any other taxes that may be created in the future affect the supply, the supplier will bear with such taxes in the terms and conditions established by laws and/or regulations.

D. Delivery conditions and schedule:

Bidders must specify in the bid the delivery conditions and schedule for the products offered, in accordance with quotations provided as per section 6.3 of the Technical Specifications.

4. CHAPTER 4 – BIDS ASSESSMENT AND AWARD

4.1. Submitted bids assessment teams:

Bids will be assessed based on the background and experience of the bidder, and technical and commercial aspects, by Expert Teams appointed for such purpose.

Such Expert Teams will carry out their corresponding reports in their fields of competence and a joint final report with the award recommendation to the Board of Directors of CENTRO CEIBAL, who will resolve to award the contract or cancel the purchase.

4.2. Assessment criteria:

CENTRO CEIBAL is not bound to define the award of the contract exclusively based on the most economic bid or the best technical bid; this decision will be based on a comprehensive analysis, taking into account technical aspects, company background, delivery time, etc. among other aspects.

Centro Ceibal reserves the right to negotiate the conditions of bids it understands to be more convenient to its interests, without giving rise to any claim by any of the remaining bidders.

⁵ Banco de la República Oriental del Uruguay

4.3. Bid assessment final report:

Expert Team members will write a report identifying eligible bids and establishing an order of preference among them; and before submitting it for consideration by the Board of Directors of Centro Ceibal, bidders will be notified and will have a term of 5 working days as from the first day following notification to submit in writing any considerations about the procedure followed and the report by the Contract Award Advisory Commission. If bidders express in writing that they have no considerations, it will not be necessary to wait for such period to award the contract.

4.4. Award:

CENTRO CEIBAL reserves the right to award the contract to the bid or bids it considers more convenient to its interests and needs, being able to disregard the report and recommendations by Expert Teams on reasonable grounds, not being bound to award the contract to the cheapest bid or to the best bid in technical terms. The tender may be cancelled if it is deemed appropriate or convenient, even without statement of cause and with no responsibility, as indicated in section 2.9 of the present Bidding Specifications.

In this context, CENTRO CEIBAL has powers to:

- Award the contract to the bidder that best meets conditions.
- Not to award a specific item or none of them.
- Split the award.
- Award for a lesser quantity than the one initially tendered.
- Consider as a significant aspect to reject a bid, the background of bidders in relation to their business conduct in the fulfillment of contracts with Centro Ceibal or other State agencies.

Once the awardee is defined, CENTRO CEIBAL will communicate its resolution to all bidders that remain valid as of the date of communication.

5. CHAPTER 5 – AGREEMENT EXECUTION

5.1. Communication to awardee:

Notification to the awarded bidder (to the e-mail address indicated) will constitute confirmation of the contract award. The contract award resolution, this Bidding Specifications and the bidder's bid will constitute the agreement between the parties, until the corresponding agreement is executed. In case of any conflict between what is established in the award resolution, the Bidding Specifications and the company's bid, the first two documents will prevail, whatever the stage of the tender.

5.2. Performance bond:

Within 10 calendar days following the contract award, the selected bidder will provide a performance bond equivalent to 5%. Such bond may be provided, at Centro Ceibal's discretion, through the withholding of payments, or through one of the following instruments: cash deposit, government securities, a bank bond or guarantee or bond insurance. Should the guarantee be issued by a foreign bank or insurance company, such entity must either have a representative office in Uruguay or be accepted by a local institution. The constituting document must contain a clause stating that the guarantee in question may be released only upon written notice by CENTRO CEIBAL.

Guarantee deposits (cash or dated check) may be delivered to the Treasury section of CENTRO CEIBAL or be deposited into the following account: Caja de Ahorros moneda extranjera, Banco de la República Oriental del Uruguay (BROU), Agencia Mini BROU Portones No. 157-000781-0

Failure to provide the performance bond in the form and term indicated may result in CENTRO CEIBAL terminating the award. In this case, CENTRO CEIBAL may reconsider the Tender assessment, excluding the initially awarded bidder.

The performance bond may be enforced if the awardee does not comply with contractual obligations. And it will be returned once compliance with all contractual obligations is proved.

5.3. Agreement execution:

The awardee must appear to sign the agreement within a term of 5 working days as from the day following the notification in this regard, otherwise the bid bond will be enforced. In case of foreign companies, and for the purpose of the execution of the agreement and for any dispute that may arise, Centro Ceibal may demand the awarded bidder(s) (not domiciled in Uruguay), to appoint a legal representative domiciled in Uruguay for the purpose of notifications.

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

- 1) Contract with Service Level Agreement (SLA) according to section 6.4 of the Technical Specifications
- 2) Bidding Specifications
- 3) Awarded bid

Ceibal is in conditions to guarantee a minimum term of 3 years for the agreement, provided that the project is successful during its first year of implementation.

5.4. Penalties:

Non-compliant behavior by the Awardee may give rise to the following penalties:

- **Fine:** The awardee may be penalized with a fine. In cases where there is no express sanction defined by the SLA or the Agreement, the awardee will be penalized with a fine to be determined based on the importance of the non-compliance, which will vary between 5% and 20% of the monthly billing for the services hired. In case of purchase of products, if the selected supplier is delayed in the amounts and terms agreed, and unless otherwise provided in the Technical Specifications or in the Agreement by the parties, the supplier will be penalized with a fine equal to 5% of the value of supplies to be delivered. The fine will apply as from the first working day following the expiration of the delivery term. For each additional week of delay, the fine will increase 1.5%. After 30 days of delay, without delivery by the supplier of the purchased equipment, the agreement may be terminated.

In case of fines, CENTRO CEIBAL has powers to withhold the amount thereof from sums to be paid to the awardee.

- **Termination of Agreement as a result of total or partial non-compliance.** As an example, the following may give rise to the termination of the Agreement:
 - Non-compliance with obligations established both in the present Bidding Specifications and in the SLA that due to its importance, at the discretion of CENTRO CEIBAL and by resolution on reasonable grounds, renders the provision of services by the awardee unsuitable.
 - Fraud, serious negligence or non-compliance with obligations and conditions established in the Bidding Specifications, Bid and in the Agreement by the awardee.

- Non-compliance with payment of the corresponding tax and insurance obligations.
CENTRO CEIBAL may request the awardee to prove that it is in good standing with the payment of social security charges, tax contributions, health insurance charges, as applicable, and that employees are insured against work accidents, according to regulations in force.

In any of the abovementioned cases, CENTRO CEIBAL may terminate the agreement and claim damages caused by such non-compliance, plus the corresponding fine.

5.5. Competent jurisdiction:

Any interpretation or conflict-resolution arising from the tender or the agreement shall fall under the jurisdiction of the courts of the city of Montevideo, Oriental Republic of Uruguay, according to related provisions in force in Uruguay.

5.6. Non-exclusivity:

The commercial relation between CENTRO CEIBAL and the awarded bidders will be non-exclusive. Therefore, CENTRO CEIBAL may enter into agreements with third parties providing similar or equivalent services.

5.7. Agreement extensions:

Centro Ceibal reserves the right to extend the amount awarded under equal or better commercial conditions or in conditions more advantageous than those resulting from the awarded bid.

5.8. Arrears:

The awarded bidder will fall in arrears by operation of law, without the need for any proceedings or demand in or out of court, by the mere expiration of terms agreed, by the performance of any act or fact which results in doing or not doing something in violation to what is established in the commercial relation.