



## GENERAL TERMS AND CONDITIONS

# **Acquisition of up to 15,000 LTE/3G TABLETS** **INTERNATIONAL PUBLIC BID SOLICITATION**

The CEIBAL CENTER for Childhood and Adolescent Education Support

**Publication of the Bid Specification and Inquiries available on the web site:** [www.ceibal.edu.uy](http://www.ceibal.edu.uy)

**Inquiry Deadline: January 2, 2017 at 17:00 hours**

**Bid Opening: January 9, 2017 at 15:00 hours** at Avenida Italia 6201, Edificio Los Ceibos



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## **1. CHAPTER 1 – SOLICITATION OBJECTIVE**

### **1.1 Introduction and background of the Ibarapitá Plan**

The CEIBAL CENTER for Childhood and Adolescent Education Support (henceforth referred to as CEIBAL CENTER), a non-governmental public entity, created by Law Number 18,640, administers the education program for basic computer connectivity for online learning (Plan Ceibal), which establishes a socio-educational means of digital integration to promote more and better access to education and culture.

In addition, through Decree 130/015, it is charged with implementation of the Ibarapitá Plan whose objective is the pursuit of equal access to knowledge and social inclusion of retirees, through the delivery of devices that allow an Internet connection (Tablet) and therefore conditions of integration in a family, social, and general relational environment.

In this context, and in the framework of the Ibarapitá Plan, the CEIBAL CENTER, through this document, calls for international public bids, for the purpose of purchasing up to 15,000 LTE/3G tablets.

### **1.2. BID SPECIFICATION – APPENDIX A**

## **2. CHAPTER 2 – REGULATIONS THAT GOVERN THE ACQUISITION PROCESS**

### **2.1 Regulations that govern the solicitation:**

The bid request will be adjusted according to terms established by the General and Specific Terms and Conditions. In addition, the selection of the awardee and the execution of the contract will be governed by the following general principles:

- a) transparency;
- b) absence of red tape;
- c) relevance;
- d) truthfulness;
- e) equal treatment;
- f) due process;
- g) fair competition; and
- h) good faith.

The aforementioned principles also serve as an interpretive tool to resolve issues that may arise in the application of the relevant requirements.

The bids should ensure compliance with the established requirements on the Bid Specification.

Through the act of submitting a bid, it is assumed that respondents accept this Bid Specification and the rest of the applicable provisions in this call for bids. In case of a conflict between the Bid Specification and the tender, the Bid Specification has priority.

### **2.2 Inquiries regarding the Bid Specification**

The questions and answers, along with extension requests, will be conducted through the CEIBAL CENTER Portal [compras.ceibal.edu.uy](http://compras.ceibal.edu.uy) until January 2, 2017, at 17:00 hours. Those interested should provide their contact information, which should be unique and related to every bidder.

The content of the questions and answers, except for the contact information of the person who submitted the question, can be publicly accessed by anyone interested in signing in to the Portal.





The CEIBAL CENTER will answer questions, but is not obligated to answering them in a predetermined order. In addition, in case questions are received outside the time limit, the CEIBAL CENTER will have the discretionary power to respond or not, with the bidder assuming responsibility for having asked the question outside the time limit.

The terms of the bid request will also include questions formulated by the respondents, along with the written answers given by the CEIBAL CENTER, which will become integrated as part of this Bid Specification.

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

The CEIBAL CENTER can modify the Bid Specification of their own initiative or following a question or observation formulated by an interested party. When the modification is substantial in nature or increases the number of interested parties, it will be dispersed through the same methods used in the original call for bids.

In addition, the CEIBAL CENTER will have the discretionary ability to extend or cancel the call for bids, without cause or responsibility. The extension or cancellation will be dispersed or communicated through the same methods used in the call for bids.

In case a bidder requires an extension to the bid opening, he should submit a request through the Portal [compras.ceibal.edu.uy](http://compras.ceibal.edu.uy), with notice of at least 5 (five) working days with respect to the date established in the Bid Specification for the bid opening.

The CEIBAL CENTER reserves the right to grant an extension to the requested timeframe, reject the request, or grant an extension less than that requested.

### **2.4. Communication:**

All communication between respondents and the CEIBAL CENTER, prior to the bid opening will be made through the Portal [compras.ceibal.edu.uy](http://compras.ceibal.edu.uy). Once the bids are opened and deemed valid, communication will be conducted by electronic mail to the address designated by the bidder.

Such communication will be considered the means of personal and authentic notification.

### **2.5. Requirements:**

#### **A. Bid Submittal Requirements:**

##### **(i) Certifications**

In the case of Uruguayan companies, the CEIBAL CENTER will verify that the respondents are currently certified by BPS, DGI, and BSE, during the whole process and in case of award during the term of the contract. To that effect, the bidder should clearly specify in his offer the name of the company, RUT Number, BPS Number, and BSE Policy Number.

##### **(ii) Incorporation Documentation**

If the bidder is a Commercial Corporation (Uruguayan or foreign), it should attach to the bid a notarized certificate validating articles of incorporation, duration of certification and company representative, in accordance with corporate covenant or corporate charter. If an authorized agent is presented on behalf of the company he should, in addition, attach an original copy of his authorization, notarized testimony of the same, or another document which proves the stated representation, in case the representation is not shown in the notarized covenant or charter.

If the selected bidder is a foreign company, the Ceibal Center will have the option to require that the documentation is properly translated, legalized and authenticated per Uruguayan protocol, before bid award and/or signing the contract.

### **B. Legal Status of Respondents**





Companies should present as single entities or as part of a collaboration. If part of a collaboration, companies are obliged to form jointly and severally for all stages of the contract, be established in that explicit form, and should attach for each of the entities the documentation required by the specifications.

They can participate as national or foreigner companies, as a single entity, an association or consortium, which complies with the established requirements on the Bid Specification that governs this solicitation.

In the case that companies present themselves as a collaboration, that formation is required jointly and severally for the entire valid term of the contract, which should be explicitly stated in the bid.

Submittal of joint bids will be accepted by firms that are designed as a consortium in accordance with Articles 501 – 509 of Law number 16,060 from September 4, 1989, and should attach to the bid:

- \* A record showing the formation of a consortium, with notarized certification of signatures, details about the services each member of the consortium will provide, as well as the participation percentage of each member.
- \* All the information required on this Bid Specification for each of the consortium members.
- \* Designation of one of the members as the authorized responsible party for contract obligations and to receive instructions on behalf of the consortium, and to represent each and every one of the members of the consortium.
- \* A record in the consortium formation and also later in the consortium contract, that each one of the members will be severally responsible to the CEIBAL CENTER for each and every one of the contractual obligations in the context of this solicitation.
- \* An expression of indivisibility of the contractual obligations with the CEIBAL CENTER, and not amending the record of consortium or contract, without previous authorization of the CEIBAL CENTER.

### **C. Proposal Term**

The bids will be valid for a minimum time period of 120 calendar days, automatically extended for successive 90 day periods, unless written resolution by the respondent does not agree to those terms, which should be communicated with advance notice of no more than 10 (ten) working days before the expiration date of the proposal term or the extensions.

### **D. Solicitation Submission Restrictions**

Any persons that are employees, consultants or personally contracted with the CEIBAL CENTER may not have dependence on or contractual ties with the bidding companies or organizations, nor may they intervene in the current proceeding or have intervened in previous phases.

Those not observing this restriction can have their bid dismissed or have the contract rescinded, according to each case.

### **2.6. Bid Submittal Process – until January 9, 2017 at 15:00 (before bid opening process):**

- a) In person at the Purchasing Department of the Administration and Finance Manager of the Center (Avda. Italia 6201, Edificio Los Ceibos), from Monday to Friday (except work holidays) from 9 to 17:00 hours, or at the bid opening process.
- b) Send by courier. In this case it should be delivered to the Purchasing Manager of the CEIBAL CENTER, who will be responsible for issuing proof of receipt, without which it will be considered as not presented.
- c) Send through the Portal [compras.ceibal.edu.uy](http://compras.ceibal.edu.uy). The proposal should include all the documents that make up the bid clearly identified according to the provisions in point 3 of this Bid Specification. Three individual files should be submitted, one for each envelope (ENVELOPE 1-Formal Documents, ENVELOPE 2-Technical Bid, and ENVELOPE 3-Economic Bid).

Each file should be encrypted using zip or rar format. The complete bid (zip/rar file) should not exceed 25 Megabytes; however, it is acknowledged that the zip/rar file text documents may have access to links that contain information required by the Bid Specification.





Concurrently, the bidder should send to the acting administrator (Escribano) at the following email address **password@ceibal.edu.uy** an encrypted password for ENVELOPE 1 and ENVELOPE 2, and another distinct password for ENVELOPE 3. At bid opening the acting administrator will open bid ENVELOPE 1 and ENVELOPE 2. Afterwards, and in the case that the bidder meets the technical requirements, ENVELOPE 3 will be opened, in a public process on a date that will be determined by the CEIBAL CENTER, so that interested parties will be informed and can attend.

The CEIBAL CENTER reserves the right to request at any time and prior to the awarding, original documentation in paper format.

In those three cases, The CEIBAL CENTER will send proof of receipt of the bid which will serve as the unique form of proof of receipt of the bid on time and format. Accordingly, it is the obligation of the interested bidder to ensure such record before bid openings occur.

In the case of the same bidder sending more than one bid (by whichever method provided), it is understood that the last bid received before the date and hour of the bid opening is the valid bid.

The bidder assumes the entire responsibility for the method chosen for the bid submittal, taking measures to ensure confidentiality of the bid until the moment of opening bids. In case of difficulties with one of the aforementioned methods, the CEIBAL CENTER reserves the right to evaluate the exception and accept the bid (provided that it has been received on time), and when it does not alter the equal treatment of respondents and transparency of the process.

## **2.7. Procedures**

In cases **a)** and **b)** previously mentioned, the bidder should submit the bid in a sealed envelope (original, copy and a copy on CD and/or pen drive), and it should be identified with the (i) name of the bidder (company name and RUT) and contact information (\*), and (iii) "Asunto, Ref: LPI TABLETS LTE/3G."

In all cases, and whichever method of submitting the offer, the first page of the offer should be signed by the company's legal representative, which should be accredited through a notarized certificate of the representation, or through power of attorney.

## **2.8. Bid Opening:**

Bid opening will take place on January 9, 2017, at 15:00 hours, at the offices of the CEIBAL CENTER (Av. Italia 6201, Edificio Los Ceibos).

Prior to opening bids, interested parties that want to be present for the bid opening will accredit those assuming the role of company representative or proxy to be present for the opening, through notarized documentation that accredits the stated representation. Such documentation should be presented by hand outside of the envelope of the bid to be shown prior to the entrance of the bid opening.

The presence of the respondents at the bid opening is not obligatory, but those taking part will have knowledge of the submitted bids, except for the information that has been presented and classified as "confidential information," according to terms mentioned in point 3.

Once bids are open, the acting administrator (Escribano) controls the documents that are part of the bids and will certify that they have been seen by those present.

The CEIBAL CENTER, upon analyzing the bids can allow the respondents a reasonable time to overcome defects, formal gaps, evident errors or important shortcomings, only when it does not materially alter equality among respondents.

## **2.9. Exoneration from Responsibility:**





The CEIBAL CENTER can withdraw the call for bids at whichever stage of the process, or can reject all the offers. None of these decisions will generate a right for one of the participants to make a claim for expenses, fees or compensation for injury or damages. Respondent acknowledges and assumes all costs, fees and all other items including direct or indirect development, preparation and submittal of the bid.

### **3. CHAPTER 3 – BID FORMAT AND CONTENT**

The bid should be written in Spanish, with the exception of brochures that can be presented in English.

The bid should be submitted in three (3) sealed envelopes y should be properly identified, the first page of every envelope must be signed in conformance with the aforementioned process in 2.7.

**ENVELOPE 1 – Formal Documentation, the information mentioned in point 2.5 A (i) and (ii) must be included.**

**ENVELOPE 2 – Technical Proposal: This envelope will contain information for each one of the technical aspects noted in the Technical Attachment.**

In case the submitted information is confidential, for example: client information, that which can be considered intellectual property and those items of a similar nature, must be delivered separately in a sealed envelope with a cover sheet describing the contents as confidential (Article 10 of Law Number 18,381, of October 17, 2008). In case it is sent through the Portal, said information must include proper identification "Confidential Information" inside the zip/rar file that contains the whole offer.

CEIBAL CENTER will only have access to such information with the goal of evaluating the bid. Prices and the descriptions of offered goods and services and general bid conditions will not be considered confidential.

The respondent must guarantee that he will deliver to CEIBAL CENTER any improvements to technology or the value thereof during the execution of the call for bids and during the term of contract in case the contract is awarded.

**ENVELOPE 3 – Economic Proposal: Must quote a single figure using the guidelines established in this Bid Specification and in the Technical Appendix.**

The proposal should be made in US Dollars.

CIF/MVD should be quoted.

The method of payment could be:

- (i) 30 days from the billing date and with approval of product and/or service conformity, through a bank transfer to a BROU account.
- (ii) From approval of required documentation (commercial billing, knowledge of shipping, packing list, etc.) through an irrevocable and transferable letter of credit.
- (iii) Charging against approval of shipping documentation.
- (iv) Through an international bank transfer according to previous agreement with the provider and approval of the product/service.

During the term of fulfilling the bid, and/or during the term of the contractual relationship, the tax system in effect, as with other taxes that can be created taxing the supply of goods, paying said taxes will be the obligation of the provider per the terms and conditions that are established by legal standards and regulations.

### **4. CHAPTER 4 – EVALUATION OF BIDS AND AWARDING OF PROJECT**

#### **4.1 Evaluation teams for submitted proposals:**





Bids will be evaluated by Teams of Specialists appointed for this purpose.

Said Teams of Specialists will carry out their respective reports in their areas of competence and a final report along with the award recommendation to the Director of the CEIBAL CENTER, who will make the award or revoke the process without making the purchase.

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

The proposal evaluation will be carried out as an examination of the technical solution in the first stage and those who meet the requirements will proceed to a study of the economic bid.

They will take into account the following deliberation to evaluate the proposals:

The final score of every bid, considering as much the Technical Evaluation as the Economic Evaluation, will be given by the following formula:

$$(POME/PO) * 40 + (PTO/PTOMC) * 60$$

Where:

- POME: the price of the most economical bid
- PO: the price of the bid that is being evaluated
- PTO: the technical points of the bid that is being evaluated
- PTOMC: the technical points of the most qualified bid

The bids that do not pass the technical evaluation will not be considered and the envelope corresponding to the bid price will be returned unopened to the respondent.

The envelopes of the economic bids of the proposals that pass the technical evaluation will be opened as a public act by the designated administrator (Escribano); the CEIBAL CENTER will determine the date and inform corresponding companies.

The Ceibal Center reserves the right to negotiate the bid conditions with those they understand are best suited to their needs, without creating a claim on the part of the rest of the respondents.

#### **4.3. Final report on bid evaluation:**

The members of the Team of Specialists will create a final report along with identifying eligible bids and establishing a preference order among them; and prior to submission for consideration to the Director of the Ceibal Center, will allow the firms to respond for a term of 5 working days starting with the first day following notification. Within this time frame the respondents can formulate in writing considerations that should be considered in the process between that date and the report of the Awards Advisory Commission. It is not necessary to wait for the passing of such term to award, if the respondents demonstrate in writing that they do not have considerations to formulate.

#### **4.4. Awarding of Project:**

The CEIBAL CENTER reserves the right to award the solicitation to the bid or bids that are most suitable for their needs and the needs of the service, being able to deviate from the report and recommendation of the Team of Specialists with good reason. They are not obligated to award in favor of the bid with the lowest price or the best technical offering, being able to revoke the purchase if they understand that considerations of merit exist or suitability that justifies it, including expressing without cause nor responsibility as indicated in point 2.9 of this Bid Specification.

In this context, the CEIBAL CENTER is authorized to:

- \* award the solicitation to the respondent that meets the best conditions.
- \* not award some or any of the bid.
- \* divide the award.
- \* award a lesser amount than solicited.







\* consider as a predominant factor to reject the offer, the background of the respondents related to business conduct in fulfillment of contracts and with other state entities.

Once the bid award is determined, the CEIBAL CENTER will communicate the results to all the respondents that maintained valid standing through the date of the communication.

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

### **5.1. Communication with the Awardee:**

The communication sent to the awarded respondent (to the designated email), will constitute the confirmation of the solicitation award. The award resolution, this Bid Specification, and the Proposal of the respondent will constitute the contract between the contracting parties, until they sign the corresponding contract. If conflicts exist between the established award resolution, the Bid Specification and the Company Proposal, the first two documents have primacy; at whichever stage of the call for proposals.

### **5.2. Guarantee Components**

Within the 10 calendar days following the award communication, the selected respondent will establish a guarantee of faithful contract compliance, equivalent to 5% of the total awarded amount.

Such guarantee can be established through a cash deposit, public stock, bank bond or guarantee, or bond insurance policy. If the guarantee is issued by a foreign banking institution or insurance agency, they should have representation in Uruguay or be accepted by a local institution. The constituting document should contain a clause establishing that the stated guarantee can only be liberated by written communication from the CEIBAL CENTER.

If the guarantee is not constituted in the specified form and timeframe, the CEIBAL CENTER can revoke the award and reconsider the Solicitation analysis with the exclusion of the respondent awarded in the first instance.

The guarantee of faithful contract compliance can be executed in case the awardee does not comply with the contractual obligations. And will be returned once it has been certified that all contractual obligations have been fulfilled.

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

The awardee should be present to sign the contract in a timeframe of within 5 working days starting the day following notification to the effect that he should appear, if not the bid guarantee of contract compliance will be executed. In dealing with foreign companies, and with those signing the contract and for whichever litigation that may arise, the CEIBAL CENTER can require the awarded respondents (that don't have residence in Uruguay), to designate a legal representative with a Uruguayan residence for the purpose of notifications.

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

- 1) Contract
- 2) Bid Specification
- 3) Awarded bid

### **5.4. Confidentiality:**

The Awardee, himself, his representatives and all subcontracted companies, are obliged to maintain strict confidentiality with respect to the documentation and information provided by the CEIBAL CENTER or generated as a result of this contract. They therefore will not reveal, use, publish, divulge of any mode of communication, directly or indirectly, to third parties all or parts of information, nor give





access to unauthorized people, under any conditions, unless through written authority of the CEIBAL CENTER.

The CEIBAL CENTER assumes the same obligation with the qualifying confidential information of the Awardee.

### **5.5. Sanctions:**

Conduct which constitutes a default of the Awardee, can give grounds for the imposition of significant sanctions:

\*Fines: The Awardee can be sanctioned with a fine. In the case that there is not an expressly defined sanction in the Service Level Agreement or in the Contract, he will be sanctioned with a fine to be determined as a function of the entity in default, and that can vary between 5% and 20% of the monthly billing for the service contract. In dealing with the acquisition of products, in case the selected provider falls behind in the quantities and timeframe of agreed upon deliveries, and unless something distinct has been specified otherwise from a Technical Basis, or the parties have agreed to something specific in the contract, he will be sanctioned with a fine equivalent to 5% of the billing value that he should have sent. The fine applies starting with the work day following the expiration of the delivery timeframe. For every additional week of delay, the fine will increase 1.5%. If 30 calendar days pass with delay, without the provider having made delivery of the purchased equipment, it will cause rescission of the contract.

In the case that fines are applied, the CEIBAL CENTER is authorized to retain the amount of the fines in the sum that the Awardee has received.

\* Rescission of the Contract for total or partial default. Reasons including the following, can be cause for rescission of the contract:

- Not fulfilling obligations established considering the Bid Specification and the Service Level Agreement; that the entity, in the judgement of CEIBAL CENTER and in the founding resolution, the benefit of services from the Awardee has become unsuitable.
- That the Awardee has committed fraud, serious negligence or not fulfilled obligations and conditions stipulated in the Bid Specification, Award and the Contract.
- Failure to pay tax obligations and corresponding insurance.  
The CEIBAL CENTER can require that the awarded company accredit that on payment due date they have made required retirement contributions, tax contributions, health insurance payments as required, as well as provided personnel with insurance for work accidents, conforming to current regulations.

In whichever of the aforementioned cases, the CEIBAL CENTER can rescind the contract, and reclaim damages and loss caused by such default in addition to the corresponding fine.

### **5.6 Governing Jurisdiction:**

The jurisdiction with respect to whichever interpretation or clarification of controversies that could be derived from the solicitation or the contract, will be the jurisdiction of the Courts of the city of Montevideo, of the Eastern Republic of Uruguay, conforming to current provisions regarding Uruguay.

### **5.7. Non-exclusivity**

The commercial relationship generated between the CEIBAL CENTER and the other respondents, will not be exclusive, the CEIBAL CENTER will be able to enter into agreements with any party whose terms and benefits are similar or equivalent.





**5.8. Contract Extensions:**

The CEIBAL CENTER reserves the right to extend the amount awarded on equal or better commercial terms, or on terms more advantageous than those resulting from the awarded bid.

**5.9. Contract Default:**

The awarded respondent will fall into legal default without the need for processing or judicial obligation or extrajudicial action of any sort for only the expiration of deadlines and agreed upon terms, or for the realization of any act or fact that is translated as doing or not doing something contrary to the established commercial relationship.

