

GENERAL BIDDING CONDITIONS

Procurement of 8" Tablets

INTERNATIONAL PUBLIC TENDER No. 0088-2017

Ceibal Centre for the Educational Support of Children and Adolescents.

Bidding Conditions and Queries on our website: www.ceibal.edu.uy

Deadline for queries: February 10, 2017 17:00 a.m.

Bid Opening Date: February 17, 2017 at 11:00 a.m. at Avenida Italia 6201, Edificio Los Ceibos.

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1. CHAPTER 1 - PURPOSE OF THE CALL.

1.1. Introduction and background of Plan Ceibal:

As part of Ceibal Centre's tasks, and in keeping with the programmes managed (by Plan Ceibal and the Ibirapitá Programme) in accordance with Law 18640 and Decree 130/015, respectively, this call is launched for the procurement of up to 10,000 8 "tablets with Android operating system.

1.2. SPECIFIC BIDDING CONDITIONS - APPENDIX A

2. CHAPTER 2 - RULES GOVERNING THE PROCUREMENT PROCESS.

2.1. Rules governing the call:

The tender must conform to the provisions in these General and Specific Terms and Conditions. Additionally, the selection of bidder and the execution of the contract will be governed by the following broad principles:

- a) transparency;
- B) absence of ritualism;
- C) materiality;
- D) veracity;
- E) equal treatment;
- F) due process;
- G) competition; and
- h) good faith.

The above principles will also serve as an interpretation criterion for resolving issues that may arise in the implementation of the relevant provisions.

The bids must ensure compliance with the requirements established in the Bidding Terms and Conditions.

The bidder's mere submission will be understood as his acceptance of these Bidding Conditions and any other provisions applicable to this call. In the event of a conflict between the Bidding Conditions and the bid, the Bidding Conditions shall prevail.

2.2. Queries about the Bidding Conditions:

Queries and answers, as well as the request for an extension, must be made through the Ceibal Centre web Portal at compra.ceibal.edu.uy until February 10, 2017, at 5:00 pm. For this purpose, the interested party must provide his contact information, which must be unique and will be related to each bidder.

The content of the questions and answers will be publicly accessible for any interested party visiting the Portal, but the asker's contact information will not be disclosed.

CEIBAL CENTRE will respond to the queries, but will be under no obligation to follow a predetermined order when answering them. Furthermore, in the event of receiving queries

outside the established period, it will be within Ceibal Centre's discretion whether it will respond or not, without any liability, with the bidder having to take responsibility for submitting the query outside the period established for it.

The bidding conditions will also include the queries submitted by the bidders, together with the written replies given by the CEIBAL CENTRE, which will be an integral part of these Bidding Conditions.

2.3. Amendments to the Bidding Conditions and Extension/Cancellation:

The CEIBAL CENTRE may amend the bidding conditions either on its own initiative or in response to a query or observation submitted by an interested party. If the amendment is of a substantial nature and may expand the number of interested parties, it will be disseminated using the same means used for the original call.

In addition, the CEIBAL CENTRE will have discretion about whether to extend or cancel the call, without the need to state the reasons. The extensions or cancellation will be disseminated or communicated using the same means used for the call.

In the event that a bidder needs a postponement of the bid opening, he must submit his request through the portal at compras.ceibal.edu.uy, at least five (5) business days before the date established in the Bidding Conditions for the opening.

The CEIBAL CENTRE also reserves the right to grant the postponement as requested, reject the request, or grant an extension shorter than that requested.

2.4. Communications:

Prior to the bid opening, all communications between the bidders and the CEIBAL CENTRE will be sent through the portal at compra.ceibal.edu.uy. Once the bids have been opened, the communications sent to the email address provided by the bidder will be deemed valid.

Such communications constitute a means of personal and authentic notification.

2.5. Requirements:

A. Requirements for the submission of bids:

(i) Certificates.

In the case of domestic companies, the CEIBAL CENTRE will make sure that the bidders are up to date with their BPS (Social Security Bank), DGI (General Taxation Office), and BSE (State Insurance Bank) certificates throughout the process and, in case of the successful bidder, during the term of the contract. For this purpose, the bidder's submission must clearly specify the corporate name, RUT number, BPS number, and BSE policy number.

(ii) Corporate documentation.

If the bidder is a Trading Company (whether domestic or foreign), a notarial certificate attesting to the incorporation, validity and representation thereof pursuant to the articles of incorporation or the company bylaws shall be attached to the bid. If the bidder appears by proxy, and should the representation not arise from the notarial certificate above or the bylaws, the first copy of the mandate or notarial certificate thereof proving the representation invoked shall be attached to the tender.

If the successful bidder is a foreign company, the Ceibal Centre may optionally require that the documentation be duly translated, legalized and notarized, if applicable, prior to the winning bid being announced and/or the contract being signed.

B. Legal Status of Bidders.

Companies may bid individually or collectively. In the latter case, the companies shall be jointly and severally liable for all stages of the contracting process, expressly establishing this fact and attaching all documents required in these Terms and Conditions for each company.

Both domestic and foreign legal entities may participate individually, in partnership or as a consortium, as long as they meet the requirements set forth in the bidding conditions.

In the event of companies participating collectively, they must be jointly and severally liable for the entire duration of the contract, a fact which must be expressly stated in the bid.

The submission of joint bids will be accepted if the companies are planning to form a consortium under the provisions of sections 501 to 509 of Law No. 16060 dated September 4, 1989, in which case the bid must be accompanied by:

- A statement expressing their intention to form a consortium, with a notarial attestation of signatures, details of the services that each member of the consortium will be responsible for, as well as the proportion with which each of them participates.
- All the information required in these bidding conditions for each of the members of the consortium.
- Appointment of one of the members as authorized to undertake obligations and receive instructions for and on behalf of each and every member of the consortium.
- A clause in the letter of intent and later in the consortium agreement that each of its members will be jointly and severally liable to the CEIBAL CENTRE for each and every obligation undertaken under this tender.
- A statement of indivisibility of the obligations undertaken in relation to the CEIBAL CENTRE, and a commitment not to amend the statement or agreement without CEIBAL CENTRE's prior authorization.

C. Validity of the Proposal.

The bids will be valid for a minimum period of 120 calendar days, automatically renewable for successive periods of 90 days, unless written communication is submitted by the bidder not agreeing to the aforementioned renewal at least ten (10) business days before the expiry of the period of validity or its extensions.

D. Bidding restrictions.

Officials, consultants or staff under contract to the CEIBAL CENTRE who are involved in this procurement process or have participated in its previous phases may not take part in this tender or have any dependency or contractual relationship with the bidding companies or organizations.

Failure to observe this restriction may lead to the rejection of the bid or termination of the contract, as appropriate.

2.6. Receipt of Bids - Deadline: February 17, 2017 at 11:00 a.m. (before bid opening):

a) In person in the *Departamento de Compras* (Procurement Department) of the Centre's *Gerencia de Administración y Finanzas* (Administration and Finance Management) (*Avda. Italia 6201, Edificio Los Ceibos*), from Monday to Friday (except public holidays) from 9 a.m. to 5 p.m., or at the bid opening ceremony.

b) By courier. In this case, it must be delivered to CEIBAL CENTRE's *Gerencia de Compras* (Procurement Management), who will be responsible for issuing the receipt. Otherwise, it may be considered not submitted.

c) Through the portal at compras.ceibal.edu.uy. The proposal must contain all the documents that make up the bid clearly identified in accordance with the provisions of chapter 3 of these Bidding Conditions. Three clearly identified files must be submitted, each in a separate envelope (ENVELOPE 1 - Formal Documentation, ENVELOPE 2 - Technical Bid, and ENVELOPE 3 - Financial Bid).

Each file must be encrypted using the zip or rar format. The complete bid (zip/rar file) may not exceed 25 Megabytes. However, the zip/rar file may include text documents with access to links containing the information required in these Bidding Conditions.

Additionally, the bidder must send an encryption key for ENVELOPE 1 and ENVELOPE 2, and a different key for ENVELOPE 3 to the authorized Notary Public at the following email address **password@ceibal.edu.uy**. At the bid opening, the authorized Notary Public will proceed to decrypt the bid ENVELOPE 1 and ENVELOPE 2. Subsequently, if it passes the technical assessment, ENVELOPE 3 will be opened at a public ceremony on the date set by the CEIBAL CENTRE, which will be duly communicated so that the ceremony can be attended by the interested parties.

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

In all three cases, The CEIBAL CENTRE will issue an acknowledgement of receipt of the bid, which will serve as the only proof of the timely receipt of the bid. It is therefore for the interested bidder to secure such acknowledgement before the bid opening ceremony.

In the event that the same bidder sends more than one bid (by any of the means provided), the last bid received before the date and time of the bid opening ceremony will be deemed valid.

The bidder takes full responsibility for the means chosen for the submission of the bid, all the means seeking the confidentiality of the bid until the bid opening ceremony. In case of difficulties with any of the above mentioned means, the Ceibal Centre reserves the right to assess the exception and accept the bid (provided it is received in a timely manner), as long as the equal treatment of all the bidders and the transparency of the process are not affected.

2.7. Formalities:

In cases a) and b) above, the bidder must submit the bid in a sealed envelope (original, copy and a copy on a CD and/or USB flash drive), duly identified with (i) the name of the bidder (corporate name and RUT [Taxpayer ID Number]) and contact information (*), and (ii) Subject, Ref.: LPI 0088-2017 Tablets 8”.

In all cases, and regardless of the way of submitting the bid, its first page must be signed by the legal representative of the company, which must be certified by notarial attestation of representation, or certified copy of the power of attorney.

2.8. Opening Ceremony:

The bid opening ceremony will be held on February 17, 2017, at 11:00 AM, on CEIBAL CENTRE`s premises (Av. Italia 6201, Edificio Los Ceibos).

Prior to the bid opening, the appearing parties wishing to be present at the bid opening ceremony must provide evidence of their status as representatives or attorneys-in-fact authorized to attend the ceremony by means of notarized documentation proving such representation.

The presence of the bidders at the opening ceremony is not mandatory, but those who attend may take note of the bids submitted, except for the information that has been submitted and identified as "confidential information", as stated in chapter 3.

Once the bids have been opened, the authorized Notary Public will examine the documents accompanying each of them, and certify that they are seen by those present.

Following the analysis of the bids, the CEIBAL CENTRE may give the bidders a reasonable period of time to correct defects, formal deficiencies or obvious or minor errors, provided that the equal treatment of all the bidders is not substantially affected.

2.9. Disclaimer:

The CEIBAL CENTRE may cancel the call at any stage of its implementation, or may reject all the bids. Neither of these decisions will entitle the participants to make any claims for expenses, fees or damages. It is hereby stated for the record that any costs, fees or other expenses directly or indirectly included in the development, preparation and submission of the bid must be borne by the bidder.

3. CHAPTER 3 - FORMAT AND CONTENT OF THE OFFER

The offer must be written in Spanish, except for the brochures, which may be submitted in English.

The bid must be submitted in three (3) sealed and properly identified envelopes. The first page of each envelope must be signed as instructed in section 2.7 above.

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

ENVELOPE 2 - Technical Bid: This chapter must contain information for each of the technical aspects indicated in the Technical Appendix.

If confidential information such as customer information, which may be subject to intellectual property rights, and information of a similar nature is submitted, it must be delivered separately in a sealed envelope with an inscription on the cover identifying the content as confidential (section 10 of Law No. 18381, of October 17, 2008). In the event of submitting the bid through the Portal, such information must be duly identified as "Confidential Information" within the zip/rar file containing the entire bid.

This information will only be accessed by the Ceibal Centre for the purpose of assessing the bid. The prices and descriptions of goods and services tendered and the general conditions of the bid are not considered confidential.

The bidder must guarantee that he will transfer to the CEIBAL CENTRE any improvements in the technology or prices thereof that may occur during the implementation of this call, and during the contract in case of winning the bid.

ENVELOPE 3 - Financial Bid: Quotations must be given on a unit-by-unit basis, in keeping with the guidelines set forth in this section and in section 3.1 of the Technical Appendix, quoting mandatory and desirable requirements separately.

The proposals must be expressed in US Dollars.

The CIF/MVD price must be quoted.

The payment method may be:

- (i) 30 days from the invoice date and after product and/or service approval, by bank transfer to a BROU (Uruguay's largest state-owned bank) account.
- (ii) Against conformity of the required documentation (commercial invoice, bill of lading, packing list, etc.) by irrevocable and transferrable Letter of Credit.

- (iii) Collection against conformity of the shipping documentation.
- (iv) By international bank transfer as agreed with the supplier following product/service approval.

If the current tax system levies taxes on the supply or other taxes are introduced during the validity of the bid, and/or during the term of the contractual relationship, such taxes must be borne by the supplier as set out in the terms and conditions established by the current legislation or regulatory norms and standards.

4. CHAPTER 4 - BID ASSESSMENT AND AWARD.

4.1. Teams assessing the submitted tenders:

The tenders will be evaluated by Teams of Specialists designated for that purpose. These Teams will prepare their respective reports in their areas of expertise, and a joint final report with the recommendation of a winning bid will be delivered to CEIBAL CENTRE's Board, who will proceed to either award the bid or void the purchase.

4.2. Assessment criteria:

The assessment of the tenders will first consider the technical solution, followed by a review of the financial proposal of the bids that passed the first assessment.

The following is the weighting that will be considered in the assessment:

The final score of each bid, considering both the Technical Assessment and the Financial Assessment, will be the result of the following formula:

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

Where:

- POME is the price of the most economical bid
- PO is the price of the bid being assessed
- PTO is the technical score of the bid being assessed
- PTOMC is the technical score of the highest scoring bid

The bids that do not pass the technical assessment will not be considered, and the envelope containing the price bid will be returned unopened to the bidder.

The envelopes with the Financial Bids of the proposals that have passed the technical assessment will be opened at a public ceremony by the designated Notary Public on a date that will be set by the CEIBAL CENTRE and communicated to the corresponding companies.

The Ceibal Centre reserves the right to negotiate the conditions of the bid(s) with that/those that it deems most convenient to its interests, without this entitling the other bidders to any claim.

4.3. Final report on the assessment of tenders

The members of the Teams of Specialists will produce a joint final report identifying the eligible bids and establishing an order of preference among them; and before being submitted to Ceibal Centre's Board of Directors, it will be made available to the bidding companies for a period of 5 business days from the first day after notification. Within this period, the bidders may make their comments in writing on the procedure as completed up to that moment and on the report by the Awards Advisory Committee. It is not necessary to wait for the deadline to pass for the bid to be awarded if the bidders state in writing that they have no comments to make.

4.4. Award:

The CEIBAL CENTRE reserves the right to award the tender to the bidder or bidders that it deems most appropriate to its interests and service needs. The Centre may overrule the report and recommendation of the Teams of Specialists for justified reasons, and is under no obligation to award the tender to the lowest price bid or the best technical bid, and it may declare the tender null and void if it believes that there are considerations of merit or convenience that justify the decision, even without explaining the reason, as set out in section 2.9 of these Bidding Conditions.

In this context, the Centre may:

- award the contract to the bidder with the best qualifications.
- not award some or any items.
- split the award.
- award a lesser quantity than the bid.
- consider the bidders' background as regards their business conduct in the performance of contracts with the Ceibal Centre and with other state agencies as the most significant reason to reject a bid.

Once the winning bid has been selected, the CEIBAL CENTRE will communicate the decision to all the bidders whose bids remain valid as of the date of the communication.

5. CHAPTER 5 - SIGNING THE CONTRACT.

5.1. Notification to the successful bidder:

The notification submitted to the successful bidder (at the indicated email address), will constitute confirmation of the award of the tender. The award decision, these Bidding Conditions, and the bidder's Proposal will constitute the contract between the parties until the respective contract is executed. If there is a conflict between what is established in the award resolution, the Bidding Conditions and the Company's Bid, the first two documents shall prevail at any stage of this call.

5.2. Establishment of a Bid Bond:

Within 10 calendar days following the announcement of the winning bid, the selected bidder must establish a bid bond to guarantee faithful performance of the contract, equivalent to 5% of the total amount awarded.

Such bid bond may be established by means of a cash deposit, government securities, bond or bank guarantee, or bond insurance policy. If the bond is issued by a foreign insurance company or banking institution, it must have a representative in Uruguay or be accepted by a local institution. The constituent document must contain a clause stating that the said bond can only be released upon written notification from the CEIBAL CENTRE.

Failure to establish the bid bond in the indicated manner and period, the CEIBAL CENTRE may void the award and execute the bid bond. In this case the CEIBAL CENTRE may consider re-examining the bidding process excluding the bidder earlier announced as the winner.

The bid bond guaranteeing faithful performance of the contract may be executed in case the successful bidder fails to comply with the contractual obligations, and it will be returned once it has been certified that all the contractual obligations have been met.

5.3. Signing the Contract:

The successful bidder must sign the contract within 5 working days from the day following the notification to appear for this purpose. Otherwise the bid bond will be executed. In the case of foreign companies, and for the purpose of signing the contract and for any legal action that may arise, the Ceibal Centre may require the bidder(s) not residing in Uruguay to designate a legal representative with an address in Uruguay for notification purposes.

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

- 1) Contract (containing a Service-Level Agreement, or SLA).
- 2) Bidding conditions
- 3) Successful bid

5.4. Confidentiality:

The Successful Bidder commits himself, his employees and other subcontracted companies to ensuring strict confidentiality regarding the documentation and information provided by the CEIBAL CENTRE or resulting from this contract. Consequently, he may not directly or indirectly disclose, use, publish, reveal or otherwise communicate, in whole or in part, any information to third parties, nor will he provide access to unauthorized persons, under any circumstances, unless a written authorization is granted by the CEIBAL CENTRE.

The CEIBAL CENTRE assumes the same obligation in relation to the information identified as confidential by the Successful Bidder.

5.5. Penalties:

Any conduct constituting a breach by the Successful Bidder may lead to the following penalties:

- Fine: The Successful Bidder may be penalized with a fine. In cases where there is no express penalty defined in the Service Level Agreement or the Contract, he will be penalized with a fine that will be consistent with the seriousness of the breach, ranging from 5% to 20% of the

monthly invoiced amount for the contracted service. In the case of the purchase of products, if the selected supplier falls behind with the agreed quantities and delivery deadlines, and unless otherwise agreed in the Technical Terms and Conditions or if the parties have agreed otherwise in the contract, he will be penalized with a fine equal to 5% of the value of the supply that should have been delivered. The fine will be enforced as of the business day following the delivery deadline. The fine will increase by 1.5% with each additional week's delay. The supplier's failure to deliver the purchased equipment after 30 calendar days will constitute grounds for termination of the contract.

In the event of fines being enforced, the CEIBAL CENTRE is authorized to withhold the amounts thereof from the payments that the Successful Bidder would have to receive.

- Contract termination upon total or partial breach. By way of example, the following may lead to termination of the contract:

- Failure to comply with the obligations set forth in both these bidding conditions and the Service Level Agreement, if in the opinion of the CEIBAL CENTRE and on reasonable grounds, such failure makes the provision of services by the Successful Bidder inconvenient.
- Fraud, gross negligence or noncompliance by the Successful Bidder with the obligations and conditions set out in the Bidding Conditions, the Bid and the Contract.
- Failure to pay the relevant insurance and tax obligations.

The CEIBAL CENTRE may require the successful company to provide proof that it is up to date with the payment of the relevant social security laws, tax contributions, health insurance, and that its staff is insured against occupational accidents, in accordance with current provisions.

In any of the aforementioned cases, the CEIBAL CENTRE may terminate the contract, and claim damages caused by said breach plus the relevant fine.

5.6. Jurisdiction:

Jurisdiction in relation to any dispute resolution or interpretation that may arise from the bidding or the contract will lie with the Courts of the city of Montevideo, in the Oriental Republic of Uruguay, in accordance with the provisions in force on the matter in Uruguay.

Non-exclusivity:

The resulting business relationship between the CEIBAL CENTRE and the bidder(s) will be non-exclusive, CEIBAL CENTRE being allowed to enter into agreements with third parties with similar or equivalent terms and services.

5.8. Contract Expansion:

The Ceibal Centre reserves the right to expand the awarded amount under the same or better commercial terms, or under terms more advantageous than those resulting from the winning bid.

5.9. Default:

The successful supplier will fall into default as a matter of law without the need for any court or out-of-court action or demand after the mere expiry of the agreed terms and deadlines, or after the performance of any act interpreted as doing or failing to do something in breach of any provisions of the business relationship.