



INTERNATIONAL OPEN TENDER

Selection of one or more providers for TABLETS ACQUISITION 8 "2021

GENERAL TERMS AND CONDITIONS

Publication of the Bidding Document and Queries on our website:

www.ceibal.edu.uy

Deadline for queries Monday, August 3, 2020, 5 pm.

Date of Opening of Offers: Monday, August 10, 2020, 3 pm.

Bidding Document Cost: USD 500 (American dollars)

It will be made by bank deposit in US Dollars, in BROU current account No. 001566972-00002. Once the deposit has been made, the bidder must register itself in compra.ceibal.edu.uy, with its contact details and attach the proof of purchase of the Bidding Document. Once this has been accomplished, Centro Ceibal will grant a username and password to the bidder in order to participate in the process, make inquiries, request an extension and present an offer.

BROU is the Paying Bank:

Complete information:

BANK NAME :	Banco de la República Oriental del Uruguay, BROU
BANK ADDRESS :	Bolonia s/n esq. Avda. Italia, Mini BROU Portones' Branch, 11500 Montevideo
ACCOUNT HOLDER NAME :	Centro Ceibal para el apoyo a la educación de la niñez y la adolescencia.
ACCOUNT HOLDER ADDRESS :	Av. Italia 6201. Edificio Los Ceibos — Pque. de Exposiciones del LATU, CP 11500, Montevideo - Uruguay
ACCOUNT NUMBER :	American Dollars Current Account Nr. 001566972-00002
ROUTING CODE :	ABA #026 003 324 (New York, N.Y., USA)
SWIFT CODE :	BROUUYMM (Uruguay)



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BIDDER IDENTIFICATION FORM



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 non-state public person created by Law No. 18,640 of January 8, 2010, has among its duties, among others, the management of Plan Ceibal (*Programa para la Conectividad Educativa de Informática Básica para el Aprendizaje en Línea*), *Plan Ibirapitá* (Decree 130/2015, of May 15, 2015), and *Programa Jóvenes a Programar* (Decree 407/016 dated December 26, 2016) , notwithstanding other programs that the Executive Branch assigns to it for reasons of public interest. In this context, CENTRO CEIBAL calls for the presentation of offers to acquire up to 50,000 tablets of 8 '' for delivery to beneficiaries of the Plan.

1.2. TECHNICAL DOCUMENT – ANNEX A

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

2.1. Rules that regulate the call:

The Tender will be adjusted to what is established in the present General and Specific Terms and Conditions and to the *Reglamento de Compras y Contrataciones de Bienes, Servicios y Obras*

<https://compras.ceibal.edu.uy/files/adjuntos/reglamentodecomprascontratacionesdebienesserviciosyobraswikiceibalenero2020.pdf>). Likewise, the selection of the bidder and the contractual execution will be governed by the following general principles:

- a) transparency;
- b) absence of ritualism;
- c) materiality;
- d) veracity;
- e) equal treatment;
- f) due procedure;
- g) concurrence; and
- h) Good faith.

The aforementioned principles will also serve as an interpretative criterion to resolve issues that may arise in the application of the pertinent provisions.

The offers must ensure compliance with the requirements established in the Document. By the mere presentation of the bidder, it is considered that he accepts this Bidding Document and other provisions applicable to this call. In case of conflict between the Bidding Document and the offer, the Bidding Document will prevail.



2.2. Queries of the Bidding Document:

The queries will be made through the Portal of Centro Ceibal compras.ceibal.edu.uy until **Monday, August 3, 2020, 5 pm.** For these purposes, the interested party must provide their contact information, which must be unique and related to each bidder. The content of the questions and answers 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 replies. 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 query after the deadline set for it.

The conditions of the present call will also include the queries that the bidders formulate, together with the written replies given by CENTRO CEIBAL, which will be an integral part of this Bidding Document.

2.3. Modifications to the Bidding 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 in the opening of bids, he must make his request through the Portal compras.ceibal.edu.uy, at least 5 (five) business days before the date established in the Bidding Document 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 bids, will be made through the Portal compras.ceibal.edu.uy. Once the offers are open, the communications made to the e-mail reported by the bidder shall be considered valid.

These communications constitute personal and authentic means of notification.



2.5. Requirements:

A. Requirements for submission of Offers.

(i) Certificates.

Being national companies, CENTRO CEIBAL will control that the bidders are up to date with the certificates of BPS, DGI, and BSE, throughout the process including the contract period, in case of being contracted. For these purposes, the bidders must clearly specify in its offer the company's name, No. RUT, No. BPS, and No. Policy BSE.

All providers must include in their offer the **Bidder Identification Form**

(ii) Corporate Documentation.

If the bidder is a Commercial Company (national or foreign), it must be attached to the offer the notarial certificate accrediting the constitution, validity and representation thereof, according to the social contract, or bylaws. It must also be accompanied by the first copy of the mandate, notarized power of attorney or other document from which the representation of the person signing the offer results, in the event that the representation does not arise from the notarial certificate and / or statute.

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

B. Legal Status of the Bidders.

Companies may participate individually or collectively. In the latter case, the companies must jointly and severally bind themselves through all the contracting stages, establishing it expressly, and must attach for each of them the documentation required in these specifications.

Both national and foreign legal entities which comply with the requirements established in the bidding rules may participate, individually, as an associate or consortium.

In the case of companies that participate collectively, they must be jointly and severally liable for the entire period of the contract, which must be expressly stated in the offer.

The submission of joint offers by companies that plan to consortium under the provisions of arts. 501 to 509 of Law No. 16,060 dated September 4, 1989, must attach to the offer the following documents:

- Minutes that express the intention of consortium, with notarized signature, details of the services that each member of the consortium will take charge of, as well as the proportions with which each participates.
- All the information required in this Bidding Document for each of the members of the consortium.
- Naming one of the members as the person responsible for contracting obligations and receiving instructions for and on behalf of each and every one of the members of the consortium.



- Proof 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.

C. **Validity of the Proposal.**

The offers will be valid for a minimum period of 120 calendar days, automatically renewable for successive 90-day periods, unless a written communication is made by the bidder, not agreeing to the above renewal, which must be communicated no less than the 10 (ten) business days before the expiration of the period of validity or its extensions.

D. **Inhibition of submitting to the Tender.**

The persons who are employees, consultants or contracted personnel of CENTRO CEIBAL, that intervene in this procedure of hiring or that have intervened in their previous phases, cannot 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. **Reception of Offers: until Monday, August 10, 2020, 3 pm. (before the opening of offers):**

Offers can only be sent through the portal Compras.ceibal.edu.uy. The proposal must contain all the documents that make up the offer clearly identified in accordance with the provisions of point 2 of the Technical Annex. **Two individual files must be submitted, one for each envelope (ENVELOPE 1 - Technical Offer, ENVELOPE 2 - Economic Offer).**

Each file must be compressed with a key using zip or rar format. The complete offer (zip / rar file) may not exceed 25 Megabytes; However, it is admitted to include in the zip / rar file text documents with access to links that contain the information required in these Bidding Document.

In parallel, the bidder will send the acting Notary to the following email address **password@ceibal.edu.uy** a key for each of the ENVELOPES. In the opening act, the acting Notary will proceed to open only ENVELOPE 1. Subsequently, and in the event that it passes the corresponding technical evaluation, ENVELOPE 2 will be opened.

CENTRO CEIBAL reserves the right to request the original paper documentation 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 burden of the interested bidder to ensure this proof before the opening of the offers.

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

The bidder assumes full responsibility for the presentation of the offer, a means that ensures the confidentiality of the offer until the moment it is opened. In case of difficulties, Centro



Ceibal reserves the right to evaluate the exception and accept the offer (as long as it is received on time and date), as long as the equality of the bidders and transparency of the process are not altered.

2.7. Formalities:

The first sheet of the offer contained in each of the envelopes (Envelope 1- Technical Offer Envelope 2-Economic Offer) must be signed by the legal representative of the company, which must be accredited by a notarized certificate of representation, or notarized testimony of power.

2.8. Opening of offers:

Considering the sanitary emergency ordered by the competent national authority, it will not be carried out a face-to-face opening of the offers. The opening of the offers will take place on **Monday, August 10, 2020, 3 pm.**, by the acting Notary, together with a representative of the Purchase Department of Centro Ceibal, by videoconference which will be recorded for the record of the bidders and the Institution. The Notary will proceed to receive the bids and download them, controlling all the documentation presented, and will draw up the respective minutes, which will be notified by the Purchase Department to the bidders together with a copy of the bids received to the email specified by the bidder.

CENTRO CEIBAL, after analyzing the offers, may grant the proponents a reasonable period of time to remedy the defects, formal deficiencies or obvious or minor errors, provided that the equality of the bidders is not materially altered.

2.9. Disclaimer of Liability:

CENTRO CEIBAL may desist from the call at any stage of its 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 their offer will be on the bidders.

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.

The offer must be submitted in two (2) files with key and duly identified, the first sheet of each file must be signed as provided in points 2.6 and 2.7 above.

ENVELOPE 1- Technical Proposal: This chapter will contain information for each of the technical aspects indicated in Technical Annex A (point 2.1)

In the event that confidential information is presented, by way of example: customer information, which may be subject to intellectual property and those of a similar nature, "Confidential Information" must be duly identified within the zip / rar file that contains the entire offer (Article 10 of Law No. 18,381 of October 17, 2008). Only Centro Ceibal will have access to said 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.

ENVELOPE 2- Economic Proposal: It must be quoted as a unit applying the guidelines established below and according to the price tables in Annex V: Price tables in the Technical Annex.

Proposals must be formulated in US Dollars.

The devices will be quoted CIF / MVD. Spare parts will be quoted FOB / port of origin.

The payment method may be:

- (i) Against compliance of the required documentation (commercial invoice, bill of lading, packing list, etc.) by irrevocable and transferable Letter of Credit.
- (ii) Collection against compliance of shipping documentation.
- (iii) By international bank transfer as agreed with the supplier, subject to prior agreement of the product / service.

If during the offer maintenance period, 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 borne by the supplier in the terms and conditions that establishes the legal and / or regulatory norm.

4. SECTION 4 – EVALUATION OF OFFERS AND AWARD.

4.1. Evaluation criteria:

The evaluation of the proposals for each category will be carried out considering in the first instance the technical solution and for those that exceed it, the economic offer will be studied.

The following weighting will be taken into account for their evaluation:

The final score of each offer, considering both the Technical Evaluation and the Economic Evaluation, will be given by the following formula:

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

Where:

POME: is the price of the cheapest offer

PO: is the price of the offer being evaluated

PTO: is the technical score of the offer that is being evaluated



PTOMC: it is the technical score of the best rated offer

Bids that do not pass the technical evaluation will not be considered and the file corresponding to the price offered will be returned unopened to the bidder.

The economic bids of the proposals that pass the technical evaluation will be opened by the designated Public Notary, on a date that CENTRO CEIBAL will determine and inform the corresponding companies.

Centro Ceibal reserves the right to negotiate the conditions of the offer with the one / s that it deems most convenient to its interests, without this giving rise to any claim from the other bidders.

4.2. 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 Board of Directors of Centro Ceibal, the bidding companies will have a period of 5 business days from the first day after notification to see it. Within this period, bidders may formulate in writing the considerations that the procedure fulfilled up to that moment and the report of the *Comisión Asesora de Adjudicaciones*. It is not necessary to wait for the expiration of this term to award, if the bidders state in writing that they have no considerations to make.

4.3. Award:

CENTRO CEIBAL reserves the right to award the tender to the offer or offers that it deems most convenient for its interests and the needs of the service, and may deviate from the report and recommendation of the Specialist Teams for well-founded reasons, not being obliged to make the awarding in favor of the lowest price offer or the best technical offer, being able to cancel the purchase if it were understood that there are merit or convenience considerations that justify it, even without expression of cause or responsibility as indicated in point 2.9 of the present Bidding Document.

In this context, it is empowered to:

- award the proponent to meet the best conditions.
- not award any item.
- divide the award.
- award a smaller amount to the tender.
- consider as a preponderant aspect to reject an offer, the history of the bidders related to the commercial conduct assumed in the fulfillment of contracts with it and, with other state agencies.

Once the awarded offer is defined, CENTRO CEIBAL will communicate the resolution to all the offers that remain in force at the date of the communication.

5. SECTION 5— THE CONTRACTING.

5.1. Communication to the Awardee:

The communication sent to the awarded offer (to the reported email) will constitute confirmation of the award of the tender. The award resolution, these Terms and Conditions, and the Bidder's Proposal will constitute the contract between the parties, until the respective contract is signed. If there is a conflict between the provisions of the award resolution, the Bidding Document and the Company's Proposal, the first two documents will prevail; at any stage of this contest.



5.2. Constitution of the Guarantee:

Within 20 business days following the communication of the award, the selected bidder will constitute a guarantee of faithful compliance with the contract, equivalent to 5% of the total amount awarded.

Said guarantee may be constituted by means of a cash deposit, public securities, a bank guarantee, or a surety insurance policy. If the guarantee is issued by a foreign banking or insurance institution, it must have representation in Uruguay or be accepted by a local institution. The constitutive document must contain a clause that establishes that said guarantee can only be released after prior written communication from CENTRO CEIBAL.

If the guarantee is not established in the manner and term indicated, CENTRO CEIBAL may withdraw the award and reconsider the study of the Tender with the exclusion of the bidder awarded in the first instance.

The guarantee of faithful compliance with the contract may be executed in the event that the successful bidder fails to comply with the contractual obligations. And it will be returned once the fulfillment of all contractual obligations has been proven.

5.3. Signing the Contract:

The successful bidder must sign the contract within 30 business days from the day after notification. 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) (that do not have domicile in Uruguay), to appoint a legal representative domiciled in Uruguay for the purposes of notifications. For signing the contract, the prior conformation of the required guarantee is a mandatory condition.

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

- 1) Contract
- 2) Bidding Document
- 3) Awarded Offer

5.4. Confidentiality:

The contracted provider obliges itself, its officials and other subcontracted companies, to maintain strict confidentiality regarding the documentation and information provided by CENTRO CEIBAL or generated as a result of the 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 it mediates written authorization of CENTRO CEIBAL.

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

5.5. Sanctions:

The conducts that configure breach of the Awardee, may give merit to the imposition of the following sanctions:

- Fine: The Awardee may be sanctioned with a fine. In cases where there is no



express sanction defined in the Service Level Agreement or in the Contract, it will be sanctioned with a fine that will be determined based on the default entity that will range from 5% to 20% of the total amount of the contract.

Also, if the selected supplier fails to comply with the approved specifications, the quantities and / or delivery terms agreed (for reasons attributable to the provider), and unless the parties have agreed otherwise in the contract, may be punished with a fine equivalent to 5% on the amount corresponding to the lot affected by the breach. The fine will be applied from the business day following the expiration of the delivery period, under the agreed conditions. For each additional week of delay, the fine will increase by 1.5%. After 30 calendar days of delay, without the supplier having complied with the delivery of the equipment purchased, under the agreed conditions, Ceibal may terminate the contract without liability. In case of application of fines, CENTRO CEIBAL is entitled to retain the amount of it, of the amounts that the Awardee would have to receive.

- Termination of the Contract for total or partial breach. By way of example, the contract may be terminated when:
 - Failure to comply with the obligations established both in this Bidding Document and in the Service Levels Agreement, which by its entity, in the opinion of CENTRO CEIBAL and by reasoned resolution, make the provision of services of the Successful Bidder inconvenient.
 - The Successful Bidder incurred in fraud, serious negligence or breach of the obligations and conditions stipulated in the Bidding Document, Offer and in the Contract.
 - Failure to pay the corresponding tax and insurance obligations. CENTRO CEIBAL may require the Awardee to prove that it is up to date in the payment of the current social laws, tax contributions, health insurance that corresponds, as well as that the staff is insured against work accidents, in accordance with the provisions in force.

In any of the aforementioned cases, CENTRO CEIBAL may also execute the guarantee of contract fulfillment, terminate the contract, and claim the damages and losses caused by said breach plus the corresponding fine.

The delivery date to be considered will be the date from which the delivered product becomes available for entry into stock, quality control through. If a product is rejected upon admission, 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 non-compliance with the delivery period (due to the fact that he delivered a product that does NOT comply with the specifications or has an unacceptable incidence of defective units).

5.6. Competent Jurisdiction:

The jurisdiction over any interpretation or elucidation of disputes that may arise from this invitation or the contract, will be the jurisdiction of the Courts of the city of Montevideo, of the República Oriental del Uruguay, in accordance with the national provisions in force in the matter.

5.7. Non-exclusivity:

The commercial relationship generated between the Centro Ceibal and the contracted provider (s) will be non-exclusive, and the Centro Ceibal may enter into agreements with third parties whose terms and services are similar or equivalent



5.8. Extensions of the Contract:

Centro Ceibal reserves the right to expand the awarded amount in the same or better commercial terms, or in more advantageous terms than those resulting from the awarded offer, through i) extension or ii) short list competitive process. In case of opting for the latter, the short list will be made up of the bidders who have passed the technical evaluation.

5.9. Arrears:

The contracted provider will fall into arrears as of right without need of judicial or extrajudicial management or interpellation of any kind for the only expiration of the terms and agreed terms, for the realization 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:			
Company name:			
Trade Name:			
R.U.T.:			
No. Policy BSE.:			
Country/City:			
Postcode:			
Address:			
Phone Number:			
E-Mail:			
Contact Person:			
Signature:			
ID Number:			
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"/>	
	- Mail	<input type="checkbox"/>	
	- Purchase Portal	<input type="checkbox"/>	
	- Revista Contacto	<input type="checkbox"/>	
	- Others (indicate in observations)	<input type="checkbox"/>	
Observations:			

