

**BIDDING DOCUMENT OF GENERAL TERMS AND CONDITIONS****Public Pricing Tender**

**CALL AIM:** Acquisition of Physicochemical Sensors for Centro Ceibal para el Apoyo a la Educación de la Niñez y la Adolescencia.

Publication of the Bidding Document and Queries on our website: [www.ceibal.edu.uy](http://www.ceibal.edu.uy)

**Deadline for queries:** Monday, November 16, 2020 at 5 pm.

**Date of Opening of Offers:** Tuesday, November 24, 2020 at 11 am.

**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 N ° 18.640, of January 8, 2010, has within 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 for reasons of public interest The Executive Branch assigned him.

In this context, CENTRO CEIBAL, calls a Public Pricing Tender, for the acquisition of physicochemical sensors.

1.2. TECHNICAL ANNEX: Acquisition of Physicochemical Sensors.

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

2.1. Rules governing the call: The Public Pricing Tender shall comply with the provisions of this General and Specific Terms and Conditions and the *Reglamento de Compras y Contrataciones de Bienes, Servicios y Obras* (<https://www.ceibal.edu.uy/storage/app/media/regdamientos-de-compras-y-contrataciones-de-bienes-servicios-y-obras-wiki-ceibal-enero-2020.pdf>). Likewise, the selection of the bidder and the contractual execution will be governed by the following general principles: transparency; absence of ritualism; materiality; veracity; equal treatment; due procedure; concurrence; and good faith.

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

The offers must ensure compliance with the requirements established in the terms of the Bidding 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 to the Bidding Document: Queries and responses, as well as the request for an extension, will be made through the Portal of Centro Ceibal <http://compras.ceibal.edu.uy/vigentes/> until Monday, November 16, 2020 5:00 p.m. For these purposes, the interested party must provide their contact information, which must be unique and will be related to each bidder. The content of the questions and answers will be of public access to any interested party who 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 obliged to follow a predetermined order in the replies. Likewise, in the event of receiving queries outside the deadline, Centro Ceibal will have the discretionary power to respond or not, without any responsibility, being the bidder the one who assumes responsibility for having made the query after the deadline set for it.

The conditions of this tender will also include the queries made by the bidders, 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 modification 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 discretionary power to extend or cancel the call, without expression of cause and responsibility. The extensions or cancellation will be disseminated or communicated through the same means used for the call.

In the event that a bidder needs an extension of the opening of bids, he must make his request through the Portal <http://compras.ceibal.edu.uy/vigentes/> with no less than 5 (five) business days in advance regarding 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 <http://compras.ceibal.edu.uy/vigentes/>. Once the offers are open, the communications made to the e-mail reported by the bidder shall be considered valid. These communications constitute personal and authentic means of notification.

#### 2.5. Requirements:

A. Requirements for submission of Offers: 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.

B. Representation of the Bidder: 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. If he appears by proxy, he must attach, likewise, the first copy of the mandate, notarial testimony of the same, or another document which results in the representation invoked, in case the representation does not arise from the notarial certificate and / or bylaws. If the selected bidder is a foreign company, Centro Ceibal may optionally require that the documentation be duly translated, legalized and notarized, if applicable, before the award and / or signature of the contract.

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

D. Validity of the Proposal: The offers will be valid for a minimum period of 90 calendar days, automatically renewable for the same successive periods, unless written communication is provided by the bidder, not acceding to the aforementioned renewal, which must be communicated in advance not less than 15 (fifteen) business days before the expiration of the validity period or its extensions.

E. Inhibition of submitting to the Public Pricing 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 Tuesday November 24, 2020 at 11am.** (before the opening of offers):

**Offers can only be sent through the Portal <https://compras.ceibal.edu.uy/vigentes>.** The proposal must be attached in a password file using zip or rar format. The file must be identified and dated, and must contain all the documents that make up the offer clearly identified in accordance with the provisions of point 3.1 of these Bidding Document. The complete offer (zip / rar file) cannot exceed 25 Megabytes; however, it is allowed to include text documents in the zip / rar file with access to links that contain the information required in these Bidding Document.

At the same time, the bidder will send the encryption key to the public notary to the following e-mail address **password@ceibal.edu.uy**. During the opening, the acting Notary will proceed to decrypt the offer.

CENTRO CEIBAL reserves the right to request at any time and prior to contracting the original paper documentation.

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 record before the opening of the bids.

In the event that the same bidder sends more than one offer (by any of the means provided), the last one received prior to the date and time of opening thereof will be considered valid.

Centro Ceibal ensures the confidentiality of the offer until the moment of opening it.

2.7. Formalities: The bidder must submit the offer on file duly identified with the name of the bidder. The file must include contact information (\*), and Subject, Ref .: **CPP Adquisición de sensores fisicoquímicos**. (\*) In case of having made queries prior to the opening act, the same contact data that by this means were reported must be provided, in order to avoid any kind of confusion among the bidders. It is noteworthy that the bidder is entirely responsible for the veracity and uniformity of the information provided.

**The first page of the offer must be signed by the legal representative of the company,** which must be accredited by a notarial certificate of representation, or notarial statement of power. Additionally, it will be necessary to **include the complete identification form of the bidder attached to the Bidding Document.**

2.8. Opening: Considering the health emergency arranged by the competent national authority, there will be NO face-to-face opening of bids. The opening of the bids will be held on **Tuesday, November 24, 2020, at 11 am**, by the acting notary, together with a representative of the Purchase Department of Centro Ceibal. The public notary will proceed to receive the offers and download them, controlling all the documentation presented, and will prepare the respective certificate, which will be notified by the Purchase Department to the bidders together with a copy of the received offers, to the email denounced.

Once the offers have been analyzed, CENTRO CEIBAL may grant the bidders a reasonable period of time to overcome the defects, formal deficiencies or obvious or minor errors, as long as the equality of the bidders is not materially altered.

2.9. Disclaimer of Liability: CENTRO CEIBAL may withdraw from the call at any stage of its completion, or may reject all offers, without expression of cause and without liability. None of these decisions will generate any right of the participants to claim for expenses, fees or compensation for damages. It is stated that the expenses, fees and other items included directly or indirectly with the elaboration, preparation and presentation of the offer will be on the bidder.

### **3. SECTION 3 - FORM AND CONTENT OF THE OFFER**

The offer must be written in Spanish.

3.1. Content of the offers:

A. Background – SEE point 4.4 Technical Specifications.

B. Technical Proposal: This section will contain detailed information for each of the technical aspects indicated in the Technical Specifications.

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

C. Economic Proposal:

Proposals must be made in US Dollars.

The goods will be quoted CIF / MVD (incoterm 2010) and according to the quotation tables point 8. Annex I: Price Quote tables of the Technical Annex.

The payment method may be:

- (i) By means of irrevocable and transferable letter of credit against compliance with the required documentation (commercial invoice, bill of lading, packing list, etc.).
- (ii) Collection against compliance of shipping documentation.
- (iii) The condition and term of payment is 30 days of invoice date and prior conformity of the product and / or service, by international bank transfer.

If during the period of maintenance of the offer, and / or during the validity of the contractual relationship, the current tax system, as well as other taxes that may be created, are levied on the supply, said taxes will be charged to the supplier in the terms and conditions established by the legal and / or regulatory norm.

D. Delivery terms and schedule: according to what is indicated in point No. 5 "Delivery Term" of the Technical Specifications.

(i) Delivery period: The delivery date to be considered will be the date from which the delivered product is available for entry into stock, quality control through. If a product is rejected upon entry, it is considered that it was NOT delivered until it meets the conditions specified in the agreement. This situation may expose the supplier to penalties for failure to meet the delivery deadline (because it delivered a product that does NOT meet specifications or has an unacceptable incidence of defective units).

#### **4. SECTION 4 – EVALUATION OF OFFERS AND AWARD.**

4.1. Evaluation criteria: The financial offer of those proposals that have passed the technical evaluation 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:

$$(POME/PO) * 30 + (PTO/PTOMC) * 70$$

Where:

POME: is the price of the cheapest offer

PO: is the price of the offer that is being evaluated

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

PTOMC: is the technical score of the highest rated offer

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 on the part of the remaining bidders.

#### **4.2. PREFERENCE REGIMES:**

Centro Ceibal in each case will analyze if it corresponds to grant the preference according to the provisions of current regulations. The bidder is responsible for submitting it within the terms provided in the call for collections and other requirements established in the current regulations. Centro Ceibal is not obliged to suspend the call process due to the unavailability by the interested party of said documentation in the times defined in the call.

**A) National Industry Preference:** Art. 41 of Law No. 18,362 and Executive Power Decrees No. 13/2009 and 164/13, as well as in the modifying, interpretive and concordant norms.

Bidders wishing to benefit from the benefit must declare in their offer if the goods / services qualify as national in light of the requirements of current legislation. In the event that it is declared that the work / s qualify as national / s, the bidder requires: (i) sworn statement detailing the goods or services to be provided that qualify as national; and (ii) in case of being the successful bidder, they must present the respective certificate of origin issued by the Certifying Entities, within a period of no more than 10 business days.

In the absence of a declaration, or if the aforementioned information is not presented, it will be interpreted that the work / s do not qualify as national / s and no preference will be granted.

**B) Special regimes included in the Sub Programa de Contratación Pública para el Desarrollo:**  
Art. 44 of Law 18.362 and Executive Power Decree No. 371/010 and No. 164/13, as well as in the modifying, interpretive and concordant regulations.

b.1) Price preference: For the application of the benefit, the bidder must present together with his offer: (i) Certificate issued by DINAPYME that certifies his participation in the *Sub Programa de Contratación Pública para el Desarrollo*, and (ii) sworn statement that accredits the percentage of national integration according to art. 8 of Decree 371/010 (model ANNEX II).

If the required information is not provided, Centro Ceibal will not apply the preference.

In the event of being the successful bidder, the respective certificate of origin issued by the Certifying Entities must be presented within a period of no more than 15 business days.

b.2) MARKET RESERVE: The companies that at the time of submitting their offer submit the Certificate of Participation in *Subprograma de Contratación Pública para el Desarrollo* of MSMEs issued by DINAMA, will have the possibility of being beneficiaries of the use of a market reserve, in agreement with article 11 of Decree 371/010, provided that they explicitly invoke the intention of it in their own offer.

4.3. **Award:** CENTRO CEIBAL reserves the right to award the offer (s) it deems most convenient for its interests and the needs of the service, being able to depart from the report and recommendation of the Teams of Specialists for well-founded reasons.

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, and private companies.

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 – SIGNING THE CONTRACT.**

5.1. **Communication to the successful tenderer:** The communication sent to the awarded offer (to the email denounced) will constitute the confirmation of the award. The award resolution, this Bidding Document, and the Bidder's Proposal will constitute the contract between the parties, until the respective contract is signed. If there is a conflict between what is established in the award resolution, the Bidding Document and the Company's Proposal, the first two documents will prevail; at any stage of this tender.

5.2. **Confidentiality:** The Awardee, obliges himself, his officials and other subcontracted companies, to maintain strict confidentiality with respect to the documentation and information supplied by CENTRO CEIBAL or generated as a result of this contract. Consequently, it will not reveal, use, publish, disclose or in any way directly or indirectly communicate all or part of information to third parties or give access to unauthorized persons, under any circumstances, unless there is a written authorization from CENTRO CEIBAL.

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

5.3. **Sanctions:** The behaviors that constitute breach of the Successful Bidder, may give merit to the imposition of the following sanctions:

**Fine:** The Awardee may be sanctioned with a fine. In the case of the acquisition of products, in the event that the selected supplier falls behind in the quantities and delivery terms agreed, and unless something different has been provided in the Bidding Document, or the parties have agreed to something different in the contract, it will be sanctioned with a fine equivalent to 5% on the value of the supply that should have been delivered. The fine will be applied from the business day following the expiration of the delivery period. For each additional week of delay, the fine will increase by 1.5%. After 30 calendar days of delay, without the supplier having delivered the acquired equipment, it will be grounds for termination of the contract.

In case of application of fines, CENTRO CEIBAL is empowered to retain the amount of the sums that the Awardee would have to receive.

**Termination of the Contract for total or partial breach.** CENTRO CEIBAL may require the successful bidder to certify that it is up to date in the payment of current social laws, tax contributions, health insurance that corresponds, as well as that the staff is insured against work accidents, in accordance with the current dispositions.

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

5.4. Competent jurisdiction: The jurisdiction regarding any interpretation or elucidation of controversies that may arise from the tender or the contract, will be the competence of the Courts of the city of Montevideo, of República Oriental del Uruguay, in accordance with the provisions in force in the matter in Uruguay.

5.5. Non-exclusivity: The commercial relationship generated between CENTRO CEIBAL and the awarded bidder (s) shall be non-exclusive, and CENTRO CEIBAL may enter into agreements with third parties whose terms and benefits are similar or equivalent.

5.6. Contract extensions: Centro Ceibal reserves the right to increase the amount awarded on equal or better commercial terms, or on more advantageous terms than those resulting from the awarded offer.

5.7. Arrears: The awarded supplier will fall into arrears of right without the need for judicial or extrajudicial management or interpellation of any kind for the sole expiration of the agreed deadlines and 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.

**ANNEX II**

**Affidavit model:**

The undersigned (Name of the person signing and that has powers to represent the company) on behalf of (name of the offering company) declares that the offering company qualifies as MIPyME according to attached certificate issued by DINAPYME, and therefore the services, the works, the goods, qualify as national / s in accordance with current legal regulations (Dec. 371/2010, art. 8).

The price offered is discriminated according to the following detail:

Goods \_\_\_\_\_XX%

Materials \_\_\_\_\_XX%

Labor \_\_\_\_\_XX%

Total \_\_\_\_\_100%

It is estimated that the national labor represents XX% of the total labor declared above.

It is estimated that the goods that qualify as national represent XX% of the total goods previously declared.

It is estimated that the materials that qualify as national represent XX% of the total materials previously declared.

Therefore, I request the application of the benefit enshrined in art. 10 of Decree 371/2010.





**BIDDER IDENTIFICATION FORM**

<b>Purchase Process</b>	CPP Adquisición de sensores Fisicoquímicos.	
<b>Company Name:</b>		
<b>Trade Name:</b>		
<b>R.U.T.:</b>		
<b>No. Policy BSE.:</b>		
<b>Country/City:</b>		
<b>Postcode:</b>		
<b>Address:</b>		
<b>Phone Number:</b>		
<b>E-Mail:</b>		
<b>Contact Person:</b>		
<b>Signature:</b>		
<b>ID Number:</b>		
<b>Means by which you learned about the call:</b>	<ul style="list-style-type: none"> <li>- Diario El País</li> <li>- Diario El Observador</li> <li>- Semanario Búsqueda</li> <li>- Mail</li> <li>- Purchase Portal</li> <li>- Revista Contacto</li> <li>- Others (indicate in observations)</li> </ul>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<b>Observations:</b>		

