

## **General Conditions**

The Ceibal Center for Childhood and Adolescence Education (henceforth referred to as Ceibal Center) calls for parties interested in registering on the official list of service providers of:

### **DEVELOPED EDUCATIONAL PRODUCTS OR PRODUCTS TO BE DEVELOPED IN THE FUTURE FOR ANDROID TABLETS.**

For terms and conditions please see the following and ANNEX A.

### **GENERAL CONSIDERATIONS: THE REGISTRY**

Parties interested in signing up for the registry for educative proposals (henceforth referred to as Registry) must fulfill the conditions herein established as well as additional specifications (ANNEX A).

Inscription in the Registry does not obligate the interested parties to enter into a contract with Ceibal Center. Likewise, Ceibal Center may at any point realize a bid or tender for the eventual contractual agreement to provide a service for the Registry.

The Ceibal Center may select between the third parties enlisted in the Registry that it considers adequate. Background, prices, availability and experience in providing the service etc. are key points Ceibal Center values upon nomination. Ceibal Center reserves the right to negotiate the terms with said service providers in accordance with Ceibal Center's interests and this does not provide a basis for future claims on behalf of the other

potential providers. Based on subsequent evaluation, Ceibal Center may hire one or more registered providers.

Resolutions established as a result of the Registry will be published in: **compras.ceibal.edu.uy**

Interested parties are strictly prohibited from participating in the bid herein offered should they have any link, contractual or otherwise with Ceibal employees, consultants or personnel at any point in the selection process. Failure to observe this regulation can result in rejection from the Registry and termination of contract, depending on the case.

Providers may request at any time via written application to be removed from the Registry and Ceibal Center may at any time eliminate a provider(s) from the Registry at its discretion.

## **1.Provider registration - Proposals**

**Providers that are interested in participating in the Registry must sign up and send their proposal(s) via one of the following methods:**

a) **Hand it in personally to:** *Compras* department in Administration Management and Center Finances (Avenida Italia 6201, *Los Ceibos* Building) Monday through Friday (except holidays) from 9-17 hours.

b) Via our website **compras.ceibal.edu.uy**. The proposal must be attached to the file with a .zip or .rar format. The file must be clearly identified, and must be dated. The file must contain all pertinent documents that make up the

proposal and they must all be clearly labeled. The complete proposal (.zip/.rar file) must not exceed 25 megabytes however the council does allow links to text documents hosted elsewhere.

Ceibal Center reserves the right to request original documentation in paper format at any time before hiring the provider.

Should any of the contents contain confidential information, for example client information that could be considered intellectual property or similar, said information must be provided separately in a sealed envelope marked **confidential** (Article 10 Law 18,381, October 17, 2008). In the event that the proposal is sent via the internet, said confidential information must be included and duly identified as “**confidential information**” inside a .zip/.rar file that contains the proposal in its entirety. Ceibal Center is the only entity that will have access to the confidential information, with the sole purpose of evaluating the proposal. Prices, products and services offered and their descriptions, or general characteristics regarding the offer, will be considered confidential information.

In both of the aforementioned situations, the CEIBAL CENTER will send proof of receipt and of the provider's inscription in the Registry. Additionally, said proof of receipt and inscription of Registry will be considered the only valid proof of enlistment.

## **2. Evaluation dates**

Ceibal Center will periodically evaluate submissions on the following dates.

The next 3 dates are are follows:

1st	2nd	3rd
26-02-2016	01-07-2016	28-10-2016

The above mentioned dates are subject to change should Ceibal Center decide to do so. Changes made to the dates will be published on the official website:  
**compras.ceibal.edu.uy**

Regardless of the above mentioned evaluation dates, proposals can be submitted at any time during the year after the start date of the current registration period. The Registry will remain open for interested parties to submit their proposals as described in point 1. Ceibal Center is not obligated to evaluate providers that were enlisted up to the dates mentioned in this section.

Ceibal Center may realize the same public bid annually for providers to enlist in the Registry after evaluation (reopening of Registry). Providers already registered are not required to sign up again.

### **3. Questions and answers:**

Questions and answers will be available through the Ceibal website **compras.ceibal.edu.uy**. Each inquiry must be accompanied with individual contact information that will be associated with each provider. Content related to inquiries and answers will be made public for other users in the forum to see with the exception of contact information. Inquiries can be made up to **three working days prior to the aforementioned evaluation dates in point 2.**

THE CEIBAL CENTER will evaluate the consultations in the order it deems suitable.

The conditions in the Registry herein described will also include questions asked by providers as well as written answers given by CEIBAL CENTER. These will form part of the terms and conditions.

All of the communication between the applicant and CEIBAL CENTRE prior to the evaluation of the proposals will take place through the website **compras.ceibal.edu.uy**. Once analyzed, the approved parties will be contacted via the email address given in the proposal.

#### **4. Formal conditions**

Legal entities, both national and foreign, can participate individually, through association, consortium or via representation. Every provider upon inscription in the Registry must provide personal information (trade name, address, Tax Payer ID [RUT]), representation (i.e photocopy of power of attorney), and contact information (telephone number, fax, contact person, address and email address) for the purpose of reaching the interested party as well as any additional necessary information that may be evaluated by Ceibal Center.

National companies will be cross checked against necessary paperwork from the BPS, DGI and BSE in order to ensure all are up to date during the selection process and for the stipulated duration of the eventual contract. In this case the provider must clarify in their offer: their trade name, Tax Payer ID, BPS number and BSE policy.

#### **5. Service conditions:**

Providers interested in enlistment in the Registry must fulfill the requirements specified in **ANNEX A**.

## **1. GENERAL CONDITIONS: THE CONTRACT**

Contract: in respect to the contracted provider(s), the resolution of the Directorate of the Ceibal Centre and the current Terms and Conditions make up the contract between the parties. In the case that the parties agree to the signing of a contract, the aforementioned provisions will be in addition to this.

Directorate

- Period of hire: The period of hire will be that established between the parties and/or the time during which the provider is enlisted in the Registry. Notwithstanding the previous point, either party may cancel the contract at any point in time without repercussion, with a notice period of no less than 60 days.

- Commercial Conditions: Payments will be made 30 days after date of invoice and satisfactory approval of service, via bank transfer in a BROU account. Proposals must show costs in the following manner:

1. For products developed locally, pricing must be in Uruguayan Pesos with taxes separately itemized. If the price is not structured this way, the total price will include said taxes. Adjusted parameters can also be presented which would start to apply from the awarding of entry to the Register.

2. For products developed outside the country, pricing must be in American Dollars (USD)

The provider is responsible for present and future taxes applicable to the service stipulated in the contract in accordance to the terms and conditions of the law and/or regulations.

- Default fine: In the event the provider does not fulfill the service stipulated in the contract and unless it has been decreed different in the technical Terms and Conditions, or the parties have stipulated otherwise in the contract, the provider will be sanctioned with a penalty fee relative to the respective breach in contract of between 5% and 20% of the monthly invoicing fee for service. Regarding product release, should the provider fail to deliver in quantity and within the established time frame unless otherwise stipulated in the Terms and Conditions, or the contract, the provider will be fined 5% of the value of what should have been released to Ceibal Center. The fine will be issued the day following the established due date. For each additional week that passes the fine will increase by 1.5%. After 30 calendar days of default, if the provider still has not duly fulfilled the obligations agreed upon, the contract is subject to termination. In the event the provider is penalized for breach of contract, Ceibal Center reserves the right to withhold and discontinue subsequent payments that otherwise would have been made to the provider.

- Default: The provider will become legally liable without further judicial or extracontractual notice of any kind after defaulting on the contractual obligations established in the commercial relationship between the parties.

- Jurisdiction: All matters concerning dispute resolution deriving from THE CONTRACT herein described will be settled within the jurisdiction of the Courts of Montevideo of the Oriental Republic of Uruguay in accordance with the appropriate Uruguayan Law.

-Non exclusive clause: The commercial relationship between the Ceibal Center and the hired provider(s) is non exclusive. The Ceibal Center may enter into contracts with third parties under similar or identical terms and conditions.

-Contract modification: The Ceibal Center reserves the right to augment/reduce/change the workload/product

-Confidentiality: The provider, operating within the framework of THE CONTRACT is itself, along with its employees and subcontracted companies, obligated to observe a strict policy of confidentiality regarding sensitive information and documentation released by Ceibal Center and/or otherwise disclosed as a result of THE CONTRACT. The provider will not reveal, use, publish, divulge nor in any manner directly or indirectly communicate totally or partially to third parties, nor will it provide access to non authorized persons under any circumstance (even after the commercial relationship has been terminated), unless Ceibal Center explicitly authorizes otherwise. The Ceibal Center assumes the same obligation concerning confidential and sensitive information disclosed by the provider(s).