

Section IV: Attachments to the bid

This section includes formats of documents to be incorporated as part of the offer.

The forms include texts highlighted in red that correspond to instructions for completing each form.

The list of formats included is:

- Format A: Bid Submission
- Form B: Bid Security
 - Option 1: Bid Securing Declaration
 - Option 2: Bid Security
- Form C: Joint Venture Agreement
- Form D: Authorization of the Registration Holder or Legal Representative of the Sanitary Registration Holder or Authorization for Commercialization in Mexico
- Form E: Sworn Declaration of Eligibility

FORM A: BID SUBMISSION

The bidder must complete this form and submit it as part of its bid, on letterhead.

No alterations to the format will be permitted, nor will substitutions be accepted. In the case of joint ventures, only one form signed by the leader of the joint venture shall be submitted.

IMPORTANT NOTE: The forms translated to english are for informational purposes only. The bidder must submit the forms in Spanish with his bid.

Date: [insert the date of bid submission]

Subject: Bid for the supply of [insert a brief description of the goods and/or services] in [name of country/city],
Invitation to Bid Number: [Invitation to Bid Reference].

We, the undersigned declare that:

1. We have reviewed and raise no objection to the bidding documents, including all amendments published in the eSourcing system for the invitation to bid in question;
2. We offer to supply the goods in accordance with the invitation to tender including the UNOPS General Contract Conditions, and in accordance with the Schedule of Requirements.
3. The final unit price of each lot offered is expressed in the Price Offer Form.
4. Our offer will be valid for a period of 150 days from the deadline for submission and will be binding on us, and may be accepted at any time prior to the expiration of this period.
5. If our bid is accepted, and if required by the Tender Particulars tab of the eSourcing system announcement, we undertake to obtain a Performance Security in accordance with Article 34 of Section I: Instructions to Bidders, and the General Conditions of Contract.
6. Neither we nor our subcontractors have a conflict of interest in any activity that, if our bid were selected, would result in a conflict of interest with respect to UNOPS or the signatory to the Memorandum of Agreement.
7. We have not filed for bankruptcy, nor are we involved in any insolvency or bankruptcy proceedings, and there are no judgments or court actions pending against us that could impair our operations in the foreseeable future.
8. Our company confirms that the bidder and subcontractors have not been involved or implicated in any way, directly or indirectly, in the preparation of the designs, terms of reference and/or other documents used as part of this invitation to bid.
9. Our company, its associated or affiliated companies - including any subcontractor or supplier involved in any aspect of the contract - have not been declared ineligible by UNOPS, as set out in the Instructions to Bidders, article 4. Supplier Eligibility.
10. We have not offered nor will we offer commissions, gifts and/or similar favors in exchange for this invitation to bid, nor will we participate in this type of activities during the execution of the awarded contract.
11. We understand that UNOPS is under no obligation to accept the lowest evaluated bid or any other bid it receives.
12. The submission of the documents uploaded in eSourcing has the corresponding authorization.

I, the undersigned, confirm that I have the necessary authorization from [full name of bidder] to sign this bid and enter into a binding agreement between [full name of bidder] and UNOPS, if the bid is accepted:

Signature: [Representative's signature]

Name: [Representative's full name]

Title: [Title of person signing]

Bidder: [indicate full name of bidder]

Date: [Date of signature]

FORM B: BID SECURITY

Option 1: Bid Securing Declaration

Only for bids from prequalified bidders or bids from non-prequalified bidders whose total bid amount for quantity of the Second Semester 2022 to sign a Purchase Order is less than USD 500,000 or MXN 10,000,000.

IMPORTANT NOTE: The forms translated to english are for informational purposes only. The bidder must submit the forms in Spanish with his bid.

Date: [Insert the date]

Invitation to bid number: [Invitation to bid reference]

We, the undersigned, declare that:

1. We understand that, in accordance with its terms and conditions, the bids must be supported by a Bid Security Manifest.
2. We agree that we may be declared ineligible to participate in future UNOPS invitations to bid in accordance with the regulations stipulated in the Procurement Manual section 3.3. Ineligibility of suppliers if we violate our obligation(s) under the bid conditions if:
 - a. we withdraw our Bid during the bid validity period specified by us in the Bid Form; or
 - b. we do not accept the correction of errors in accordance with the Instructions to Bidders in the Bidding Documents; or
 - c. if after being notified of the acceptance of our Bid during the period of validity of the Bid, (i) we fail or refuse to execute the Contract, if required; or (ii) we fail or refuse to furnish the Performance Security.

In addition, the ineligibility to contract with the United Nations will be communicated to other multilateral entities and national public procurement authorities.

3. We understand that this Bid Security Manifest will expire if we are not the successful bidder, and upon the earlier of the occurrence of one of the following events: (i) if we receive a copy of your communication informing us that we have not been selected; or (ii) thirty calendar days have elapsed after the expiration of our Bid.
4. We understand that if we are a joint venture, the Bid Security Manifest must be in the name of the joint venture.

Signature: _____

In capacity of:

[insert the name of the authorized representative(s)]

[indicate title]

Name: [Complete name of the representative]

Duly authorized to sign the bid by and on behalf of: [insert full name of bidder].

Option 2: Bid Security

Only for bids from non-prequalified bidders whose total bid amount for quantity of the Second Semester 2022 to sign a Purchase Order is equal to, or greater than USD 500,000 or MXN 10,000,000.

[Name of the bank and address of the guarantor branch or office].

Beneficiary: [Insert UNOPS legal name, and address]

Date: [Insert Date]

Bid Security number: [Insert reference number of the security].

We have been informed that [name of bidder] (hereinafter, "the bidder") has submitted to you its bid dated [insert date] (hereinafter, "the bid") for the execution of [insert name of invitation to bid], under Invitation to Bid No. [insert the number of invitation to bid] (hereinafter, "the invitation to bid").

Furthermore, we understand that, according to your conditions, the bids must be supported by bid security.

At the request of the bidder, we, [insert name of issuing bank], hereby irrevocably undertake to pay to UNOPS any sum not exceeding a total of [insert amount in figures] ([insert amount in words]), immediately upon receipt of a written request from you, accompanied by a written statement indicating that the bidder has failed to comply with its obligations under the terms of the invitation to bid in one of the following ways:

- A. Has withdrawn its bid prior to the expiration of the Bid validity period specified in the Bid Submission Form; or
- B. After being notified, during the validity period, that UNOPS has accepted its bid, (i) is unable or refuses to execute the contract; or (ii) is unable or refuses to provide the Performance Security, when required by the Instructions to Bidders.

This payment will be made unconditionally and without UNOPS having to prove anything or provide any reasoning in support of its claim or the amount claimed.

This security will expire: (a) if the bidder is the successful bidder, upon our receipt of copies of the bidder's signed contract and Performance Security submitted upon the bidder's request; or (b) if the bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the bidder of the name of the successful bidder; or (ii) 30 days after the expiration of the bidder's bid.

Consequently, any claim for payment under this guarantee must be received at this office on or before the date indicated.

In the event that any additional or complementary document is entered into in addition to this guarantee and there is a discrepancy between the terms of said document and this document, the terms of this document shall prevail.

[Signature(s)]

FORM C: JOINT VENTURE AGREEMENT

Bidders interested in submitting a joint bid must submit a Joint Venture Agreement duly notarized in accordance with Section II: Evaluation Criteria, numeral 1.4. Joint Venture Bids.

This model agreement is a suggested format for bidders; its use is not mandatory but it includes the main elements required for a Joint Venture to be considered eligible to submit a bid.

In the event that the Joint Venture Agreement includes more than two members, the bidder may make the necessary adjustments to include all of them.

JOINT VENTURE AGREEMENT

The joint venture agreement entered into by [Name of the member of the joint venture], represented by [full name of the representative of member A], in his capacity as legal representative, hereinafter referred to as "MEMBER A", and by [Name of the member of the joint venture], represented by [full name of the representative of member B], in his capacity as legal representative, hereinafter referred to as "MEMBER B", in compliance with the following declarations and clauses:

I. "MEMBER A" declares that:

- A. That it is a company incorporated and organized in accordance with the laws of [indicate country], as evidenced by notarial deed number [number] dated [date], which is duly registered in the Public Registry of Commerce of [country], under mercantile folio number [number] dated [date], granted by Attorney [name] Public Notary # [number], with exercise in the City of [city], state of [state of country], and that in this act exhibits original and copy, with the purpose of that previous verification of the first one of them, the original is returned to him in this same act.
- B. That its legal representative, Mr./Mrs. [full name], declares under oath that he/she has sufficient powers to execute this instrument, which have not been revoked, limited or modified in any way, as of the date of signature of this agreement, as evidenced in the instrument of public deed number [number] dated [date], executed before the notary public [name], Notary Public [number], practicing in the City of [city] of [country].
- C. That it has the legal capacity to enter into contracts, and be bound by the terms of this agreement.
- D. That its corporate purpose is [description of corporate purpose], for which reason it currently has the technical, legal, administrative, economic and financial resources to bind itself under the terms stipulated in this instrument.
- E. That for the purposes of the present instrument, it indicates as domicile the address located at [address], in order to receive all kinds of notifications.
- F. That it is its desire to enter into this agreement with "MEMBER B".

II. "MEMBER B" declares that;

- A. That it is a company incorporated and organized in accordance with the laws of [indicate country], as evidenced by notarial deed number [number] dated [date], which is duly registered in the Public Registry of Commerce of [country], under mercantile folio number [number] dated [date], granted by Attorney [name] Public Notary # [number], with exercise in the City of [city], state of [state of country], and that in this act exhibits original and copy, with the purpose of that previous verification of the first one of them, the original is returned to him in this same act.
- B. That its legal representative, Mr./Mrs. [full name], declares under oath that he/she has sufficient powers to execute this instrument, which have not been revoked, limited or modified in any way, as of the date of signature of this agreement, as evidenced in the instrument of public deed number [number] dated [date], executed before the notary public [name], Notary Public [number], practicing in the City of [city] of [country].
- C. That it has the legal capacity to enter into contracts, and be bound by the terms of this agreement.

- D. That its corporate purpose is [description of corporate purpose], for which reason it currently has the technical, legal, administrative, economic and financial resources to bind itself under the terms stipulated in this instrument.
- E. That for the purposes of the present instrument, it indicates as domicile the address located at [address], in order to receive all kinds of notifications.
- F. That it is its desire to enter into this agreement with "MEMBER A".

III. The parties state:

- A. That they mutually recognize each other's personality and legal capacity, with which they appear to enter into this agreement.
- B. That they are aware of the above statements, that all of them are true, and therefore it is their will to enter into this agreement.
- C. That they are familiar with the requirements, and conditions stipulated in the invitation to bid before UNOPS.
- D. That it is their desire to formalize the present agreement, in order to jointly participate in the invitation to bid [insert the identification number of the invitation(s)], submitting technical and economic proposals, complying with the provisions of the invitation and the provisions of section 6.5.3.4 of the UNOPS Procurement Manual Revision 7, effective as of July 1, 2021.
- E. This agreement does not imply for the parties the right to have access to the facilities, buildings or constructions where the one is with the other and does not imply a partnership relationship but solely to carry out the purpose of this agreement, with respect to the invitation to bid.
- F. The Parties are jointly and severally liable to the United Nations Office for Project Services, hereinafter referred to as "UNOPS", for the purposes of the invitation to bid.

By virtue of the preceding statements, both parties agree as follows:

CLAUSES

FIRST. NAME OF THE JOINT VENTURE. The parties agree to name the joint venture: [name of the joint venture].

SECOND. OBJECT, "JOINT VENTURE". The parties agree to combine their technical, administrative, operational, economic, and financial resources to submit bids and the proposal containing the technical and economic offer, in the invitation to bid [insert the identification number of the invitation to bid], for lots number [insert the number of the lot(s) (items) to be bid], to UNOPS", whereby the parties agree to the following:

THIRD. PARTICIPATION. Notwithstanding the provisions of the eighth clause, the following shall apply:

PARTNER A shall have participation equivalent to [percentage]% of the obligations derived from this agreement and, from the respective contract, and its responsibilities, without being limited to them, shall be [description].

PARTNER B shall have participation equivalent to [percentage]% of the obligations derived from this agreement and, from the respective contract, and its responsibilities, without being limited to them, shall be [description].

FOURTH. LEADER OF THE JOINT VENTURE. The Parties hereby agree that for the purposes of representation before UNOPS, as well as to carry out all the necessary procedures to compete in the invitation to bid, [insert the name of the lead company] shall be the sole leader of the joint venture.

FIFTH. COMMON LEGAL REPRESENTATIVE OF THE JOINT VENTURE. The Parties agree that Mr./Mrs. [insert the name of the designated legal representative of the leading company], shall represent at all times the interests of the Parties, with the sum of the powers conferred and granted to him/her by the corresponding legal instruments, and that he/she shall have all the necessary powers for the invitation to bid, as well as the following:

- I. Be the signatory to the contract, and therefore shall have the authority to make binding decisions on behalf of the joint venture during the process to incur obligations and receive instructions for and on behalf of each and every member of the joint venture as well as the execution of the entirety of this agreement and the respective contract, including payments, invoicing and collection;
- II. To sign the technical and economic proposals, as well as to be responsible for submitting the bid on behalf of the joint venture to UNOPS through the eSourcing system or other means indicated in the invitation to bid;

- III. Submit performance security on behalf of the consortium;
- IV. Act as a point of contact for communications with UNOPS.
- V. It undertakes to keep the participants of the joint venture informed of any determination it may make, in a timely manner and in writing.

The powers of the common representative or leader shall be in effect solely during the entire invitation to bid process, presentation of the bid, proposals, and the validity of the respective contract.

SIXTH. Sanitary Registration of the goods offered. MEMBER A" and/or "MEMBER B" declare: To be the manufacturer, importer, holder, or legal representative of the holder registered in the Sanitary Registration / Commercialization Authorization issued by COFEPRIS for the lot(s) offered by the joint operation.

SEVENTH. VALIDITY. This agreement shall be in force for two (2) years, computed as of the day following the deadline for submission of bids for the invitation, and if extended or necessary, until the end of the supply and the contract with UNOPS.

EIGHTH. JOINT AND SEVERAL OBLIGATIONS. The parties agree to be jointly and severally liable to UNOPS with respect to the offer submitted for the invitation to bid, proposals, as well as the respective contract.

The Parties agree that during the term of this agreement no member may alienate, assign or transfer its shares or participations to a third party outside the shareholding in force at this date without prior notice to UNOPS.

NINTH. CONTACT. It is agreed to provide the e-mail address of the leader of the joint venture as a means of communication with UNOPS, being the following [e-mail], as well as the following telephone number [telephone number including country and area codes].

TENTH. COMMITMENT TO MAINTAIN THE DISTRIBUTION OF TASKS AND PARTICIPATIONS. The Parties undertake to maintain during the validity of the agreement the distribution of tasks, responsibilities, and/or not to reduce their participation as established in this Agreement and in the previous agreements that give life to the present agreement, as well as to be jointly and severally liable for the obligations assumed by the Parties in the contract that may be awarded and signed with UNOPS, for which purpose the Legal Representative of the Parties shall sign the contract as jointly and severally liable for the fulfillment of the award of the contract.

ELEVENTH. TERMINATION. This agreement may only be terminated if a contract is not awarded by UNOPS, otherwise, the agreement may not be terminated since they are jointly and severally liable before UNOPS, and must comply with the obligations generated by the awarded contract until its conclusion.

TWELFTH. MODIFICATIONS TO THE AGREEMENT. The Parties agree that this agreement may only be modified in writing and duly signed by both Parties with the prior consent of UNOPS.

Having read the present agreement by the Parties and having been informed of its scope and legal effects, accepting that there is no error, fraud, violence, and/or bad faith, they ratify and sign it accordingly in the City of [city], State of [state] of [country] on [day] of [month] of [year].

"MEMBER A"

"MEMBER B"

[signature]

[signature]

[Complete name of the legal representative]

[Complete name of the legal representative]

FORM D: AUTHORIZATION OF THE HOLDER OR LEGAL REPRESENTATIVE INSCRIBED IN THE SANITARY REGISTRATION

Submit this form on letterhead when the bidder submitting the bid is not the legal representative or holder of the Sanitary Registration or Commercialization Authorization in Mexico.

IMPORTANT NOTE: The forms translated to english are for informational purposes only. The bidder must submit the forms in Spanish with his bid.

Invitation to bid number: [Invitation to Bid Reference]

Name of Bidder: [Insert name of bidder]

Date: [insert date of bid submission]

Recipient: UNOPS Mexico

WHERE

We [insert full name of holder or legal representative registered in the Sanitary Registration or Commercialization Authorization], as [holder or legal representative] hereby authorize [insert full name of bidder] to include the following products in its bid:

Lot	Key	Description	Sanitary Registration or Commercialization Authorization Number

We hereby extend our endorsement and full guarantee with respect to the goods offered by the above-mentioned bidder, in accordance with Article 13 of the General Conditions of Contract.

Signed: [insert signature(s) of the representatives of the Sanitary Registration holder authorized for this purpose]

Name: [insert complete name of the Sanitary Registration holder authorized for this purpose]

Title: [insert job title]

Date: [insert signature date]

FORM E: SWORN DECLARATION OF ELIGIBILITY

Note to bidders: The bidder must complete this form in accordance with the instructions below. In the case of joint ventures, each bidder must complete this form.

IMPORTANT NOTE: The forms translated to english are for informational purposes only. The bidder must submit the forms in Spanish with his bid.

Gentlemen

United Nations Office for Project Services - UNOPS

Present

Invitation to bid number: [Invitation to bid reference].

In connection with the above invitation for bids, the undersigned hereby declares under oath that, as of the date of submission of the bid, the Bidder he represents (including members of his personnel):

- a. Is not included, nor are its shareholders or partners, directors, executive, managerial or technical personnel included in:
 - i. The List of Ineligible Bidders published by [UNGM](#), which compiles information shared by UNOPS ([UNOPS List of Ineligible Bidders](#)) as well as other UN system agencies;
 - ii. The [United Nations Security Council Consolidated List of Sanctions](#), including the list in [United Nations Security Council Resolution 1267/1989](#);
 - iii. [List of non-responsible suppliers of the World Bank](#) and/or the [List of companies or individuals ineligible by the World Bank](#).
- b. Is not currently suspended from doing business with UNOPS;
- c. Is not disqualified by any federal or state authority of the United Mexican States; and
- d. Has not been sanctioned by any federal or state authority of the United Mexican States in the last three (3) years

If the answer to any of the above headings a. to d. is affirmative, we state in detail the reason why the answer is affirmative and, if the reason is due to a measure, sanction or disqualification, we also state the particulars thereof, including, but not limited to, the conduct that justified such measure, sanction or disqualification, as well as its nature. If the measure refers to a disqualification or suspension, we also state the duration of validity thereof; and if the measure refers to a fine, we state the amount as well as the antiquity of such measure: [insert details, if applicable].

We understand that the bid submitted in due course may be disqualified if this statement is found to be untrue and incomplete in all aspects.

Signature: [Representative's Name]

Name: [Complete name of the representative]

Title: [Title of the signatory]

Bidder: [Complete name of the bidder]

Date: [Signature date]