

## Section V: Contract Model

**IMPORTANT NOTE: The forms translated to english are for informational purposes only. The LTA to be signed will be in Spanish.**

### 1. LONG TERM AGREEMENT MODEL

Long Term Agreement/[number]

Supply of [XXX drugs / medical supplies] for the consolidated purchase of federal entities of the United Mexican States

#### INSTRUMENT OF THE AGREEMENT

This Agreement is entered into on [insert day] of [insert month] of [insert year] by and between:

- (1) the United Nations Office for Project Services (UNOPS), a subsidiary organ of the United Nations ("UN");
- (2) [insert name], a company [insert type of company, e.g., limited liability company] incorporated under the laws of [insert name of country] and having its registered office at [insert registered office], [insert name of city and country] (the "Contractor"), together with UNOPS, the Parties.

#### 1. Scope of the Agreement

1.1. UNOPS intends to engage the Contractor to supply [select from among drugs and medical supplies] for the federal entities of the United Mexican States.

1.2. The Contractor has demonstrated to UNOPS that it has the appropriate experience, expertise, licenses, and resources necessary for the performance of the Contractor's obligations under this Agreement. In particular, the Contractor shows that it is qualified, ready, willing, and able to supply the Goods in accordance with this Agreement.

1.3. Based on the statements of the Contractor, UNOPS has entered into this Agreement.

1.4. The Contractor must accept and abide by the purchase orders issued by UNOPS from its office in Mexico.

1.5. The Agreement does not grant any exclusivity to the Contractor in respect of the Goods described in Annex 3. UNOPS shall have no limitation on its right to obtain Goods of the same nature, quality and quantity from any other source at any time.

1.6. UNOPS shall have no obligation to procure a minimum quantity of Goods from the Contractor during the period specified in clause 2. Notwithstanding the foregoing, the Contractor agrees that by entering into this Agreement it undertakes to supply the Goods at the time required by UNOPS by means of a formal purchase order issued to the Contractor. The purchase order shall:

1.6.1. Be governed by (a) any special conditions, in accordance with Annex 1, (b) the general conditions, in accordance with Annex 2 and referred to in clause 3.1, and (c) the present instrument of the agreement.

1.6.2. Make reference to the supply of goods as defined in Annex 3.

1.6.3. Establish actual quantities required and other conditions for delivery of goods.

1.6.4. Make reference to this Agreement number [number].

1.6.5. Be electronically signed or approved by an authorized UNOPS representative.

1.7. Each purchase order shall be deemed to be a separate contract between the Parties. In the event of a conflict between the provisions of this Agreement and the provision of a specific purchase order, this Agreement shall prevail. Termination or variation of the terms of one purchase order shall not by itself affect any other purchase order or this Agreement.

## **2. Effective date. Temporary terms of compliance**

2.1. The Agreement shall enter into effect upon signature by both Parties and shall remain in effect until [insert date]. UNOPS shall have the option to extend the validity of this Agreement under the same conditions for an additional [insert number] [insert months/years] with an end date of [insert date]. Extensions beyond [insert date] must be agreed upon by a written amendment signed by the Parties.

2.2. All temporary terms of performance contained in the Agreement shall be deemed to be of essential performance with respect to the delivery of goods.

## **3. Documents of the Agreement**

3.1. The following documents, listed in order of priority, are to form part of and shall be construed and regarded as part of this Agreement, and supersede any other negotiations or contracts, oral or written, relating to the subject matter of the Agreement:

3.1.1. The special conditions included in Annex 1;

3.1.2. The general contracting conditions for the supply of goods included in Annex 2;

3.1.3. The instrument of the agreement;

3.1.4. The UNOPS invitation to bid document, reference [insert reference number], dated [insert reference date], and subsequent amendments and clarifications, not attached hereto, but in the possession of and known to both parties, including the list of requirements, hereinafter attached as Exhibit 3;

3.1.5. The price list included in Annex 4;

3.1.6. Contractor's bid [insert reference], dated [insert reference date], as clarified in the requests for clarification and negotiations, if any, not attached hereto, but in possession of and known to both parties.

## **4. Fulfillment of the Contractor's obligations**

4.1. The Contractor shall, if required by UNOPS, supply the goods described in Annex 3 with due diligence and efficiency and in accordance with good professional, administrative, and operational practices. Furthermore, the Contractor's performance shall be in accordance with the corresponding purchase order issued by UNOPS for a specific purpose. This implies providing all technical and administrative support, human resources, materials, and equipment necessary to complete the delivery of the goods.

4.2. Performance of the Contractor's obligations must be within the deadlines specified in Exhibit 3 and adhere to the delivery schedule set forth in the corresponding purchase order.

4.3. The Contractor shall also provide all technical and administrative support necessary to ensure the timely and satisfactory performance of the obligations set forth in the corresponding purchase order.

4.4. The Contractor shall implement or maintain an appropriately established service organization to handle requests from UNOPS or its partners for technical assistance, maintenance, servicing, repairs, and review of the Goods.

## **5. Pricing and payment**

5.1. In consideration of the full and satisfactory performance of the Contractor's obligations under each individual purchase order, UNOPS shall make payments to the Contractor in accordance with the requirements of the corresponding purchase order. UNOPS shall make payments by wire transfer to the bank account specified by the Contractor on the "oneUNOPS - Supplier form". UNOPS shall bear the costs charged by the bank. The Contractor shall bear all other bank charges for such transfer.

5.2. The prices reflected in each Purchase Order must correspond to those included in Exhibit 4. These prices are not subject to any adjustment or revision due to currency or price fluctuations or actual costs incurred by the Contractor in connection with the performance of any of its obligations under this Agreement,

including any individual purchase order. All market price reductions stipulated by the supplier of the Goods, if applicable, shall apply in full to UNOPS.

5.3. Payments made by UNOPS to the Contractor shall not release the Contractor from its obligations under this Agreement and/or an individual Purchase Order, nor shall they be deemed an acceptance by UNOPS of the Contractor's performance of its obligations.

5.4. UNOPS agrees to make payment of one hundred percent (100%) of the price of the goods accepted by the Instituto de Salud para el Bienestar (INSABI), within forty-five (45) calendar days after UNOPS receives (i) from (INSABI,) the acceptance of the goods in accordance with the Specific Agreement between UNOPS and INSABI and its amendments; and (ii) from the Contractor, the documentation listed in the following paragraph:

- a) Commercial invoice, and
- b) Additional documentation requested on a case-by-case basis.

## 6. Notifications related to the Agreement

6.1. For the purpose of notifications under this Agreement, the addresses of UNOPS and the Contractor are as follows:

For UNOPS:

[Enter name, address, telephone, fax number, and e-mail address].

For the Contractor:

[Enter name, address, telephone, fax number, and e-mail address].

6.2. Notice by certified mail shall be deemed given on the date on which it is officially recorded as having been delivered to, or receipt refused by, the Party to whom it is addressed. If a notice is sent by certified mail but cannot be delivered to the Party to whom it is addressed because the Party is no longer at that address, such notice shall be deemed to have been delivered on the date on which delivery was attempted.

## 7. Notifications relating to specific purchase orders.

7.1. Without prejudice to Clause 6, notifications and other communications relating to specific purchase orders shall be sent to the UNOPS office issuing the relevant purchase order, the address of which shall be clearly specified in the relevant purchase order.

## 8. Good faith

8.1 The Parties undertake to act in good faith with respect to each other's rights and obligations under this Agreement and to take all reasonable steps to ensure the achievement of the objectives of this Agreement.

IN WITNESS THEREOF, the Parties direct their duly authorized representatives to execute the Agreement on the date indicated above:

FOR AND ON BEHALF OF:

UNOPS

Name: [enter name of UNOPS  
authorized signatory].

Title: [enter title in capital letters]

Date: [enter date]

THE CONTRACTOR

Name: [enter name of Contractor's authorized  
signatory].

Title: [enter title in capital letters]

Date: [enter date]

## ANNEX 1: SPECIAL CONDITIONS

### Part 1: Amended Clauses

The following clauses are amended in the UNOPS general conditions for the procurement of goods as specified below.

Nº	Clause Number GCC	Revised Clause
1	CONFIDENTIALITY OF DOCUMENTS AND INFORMATION Sub-clause 11.4	UNOPS may share information to the extent necessary to (i) comply with its legal framework, including its organizational directives and administrative instructions, (ii) fulfill its obligations to the Instituto de Salud para el Bienestar (INSABI); or (iii) enable the authorities of the Government of the United Mexican States, including, without limitation, its autonomous agencies, dependencies, decentralized bodies, parastatal entities, and other agencies at the federal, state and municipal levels, to comply with the obligations and procedures applicable to them; in all three cases in accordance with their legal framework and with the understanding that the recipients of the information will also be obliged to preserve the confidentiality of the information.
2	RESCISSION Sub-clause 13.5	Without prejudice to any other rights or remedies available to UNOPS, and without liability to UNOPS, UNOPS may terminate the contract immediately in the event of: 13.5.1 the Contractor is declared bankrupt, is placed in liquidation or becomes insolvent, or applies for a moratorium or suspension of some of its payment or repayment obligations, or applies to be declared insolvent; 13.5.2 the Contractor obtains a moratorium or a suspension of payments, or is declared insolvent; 13.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors; 13.5.4 a receiver is appointed on account of the Contractor's insolvency; 13.5.5 the Contractor offers a settlement in lieu of bankruptcy or the appointment of a receiver; 13.5.6 UNOPS reasonably determines that the contractor has experienced a material adverse change in its financial condition that threatens to materially affect the contractor's ability to perform any of its obligations under the contract; or 13.5.7 UNOPS determines that the contractor has engaged in prohibited practices as that term is defined in the UNOPS legal framework, including, but not limited to, the Procurement Manual and the Operational Instruction on Supplier Sanctions.
3	RESCISSION Sub-clause 13.6	Unless prohibited by law, the Contractor shall be obliged to indemnify UNOPS for all damages and expenses, including, but not limited to, all expenses incurred by UNOPS in any judicial or extrajudicial proceedings or in any further proceedings or measures for the urgent and/or immediate acquisition of the goods from third parties, as a consequence of any of the events specified in Article 13. 5 above and resulting from, or related to, the termination of the contract, even if the contractor is declared bankrupt, or is granted a moratorium or suspension of payments or is declared insolvent. In the cases referred to in Clause 13.5 Clauses 1, 2, 3, 4 and 5, the Contractor shall immediately inform UNOPS if any of the events specified therein occur and shall provide UNOPS with all relevant information. In the cases provided for in clause 13.5, clauses 6 and 7, the determination therein shall be made by UNOPS in accordance with its legal framework.

### Part 2: Additional Clauses

The following additional clauses are included in the UNOPS general conditions for the procurement of goods as specified below.

Nº	Clause Number	New Clause
1	29. Liquidated damages (new)	Except under the circumstances of force majeure as expressly set out in the UNOPS General Conditions for Goods and/or other causes not attributable to the Contractor duly justified in writing by the Contractor and accepted at the discretion of UNOPS, if the Contractor fails to supply the Goods in quality and/or quantity within the period specified in each Purchase Order to be issued under this Agreement, UNOPS may, without prejudice to any or all other remedial measures provided for in the UNOPS General Conditions for Goods, deduct from the price of the Purchase Order in question, as liquidated damages, an amount equal to 0.3% of the price of the goods delivered late per lot, for each day of delay in delivery until reaching 10% of the amount of the goods in delay per lot. Upon reaching thirty (30) days of delay, UNOPS may terminate the Purchase Order in whole or in part, in accordance with the UNOPS General Conditions for Goods, without prejudice to any other measure or remedy that may be applied in accordance with the said Agreement.
2	30. Performance Guarantee (new)	The Contractor must submit a performance security equal to ten percent (10%) of the total value of the purchase order, in the form of a bank guarantee or security. The performance security shall be in the same currency as that stipulated in the bid.
3	31. Documentation (new)	Notwithstanding that additional documentation may be required, Supplier agrees to deliver, as applicable, the following documentation to INSABI, directly or through INSABI's designated agents: <ul style="list-style-type: none"> <li>1. (i) Valid Sanitary Registration issued by the Federal Commission for Protection against Health Risks (COFEPRIS), <del>or equivalent document issued by the regulatory agency recognized by the latter;</del> or (ii) certificate of recognition as an orphan drug;</li> <li>2. Release letter from COFEPRIS, if applicable;</li> <li>3. Analytical or quality certificate per lot in Spanish or full translation into Spanish;</li> <li>4. Letter against hidden defects;</li> <li>5. Letter of commitment to replace (Letter of exchange);</li> <li>6. Graphic report of Cold Network monitoring.</li> </ul> <p>In addition to the above information, in the case of controlled drugs (groups I, II, and III), suppliers, through the logistics operator indicated by INSABI, shall provide the following documentation at the delivery points, as applicable:</p> <ul style="list-style-type: none"> <li>1. Sanitary License;</li> <li>2. Notice of the Sanitary Responsible, stamped by COFEPRIS;</li> <li>3. Notice of annual estimates for narcotic and psychotropic drugs, if applicable.</li> </ul>
4	32. Consignee (new)	The Parties acknowledge that INSABI has the status of consignee.

## Annex 2: UNOPS General Conditions

### [UNOPS GENERAL CONDITIONS OF CONTRACT](#)

## Annex 3: List of Requirements

[A table containing the technical details necessary to describe the goods to be supplied shall be included].

## Annex 4: Price List

ITB Lot	Key	Description	Currency of the	Unit Price DDP [indicate "With IVA" / "W/out IVA"]
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			Offer	as the case may be]

## 2. PURCHASE ORDER RELATIVE TO THE LONG TERM AGREEMENT

Nombre del Proveedor  
Dirección del Proveedor

### Purchase Order

Delivery:  
United Nations Office Project Services

Order Number: XXXXXX  
Status: Ordered(O)  
CoRegNo:  
Supplier ID: XXXXXXXX  
Order date: XXXXXX  
Delivery date: XXXXXX  
Delivery method: XXX  
Delivery term: Net 30 days  
Payment terms:  
Proc. Official: XXXXXXXXXXXX  
Ext./Webbuy Ref.: XXXXXXXXXXXX

No	Article	Description	Quantity	Unit	Unitprice	Currency	Amount	Delivery date
1	XXXX	Breve descripción de los servicios / Bienes	XXXXX		XXXX	XXXX	XXXXX	XXXXX

Total in XXXXXX

XXXXXXXXXX



This Purchase Order contract (the "Contract") is made between the United Nations Office for Project Services ("UNOPS"), a subsidiary organ of the United Nations, and the Contractor identified herein, for the provision of goods and/or services.

The following documents, listed in the order of priority, are deemed to form and be read and construed as part of the Contract, having superseding effect over any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract:

- The Special Conditions of Contract, if included as an attachment to this Contract;
- The UNOPS General Conditions of Contract for the provision of goods and/or services, as applicable, available at: <https://www.unops.org/english/Opportunities/suppliers/how-we-procure/Pages/default.aspx>
- This Contract document;
- Any additional attachments to this Contract.

The Contract shall enter into force upon its signature by the Contractor which shall send a signed copy of the Contract to UNOPS as soon as possible, unless signature by the Contractor has not been expressly requested by UNOPS.

Signature of authorised signatory of the Contractor:

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Date signed by the Contractor:

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This Purchase Order has been approved electronically by XXXXxxxx  
XXXXXX I and does not require signature by UNOPS.

### Annex 1:Special Conditions

The same special conditions of Annex 1 of the Long-Term Agreement apply.

### Annex 2:UNOPS General Conditions

The same general conditions of Annex 2 of the Long-Term Agreement apply.

### Annex 3:List of Requirements

Lot	Key	Description	Technical Specification	Sanitary Registration	Manufacturer	Country of Origin

### Annex 4:Price List

Lot	Key	Description	Quantity	Unit Price	Total

### 3. INDEPENDENT PURCHASE ORDERS (NOT LINKED TO AN LTA)



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Nombre del Proveedor  
Dirección del Proveedor

#### Purchase Order

Delivery:  
United Nations Office Project Services

Order Number: XXXXXX  
Status: Ordered(O)  
CoRegNo:  
Supplier ID: XXXXXXXX  
Order date: XXXXXX  
Delivery date: XXXXXX  
Delivery method: XXX  
Delivery term: Net 30 days  
Payment terms:  
Proc. Official: XXXXXXXXXXXX  
Ext./Webbuy Ref.: XXXXXXXXXXXX

No	Article	Description	Quantity	Unit	Unitprice	Currency	Amount	Delivery date
1	XXXX	Breve descripción de los servicios / Bienes	XXXXX		XXXX	XXXX	XXXXX	XXXXX

Total in XXXXXX

XXXXXXXXXX



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The following documents, listed in the order of priority, are deemed to form and be read and construed as part of the Contract, having superseding effect over any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract:

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- The UNOPS General Conditions of Contract for the provision of goods and/or services, as applicable, available at: <https://www.unops.org/english/Opportunities/suppliers/how-we-procure/Pages/default.aspx>
- This Contract document;
- Any additional attachments to this Contract.

The Contract shall enter into force upon its signature by the Contractor which shall send a signed copy of the Contract to UNOPS as soon as possible, unless signature by the Contractor has not been expressly requested by UNOPS.

Signature of authorised signatory of the Contractor:

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Date signed by the Contractor:

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This Purchase Order has been approved electronically by XXXXxxxx  
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## Annex 1: Special Conditions

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2	RESCISSION  Sub-clause 13.5	Without prejudice to any other rights or remedies available to UNOPS, and without liability to UNOPS, UNOPS may terminate the contract immediately in the event of:  13.5.1 the Contractor is declared bankrupt, is placed in liquidation or becomes insolvent, or applies for a moratorium or suspension of some of its payment or repayment obligations, or applies to be declared insolvent;  13.5.2 the Contractor obtains a moratorium or a suspension of payments,

		<p>or is declared insolvent;</p> <p>13.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;</p> <p>13.5.4 a receiver is appointed on account of the Contractor's insolvency;</p> <p>13.5.5 the Contractor offers a settlement in lieu of bankruptcy or the appointment of a receiver;</p> <p>13.5.6 UNOPS reasonably determines that the contractor has experienced a material adverse change in its financial condition that threatens to materially affect the contractor's ability to perform any of its obligations under the contract; or</p> <p>13.5.7 UNOPS determines that the contractor has engaged in prohibited practices as that term is defined in the UNOPS legal framework, including, but not limited to, the Procurement Manual and the Operational Instruction on Supplier Sanctions.</p>
<b>3</b>	<b>RESCISSION</b> Sub-clause 13.6	<p>Unless prohibited by law, the Contractor shall be obliged to indemnify UNOPS for all damages and expenses, including, but not limited to, all expenses incurred by UNOPS in any judicial or extrajudicial proceedings or in any further proceedings or measures for the urgent and/or immediate acquisition of the goods from third parties, as a consequence of any of the events specified in Article 13. 5 above and resulting from, or related to, the termination of the contract, even if the contractor is declared bankrupt, or is granted a moratorium or suspension of payments or is declared insolvent. In the cases referred to in Clause 13.5 Clauses 1, 2, 3, 4 and 5, the Contractor shall immediately inform UNOPS if any of the events specified therein occur and shall provide UNOPS with all relevant information. In the cases provided for in clause 13.5, clauses 6 and 7, the determination therein shall be made by UNOPS in accordance with its legal framework.</p>

### Part 2: Additional Clauses

The following additional clauses are included in the UNOPS general conditions for the procurement of goods as specified below.

N°	Clause Number	New Clause
1	29. Liquidated damages (new)	<p>Except under the circumstances of force majeure as expressly set out in the UNOPS General Conditions for Goods and/or other causes not attributable to the Contractor duly justified in writing by the Contractor and accepted at the discretion of UNOPS, if the Contractor fails to supply the Goods in quality and/or quantity within the period specified in each Purchase Order to be issued under this Agreement, UNOPS may, without prejudice to any or all other remedial measures provided for in the UNOPS General Conditions for Goods, deduct from the price of the Purchase Order in question, as liquidated damages, an amount equal to 0. 3% of the price of the goods delivered late per lot, for each day of delay in delivery until reaching 10% of the amount of the goods in delay per lot. Upon reaching thirty (30) days of delay, UNOPS may terminate the Purchase Order in whole or in part, in accordance with the UNOPS General Conditions for Goods, without prejudice to any other measure or remedy that may be applied in accordance with the said Agreement.</p>
2	30. Performance Guarantee (new)	<p>The Contractor must submit a performance security equal to ten percent (10%) of the total value of the purchase order, in the form of a bank guarantee or security.</p> <p>The performance security shall be in the same currency as that stipulated in the bid.</p>
3	31. Payment (new)	UNOPS agrees to make payment of one hundred percent (100%) of the price

		<p>of the goods accepted by the Institute of Health for Welfare (INSABI), within forty-five (45) calendar days after UNOPS receives (i) from INSABI, acceptance of the goods in accordance with the Specific Agreement between UNOPS and INSABI and its amendments; and (ii) from the Contractor, the documentation listed in the following paragraph:</p> <ol style="list-style-type: none"> <li>Commercial invoice, and</li> <li>Additional documentation as requested on a case-by-case basis.</li> </ol>
4	32. Documentation (new)	<p>Notwithstanding that additional documentation may be required, Supplier agrees to deliver, as applicable, the following documentation to INSABI, directly or through INSABI's designated agents:</p> <ol style="list-style-type: none"> <li>(i) Valid Sanitary Registration issued by the Federal Commission for Protection against Health Risks (COFEPRIS), <del>or equivalent document issued by the regulatory agency recognized by the latter;</del> or (ii) certificate of recognition as an orphan drug;</li> <li>Release letter from COFEPRIS, if applicable;</li> <li>Analytical or quality certificate per lot in Spanish or full translation into Spanish;</li> <li>Letter against hidden defects;</li> <li>Letter of commitment to replace (Letter of exchange);</li> <li>Graphic report of Cold Network monitoring.</li> </ol> <p>In addition to the above information, in the case of controlled drugs (groups I, II, and III), suppliers, through the logistics operator indicated by INSABI, shall provide the following documentation at the delivery points, as applicable:</p> <ol style="list-style-type: none"> <li>Sanitary License;</li> <li>Notice of the Sanitary Responsible, stamped by COFEPRIS;</li> <li>Notice of annual estimates for narcotic and psychotropic drugs, if applicable.</li> </ol>
5	33. Consignee (new)	The Parties acknowledge that INSABI has the status of consignee.

## Annex 2: UNOPS General Conditions

### [UNOPS GENERAL CONDITIONS OF CONTRACT](#)

## Annex 3: List of Requirements

Lot	Key	Description	Technical Specification	Sanitary Registration	Manufacturer	Country of Origin

## Annex 4: Price List

Lot	Key	Description	Quantity	Unit Price	Total

## 3. PERFORMANCE SECURITY (BANK GUARANTEE)

### 3.1. Details of the Performance Security

- **Deadline for Submission:** The contractor shall have five (5) calendar days after receipt of the Purchase Order to submit the Performance Security along with the signed Purchase Order.
- **Amount:** Ten percent (10%) of the total value of the Purchase Order;
- **Currency:** In the same currency of the Purchase Order;

- Term: The period of the Purchase Order plus an additional twelve (12) months from the date of completion of the Contractor's contractual obligation, including warranty obligations as stipulated in clause 4.5.6 of Annex 2: General Conditions of UNOPS;
- Recipient: United Nations Office for Project Services (UNOPS);
- Federal Register of Contributors (Registro Federal de Contribuyentes) UNOPS Mexico:ONU160202DN1;
- Acceptable documents:
  - Bank Guarantee through SWIFT message issued by a banking institution legally established in the contractor's country of origin.
  - A security issued by a surety/bonding company legally established in the United Mexican States.
- Format: According to the Performance Security model included in numeral 3.2 of this section to comply with the following conditions:
  - Be non-transferable, i.e. the beneficiary must be the one indicated and cannot be transferred to a third party;
  - Be irrevocable, that is to say, that it cannot be subsequently invalidated by the policyholder;
  - On first demand, i.e. UNOPS does not have to substantiate or prove non-compliance;
  - Unconditional, i.e. there are no criteria or events necessary for its execution other than the pure and simple demand of UNOPS.
  - In the event of any discrepancy between the terms of the Performance Security and the terms set forth by UNOPS in the form, the latter shall prevail.
- Bank guarantees via SWIFT message should be sent to JP Morgan Chase in London using the code CHASGB2L in favor of UNOPS.
- About the acceptable entity: Financial Institutions and/or sureties with a long-term credit rating of BBB- with Standard and Poor's, a long-term credit rating of Baa3 with Moody Investor Services, or a credit rating of BBB- with Fitch ratings. Any Bank Guarantee issued by a financial institution with a credit rating below the required credit ratings will require validation by UNOPS.
- The Performance Security must be constituted in accordance with the terms of the Insurance and Bonding Institutions Law in effect.
- In the event of partial non-performance of the obligations under the Contract, secured by bank guarantee or performance security, UNOPS reserves the right to request full execution of the security.
- Failure to return the Purchase Order together with the Performance Security within the above period shall entitle UNOPS to notify the Vendor Review Committee (VRC) of the non-compliance and issue the Purchase Order to the second qualified Contractor in order of priority.

### 3.2. Form of the Performance Security

**Only the successful bidder should complete the following form, if applicable, after the award of the contract (purchase order). This form must be completed by the issuing institution, at the request of the successful bidder, in accordance with the instructions below. Only bank guarantees via authenticated SWIFT message will be acceptable.**

**The original guarantee/security must be presented without perforations or alterations.**

**Date of issue:** [Insert date (day, month, and year)]

**Contract / purchase order reference:** [Insert contract / purchase order number]

**Branch or office:** [Insert full name of guarantor entity]

**Beneficiary:** [Insert UNOPS legal name and address]

**Performance Security or Guarantee Number:** [Insert reference number of the security]

We have been informed that [insert full name of Contractor] (hereinafter referred to as "the Contractor") has entered into contract number [insert contract reference number] dated [insert date] with you for the supply of [insert a brief description of the related goods and services] (hereinafter referred to as "the contract"). In addition, we understand that, according to the terms of the contract, it is mandatory to submit a performance security.

At the request of the Contractor, we hereby irrevocably undertake to pay to UNOPS any sum not exceeding a total of [insert amount in figures] ([insert amount in words])<sup>1</sup>, immediately upon receipt of a written request from you stating that the Contractor is in breach of its obligations under the contract. Such payment shall be made unconditionally and without UNOPS having to prove anything or provide any reason or reasoning in support of its request or the amount claimed.

This guarantee shall expire on [insert day] of [insert month] of [insert year]<sup>2</sup>, and any claim for payment under this guarantee must be received in this office on or before the date specified.

This guarantee is subject to the Uniform Rules for First Demand Guarantees (2010 Revision), ICC Publication No. 758, except that it is not necessary to provide the statement required under Article 15(a).

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.

**[Signatures of authorized bank representatives]**

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<sup>1</sup> The Bank shall insert the amount in accordance with the amount calculated taking into account what is indicated in Annex 1. Special Conditions, numeral 30. Performance Guarantee of Section VI: Sample Contract of this document in the currency used in the contract.

<sup>2</sup> This date should correspond to the date set forth in the details of the performance guarantee above. UNOPS should note that in the event of an extension of the deadline for the execution of the contract, an extension of the deadline for this guarantee must be requested from the bank. This request must be submitted in writing prior to the expiration date set forth in the guarantee. In preparing this guarantee, UNOPS may consider adding to the form, at the end of the penultimate paragraph, the following text: "In response to a written request from UNOPS, we may agree that the deadline of this guarantee may be extended once, for a period not to exceed one (1) year. This request must be submitted prior to the expiration date of this guarantee."