



INSTITUTE TO RETURN TO THE PEOPLE WHAT WAS STOLEN
SALES BASES
PUBLIC BIDDING OF PERSONAL PROPERTY LPBM NO. 7/21
(CLOSED AUCTION)

The Institute for the Return to the People what was Stolen (INSTITUTE), in accordance with the constitutional principles of legality, honesty, loyalty, impartiality and efficiency, as well as those of discipline, objectivity, professionalism, integrity, accountability and effectiveness that govern public service, issues the present SALES BASES that govern the **LPBM** Public Bidding **No. 7/21**, (Closed Auction) for the sale of Personal Property.

1. PUBLICATION OF THE CALL. On **November 12, 2021**, the national newspaper "**Excelsior**" published the CALL FOR PUBLIC BIDDINGS **LPBM No. 7/21** (Closed Envelope Auction) for the sale of Personal Property, which is available at the following website: <http://subastas.indep.gob.mx>; any modification or notice to said CALL will be published at the aforementioned website.

ATTENTION WARNING

To all persons INTERESTED in participating in the Furniture Public Bidding **LPBM No. 7/21**, convened by this Institute to be held on **December 3, 2021**, at the Benito Juárez International Airport in Mexico City, in a ventilated room, in response to the Health Emergency and in accordance with the provisions decreed by the Ministry of Health, regarding the measures adopted by the Government of Mexico and the Government of Mexico City, INSTITUTE will carry out this event in harmony with the National Day of Healthy Distance, will be in compliance and in strict adherence to the hygiene and protection measures, such as the mandatory use of mouth, sanitary filters for symptom detection and temperature taking, permanent availability of antibacterial gel dispensers, delimitation of the various areas and signaling the direction of flow of people and the effect of avoiding concentration and crowding of people, therefore, registration for this event will be allowed and consequently, any change decreed by the health authorities will be informed to the PARTICIPANTS.

In THE PORTAL: <http://subastas.indep.gob.mx> is described the detail of the LOTS object of the Public Bidding, physical conditions, its location, BASE PRICE OF SALE, name, denomination or corporate name of the Transferor Entity. Likewise, the detail and photographs of the LOTS may be consulted free of charge at the website: <http://subastas.indep.gob.mx>, from the publication of the Call.

The following describes the type and number of LOTS:

TYPE OF AIRCRAFT	NUMBER OF LOTS	BASE SALE PRICE IN MILLIONS OF PESOS
Airplane Boeing Company	1	\$31.93
Helicopter Eurocopter France	1	\$66.74
Lear Jet Aircraft	2	\$22.65
Helicopter AgustaWestland model AW109SP	4	\$199.00
Airplane Gulfstream Aerospace Corporation	3	\$749.84
Airplane Hawker Beechcraft	1	\$60.00
GRAND TOTAL	12	\$1,130.21

2. HOURS OF OPERATION AND CONTACT DETAILS. Every INTERESTED or PARTICIPANT will be provided with general information about the Public Bidding and the LOTS, which will be available at the addresses and times indicated on the website: <http://subastas.indep.gob.mx>. Likewise, information may be requested at the e-mail address bases@indep.gob.mx or at the telephone number 800 523 2327.

3. CALENDAR OF THE PUBLIC BIDDING PROCEDURE: The activities for the SUBJECT, PARTICIPANTS and/or WINNERS of the PUBLIC BIDDING are the following:

ACTIVITY	DATES	TIMETABLE*	PLACES AND WAYS OF REALIZATION
SALES BASES foundation	From November 12 to December 2, 2021	Free online 24 hours a day	http://subastas.indep.gob.mx THE BASES OF SALE ARE FREE OF CHARGE
Inspection or Eye Visit (Exclusive for those who have requested and received confirmation)	From November 16 to December 2, 2021	By appointment, as specified on the website: http://subastas.indep.gob.mx	Address where the LOTS are located (There is no physical inspection visit for lots 505, 506 and 507)
Registration and Enrollment of Participants.	From November 12 to December 2, 2021	Monday to Friday from 9:00 to 18:00.	Via email to: bases@indep.gob.mx Insurgentes Sur 1931, 6th floor Colonia Guadalupe Inn, Mexico City, Mexico.
Consultation with DATABASES and/or Electronic File	From November 16 to December 2, 2021	Monday to Friday from 9:00 to 18:00.	Ask for information: bases@indep.gob.mx
Presentation/Reception of PURCHASE OFFERS in Envelope sealed at the seat of the Judgment only	December 3, 2021	From 10:00 to 12:00	Only at the Judgment Headquarters, in the Sixth Air Group, International, Privada Benito Juárez, postal code 15620, Mexico City
Opening and Analysis of PURCHASE OFFERS	December 3, 2021	From 12:00 noon onwards	
The failure of the tender	December 3, 2021 (effective December 6, 2021)	At the conclusion of the Opening and Analysis of PURCHASE OFFERS	
Liquidation of the SALES PRICE of the goods acquired in the Public Bidding of movable goods	Last day, December 17, 2021	In accordance with banking practices and schedules	Deposit or bank transfer in any banking institution indicated in the website: http://subastas.indep.gob.mx PAYMENT PORTAL

*The times indicated correspond to the time zones of each Entity in which the Regional Coordinators of INSTITUTE and the Headquarters of FALLO are located.

4. DEFINITIONS. For purposes of the SALES BASIS, the terms listed below shall have the following meaning, regardless of whether they are used in the singular or plural form:

- **BASES OF SALE.-** This document determines the conditions, terms and formalities that must be complied with by the INTERESTED PARTIES, PARTICIPANTS, WINNERS and BUYERS in the Public Bidding of Movable Goods and contains the rights and obligations of these and the INSTITUTE.



- **OFFER FORMAT:** To the format established by INSTITUTE (Annex 1 of these SALES RULES), through which the PARTICIPANTS present their respective PURCHASE OFFERS for the LOTS, which must be filled out in accordance with the instructions on the back of the form.
- **CFDI -** Digital Tax Receipt by Internet or electronic invoice issued in accordance with the provisions issued by the Tax Administration Service.
- **BUYER:** To the PARTICIPANT who has been awarded a LOT and who has covered the entire SALES PRICE.
- **CALL FOR PROPOSALS:** To the announcement of the public procedure of sale of the present Public Bidding.
- **BUSINESS DAYS -** To those not established as unfit in the General Provisions published annually by the National Banking and Securities Commission.
- **FAILURE:** To the Act in which INSTITUTE determines the result of the evaluation of the PURCHASE OFFERS and, if applicable, defines the WINNER and his PURCHASE OFFER, as well as the deserted LOTS and any other relevant situation that has occurred in the Public Bidding.
- **WINNER:** To the PARTICIPANT who is awarded a LOT, having accepted their PURCHASE OFFER and declared it to be the highest.
- **GUARANTEE OF COMPLIANCE:** To the monetary amount to be delivered by the WINNER to ensure compliance with the payment obligation derived from the award of a LOT, in accordance with the SALES BASES and that will be applied in favor of INSTITUTE in case of default.
- **GUARANTEE OF SERIOUSNESS:** To the monetary amount that the PARTICIPANT must deliver to be registered, in such a way that the maintenance of its PURCHASE OFFER is assured when participating in the Public Bidding, in accordance with the SALES BASES and that will be applied in favor of INSTITUTE in case of noncompliance.
- **INTERESTED PERSON:** The individual or company that intends to participate in the sale procedures established by LFAEBSP and the one that acquires the SALES BASES and that has not yet complied with the requirements established therein to be considered a PARTICIPANT.
- **LFAEBSP -** To the Federal Law for the Administration and Disposal of Public Sector Assets
- **CAPTURE LINE -** The set of identification numbers that must be obtained to make the payment of the LOTS.
- **LOT -** Movable property or group of movable property that will be treated as a single unit for the purposes of its sale in the Public Bidding.
- **PURCHASE OFFER -** Firm, irrevocable and unconditional economic offer presented by the PARTICIPANT in accordance with the provisions of the SALES BASES to acquire a LOT, through the document called OFFER FORMAT, Annex No. 1 of these SALES BASES.
- **PARTICIPANT:** The individual or legal entity that is registered as such in this Public Bidding and that complies with the requirements established in the SALES BASES and other applicable regulations.
- **POBALINES.-** To the Policies, Bases and Guidelines for the Sale of the Furniture, Real Estate, Financial Assets and Companies carried out by the Institute of Administration of Goods and Assets.
- **BASE SALE PRICE -** The output value assigned to a LOT, with which the bidding process begins
- **SALES PRICE:** At the value agreed for the award of a LOT in the Public Bidding.
- **INSTITUTE SINGLE REGISTRATION -** It is the computer application through which all those interested in participating in commercial events organized by INSTITUTE enter their scanned documentation to become part of the Customer Base and obtain a unique identification number.
- **LEGAL REPRESENTATIVE or POWER OF ATTORNEY:** To the individual with the necessary and sufficient powers to act in the Public Bidding on behalf of another person, whether an individual or a company, as the case may be.
- **RLFAEBSP -** To the Regulations of the Federal Law for the Administration and Disposal of Public Sector Assets.
- **UMA.** The Unit of Measurement and Update, in accordance with the provisions of the Law to determine the value of the unit of measurement and update.

5. OBTAINING THE SALES BASES. Any natural or legal person may participate in the Public Bidding after registration. Those who obtain the quality of INTERESTED, from that moment on, will be able to make inspection visits to the LOTS. It is the responsibility of the INTERESTED PARTIES to carry out all those actions that they deem pertinent and at their expense for the review of the physical, mechanical and operational state of the aircraft.

The SALES BASES are free of charge and are available on the website: <http://subastas.indep.gob.mx>.

Neither the publication of the CALL, nor the delivery of the SALES RULES to any INTERESTED party, will be understood as an offer or promise of sale by INSTITUTE. The public officers of INSTITUTE are authorized ex officio



to attend the matters corresponding to the present Public Bidding on the days, extensions and schedules indicated in the Calendar.

INSTITUTE reserves the right to modify any of the terms and conditions established in the SALES BASES until before the act of FAILURE, notifying such modifications to the SUBJECT who has acquired them, to the e-mail provided to INSTITUTE or by means of the ROUTINE NOTICES.

6. ANNEXES TO THE SALES BASES. The following documents are attached to the SALES BASES and are therefore an integral part of them:

- **Annex No. 1.-** OFFER FORMAT, with filling instructions on the back.
- **Annex No. 2.-** Information forms to comply with the provisions of the Federal Law for the Prevention and Identification of Operations with Resources of Illicit Origin
- **Annex No. 3.-** Form to request photographs of the LOTS.
- **Annex No. 4.-** Data room regulation
- **Annex No. 5.-** Acceptance Form

7. INSTITUTE ENDENT SINGLE REGISTRATION To be considered a PARTICIPANT in this TENDER and consequently be able to submit offers, interested parties must be previously registered in the INSTITUTE's Client Base, by sending the documents mentioned in the website: <http://licitacion.indep.gob.mx:450/>, in the option "Data Form" or by submitting such documentation in the places, dates and times indicated in the section "TENDER Calendar" or by e-mail to bases@indep.gob.mx.

This action is for only one occasion, if the SUBJECT has already been registered in some other commercial event (electronic auction, physical hammer or public bidding (closed envelope auction)), and his/her information has not been modified, it will not be necessary to enter the documentation again, unless there are changes or updates of data.

The SUBJECTS who are registered in the INSTITUTE's Client Base and whose information and/or documentation remains unchanged will not be required to submit any information, only the ratification under protest of the fact that it has not changed and that directly related to the TENDER. In case one or more information and/or documents have changed, the SUBJECT must show the originals or certified copies before a Notary Public of such documents and a simple copy for comparison.

At any time, the INSTITUTE may request additional information or translations into the Spanish language corresponding to the documentation sent or presented to complement said record.

8. GENERAL IDENTIFICATION DOCUMENTATION, TO ACCREDIT PERSONALITY AND FOR THE ISSUANCE OF THE CFDI

Documents to be submitted by Mexican Individuals

- I. Current official identification and a copy of it, which must be one of the following documents: preferably a voting card, passport or professional photo ID.
- II. Copy of the Tax Identification Card (RFC) with homoclave and/or Unique Key of the Population Registry (CURP).
- III. Proof of address not older than 3 months, and must be one of the following documents Preferably a bank statement (header) or in its defect a receipt of payment of property tax, water supply service, electricity or telephone. This requirement can be covered with the Official Identification if the account has an address.
- IV. In case of appearance through LEGAL REPRESENTATIVE or POWER OF ATTORNEY:
 - Copy and original for power of attorney granted in a public deed before a Notary Public with sufficient powers to act in a sale and purchase, preferably acts of dominion.
 - Statement under protest of truth signed by the LEGAL REPRESENTATIVE, stating that the power of attorney has not been revoked or limited in any way.
 - General information and valid official identification of the LEGAL REPRESENTATIVE or POWER OF ATTORNEY, and a copy of the same, which must be one of the following documents: voting credential, passport or professional ID card with photograph; in the case of foreign legal representatives, valid



passport or document issued by the National Institute of Immigration that accredits their condition of stay in Mexico.

- Bank statement in the name of the individual with a CLABE account.
- The INSTITUTE may request additional information at any time.

Documents to be submitted by Foreign Individuals:

- I. Valid official identification, which must be one of the following documents: passport or document issued by the National Institute of Immigration that accredits your status as a resident of Mexico.
- II. Tax Identification Card (RFC) with homoclave, when they have it or, if applicable, tax identification number from their country of origin.
- III. Proof of address not older than 3 months, and must be one of the following documents Preferably a bank statement (header) or in its defect a receipt of payment of property tax, water supply service, electricity or telephone. This requirement can be covered with the Official Identification if the account has an address.
- IV. In case of appearance through LEGAL REPRESENTATIVE or POWER OF ATTORNEY:
 - Copy and original for power of attorney granted before a Notary Public with sufficient powers to act in a purchase and sale, preferably acts of dominion. When the document is not duly legalized or, in the event that the country where such document was issued is a party to "The Convention Abolishing the Requirement of Legalization for Foreign Public Documents", adopted in The Hague, Netherlands, on October 5, 1961, it will be sufficient for such document to bear the apostille referred to in such Convention, to be written in Spanish or translated into Spanish before a Notary Public.
 - Declaration under protest signed by the LEGAL REPRESENTATIVE, stating that the power of attorney has not been revoked or limited in any way.
 - General information and valid official identification of the LEGAL REPRESENTATIVE or POWER OF ATTORNEY, and a copy of the same, which must be one of the following documents: voting credential, passport or professional ID card with photograph; in the case of foreign legal representatives, valid passport or document issued by the National Institute of Immigration that accredits their condition of stay in Mexico.
- V. Bank statement in the name of the individual with a CLABE account in case of having an account in the Mexican Financial System. Otherwise, you must present the face of a bank statement in the name of the natural person accompanied by a free letter with the following information: name of the banking institution, address, name of the account owner, account number, branch , SWIFT code and, where appropriate, ABA number.
- VI. • The INSTITUTE may request additional information at any time.

Documents to be submitted by Mexican corporations:

- I. Copy and original for comparison of the Articles of Incorporation and last modification, registered in the Public Registry of Commerce, with the breakdown of partners or shareholders, if applicable.
- II. Copy of the Tax Identification Card (RFC) with homoclave.
- III. Proof of address not older than 3 months, and must be one of the following documents Preferably a bank statement (header) or in its defect a receipt of payment of property tax, water supply service, electricity or telephone. This requirement can be covered with the Official Identification if the account has an address.
- IV. Copy and original for power of attorney granted to the LEGAL REPRESENTATIVE or POWER OF ATTORNEY, in a public deed before a Notary Public, with powers at least for acts of administration according to the Object of the Legal Person or in its case Acts of Dominion.
- V. **Statement under protest of truth signed by the LEGAL REPRESENTATIVE, stating that the power of attorney has not been revoked or limited in any way.**
- VI. General data and valid official identification of the LEGAL REPRESENTATIVE or POWER OF ATTORNEY, and a copy of the same, which must be one of the following documents: voting credential, passport or professional card with photograph; in the case of foreign legal representatives, valid passport or document issued by the National Institute of Immigration that accredits their condition of stay in Mexico.
- VII. Bank statement in the name of the legal entity with a CLABE account.



VIII. The INSTITUTE may request additional information at any time.

Documents to be presented by Foreign Legal Entities:

- I. Copy and original for comparison of the Articles of Incorporation and last modification, with the breakdown of partners or shareholders, if applicable. The instruments granted abroad must be written in Spanish or translated into Spanish, legalized or apostilled and notarized before a Notary Public.
 - II. Proof of address not older than 3 months, and must be one of the following documents Preferably a bank statement (header) or in its defect a receipt of payment of property tax, water supply service, electricity or telephone. This requirement can be covered with the Official Identification if the account has an address.
 - III. Tax Identification Card (RFC) with homoclave, when they have it or, if applicable, the tax identification number of their country of origin and the RFC of the legal representative in Mexico.
 - IV. Copy and original to compare the power of attorney granted to the LEGAL REPRESENTATIVE or POWER OF ATTORNEY, before a Notary Public, with powers at least for acts of administration according to the Object of the Legal Person or in its case Acts of Dominion. The powers granted abroad must be written in Spanish or translated into Spanish, legalized or apostilled and notarized before a Notary Public.
 - V. General data and valid official identification of the LEGAL REPRESENTATIVE or POWER OF ATTORNEY, and a copy of the same, which must be one of the following documents: voting credential, passport or professional card with photograph; in the case of foreign legal representatives, valid passport or document issued by the National Institute of Immigration that accredits their condition of stay in Mexico.
 - VI. Bank statement in the name of the legal entity with CLABE account in case of having an account in the Mexican Financial System. Otherwise, you must present the face of a bank statement in the name of the legal entity accompanied by a free letter with the following information: name of the banking institution, address, name of the account owner, account number, branch, SWIFT code and, where appropriate, ABA number.
- VII. VII. The INSTITUTE may request additional information at any time.

9. UNABLE TO PARTICIPATE. All those persons who are in any or some of the cases provided for in Article 32 of the LFAEBSP may not participate in the Public Bidding, directly or indirectly, whatever their nature.

INSTITUTE reserves the right to verify and if necessary disqualify at any time the PARTICIPANTS and/or WINNERS and/or BUYERS, when it becomes known by any means, that they are in any of the impediments.

10. DISQUALIFICATION OF PARTICIPANTS. INSTITUTE will disqualify the PARTICIPANT at any time, in which case the PARTICIPANT will not be able to continue participating in the Public Bidding and such circumstance will be recorded in the Certificate of FAILURE and, if applicable, in the testimony issued by the Public Notary attending the event, in the following cases

- I. Failure to comply with any of the requirements or obligations set forth in the BASES OF SALE.
- II. When the data provided during the Registration process are false.
- III. For participating in the procedure with malice or bad faith, affecting the transparency or the performance of the procedure itself.
- IV. Participate in a biased manner or attempt to manipulate the procedure.
- V. That in the Act of Presentation/Reception of PURCHASE OFFERS, you do not present identification with photograph and official validity (credential to vote, passport or professional card) and/or you do not present Certificate of Registration and/or you do not present a firm PURCHASE OFFER.
- VI. It is in the cases of Article 32 of the LFAEBSP.

11. INSPECTION OR OCULAR VISIT OF THE LOTS. Those who have acquired BASES OF SALE may visit and inspect the LOTS, subject to confirmation by the area responsible for INSTITUTE, in accordance with the following

- I. The ocular visit and/or physical inspection is optional in all cases, but it is convenient that those who have acquired the SALES BASES carry it out, since if they do not do it or do it inadequately, they will not be able to argue such causes to object, claim or request the partial or total cancellation of the procedure of the present Public Bidding, of the respective sale or, if applicable, to request the termination of the operation after the award of the LOT in question or the refund of any amount.
- II. When, due to the nature of the LOT, its location or any other circumstance, the physical inspection cannot be carried out, photographs will be made available on the website:

<https://subastas.indep.gob.mx>. Said photographs will only be shown as support, without it being understood that there is or will be a responsibility and guarantee on the part of the INSTITUTE regarding their characteristics and conditions. Therefore, these will not be a reason for canceling the sale or for the partial or total return of the amounts paid by the INTERESTED PARTIES. The impossibility of visiting for physical inspection will not be cause or reason for cancellation of the Public Bid.

III. The INTERESTED PARTIES or PARTICIPANTS may request photographs of the LOTS object of the Public Bidding that are of their interest, by delivering to the INSTITUTE personnel that accompany them during the visit, the corresponding Format attached to these SALES BASES, duly completed; having as deadline to make such request **November, 2021**. The photographs will be taken by INSTITUTE's staff and will be added before the FAILURE, to the photographic memory of the respective LOT, at the following website: <https://subastas.indep.gob.mx>.

IV. For more information related to the physical inspection of the LOTS can be found on the website: <https://subastas.indep.gob.mx>.

V. Physical inspection visits are not available for aircraft in Lots 505, 506, and 507 since they are undergoing maintenance in the United States of America.

Any management, analysis, review, transfer, payment of mechanics, translations, at the time payment of taxes and duties for the export of vehicles, hiring of customs offices, marketers or legal representatives in Mexico, and in general any expense related to the purchase decision will be borne by the INTERESTED PARTY or WINNER or BUYER.

12. REGISTRATION TO THE PUBLIC BIDDING AND RECEPTION OF SERIOUSNESS GUARANTEES. Once you have completed your registration in the INSTITUTE SINGLE REGISTRATION Customer Base or you have sent your registration documents to the e-mail bases@indep.gob.mx, in order to be considered a PARTICIPANT in this TENDER you must obtain your proof of registration, that is to say, by sending your proof of payment of at least one SERIOUSNESS GUARANTEE to the e-mail bases@indep.gob.mx on the days and times indicated in the section "Calendar of the Public Bidding Procedure", unconditionally accepting the terms and conditions of the Tender and of these SALES BASES. The term for the delivery of the SALES BASES signed by the PARTICIPANTS and for obtaining the registration certificate shall be up to the day before the date of FAILURE. The PARTICIPANTS that wish to present a PURCHASE OFFER for the Public Bidding of goods whose meeting of bidders is held on the same date and time as this Public Bidding must obtain their particular registration certificate for it, within the term indicated in the "Calendar of the Public Bidding Procedure".

Those who wish to participate in this Public Bidding for Furniture must deliver as many GUARANTEES OF SERIOUSNESS as they decide, each one for an amount of **\$100,000.00 (One hundred thousand pesos 00/100 National Currency)**. Each one of the GUARANTEES OF SERIOUSNESS will allow you to present a PURCHASE OFFER in a sealed envelope for ONE LOT. The PARTICIPANTS may also present more GUARANTEES OF SERIOUSNESS at the Headquarters and on the day indicated for the Presentation and Reception of PURCHASE OFFERS, during a period of one hour, counted as from the beginning of said activity of Presentation and Reception of PURCHASE OFFERS, provided that they have already obtained their registration certificate as indicated in the "Calendar of the Public Bidding Procedure".

To constitute the GUARANTEE OF SERIOUSNESS you can choose one of the following options:

1. By means of a bank transfer, after obtaining the corresponding CAPTURE LINE, by requesting it at the telephone number **800 523 23 27**
2. With a CAPTURE LINE provided by the INSTITUTE, through the PAYMENT PORTAL, on the website: <http://licitacion.indep.gob.mx:450/>, "PAGOS" button, via electronic bank transfer through BBVA, HSBC, BANAMEX or BANORTE preferably, or through the instruments and / or regulated banking mechanisms that the INSTITUTE's personnel indicate in the case of foreign participants, ensuring at all times that the amount paid is reflected in national currency;
3. **By delivering nominative check (s), cashier's check (s) or certified check (s)** in charge of a Banking Institution of the Mexican Financial System, in the name of the **"INSTITUTE PARA DEVOLVER AL PUEBLO LO ROBADO"**. **(no other abbreviations or denominations will be accepted)**, delivered at the place and time indicated on the website: <http://subastas.indep.gob.mx>.



4. If available, by charge to a VISA or MASTERCARD credit or debit card.

In the case of foreign participants who do not have a bank account in the Mexican Financial System, they must request the data to make the bank transfer with their correspondent in Mexico, to the email bases@indep.gob.mx.

The corresponding refund in the case of electronic transfers or SPEI for WINNING and NON-WINNING participants in this Public Bid, will be made to the bank account indicated at the time of registration, which must be in the name (owner) of the natural or legal person registered with the INSTITUTE.

In the cases of foreign participants who make international deposits, they must consider that those corresponding to returns will be made by bank transfer at the exchange rate established on the date of the return for the amount received in national currency, so there may be variations for which the INSTITUTE does not assume any responsibility.

Regarding the use of electronic bank transfer or nominative check, cashier's check or certified check in any option previously indicated, the INSTITUTE does not assume any responsibility in case the transaction is not carried out or that the deposit is returned by the bank by any causes beyond the INDEP, so that such risk will be assumed at all times by the PARTICIPANT; Therefore, in the event that said deposit is not reflected in the corresponding account statements, the PURCHASE OFFER may be rejected; this situation will be informed to the PARTICIPANT by the INDEP.

13. PRESENTATION AND RECEPTION OF PURCHASE OFFERS. The Public Meeting of Bidders in which the PURCHASE OFFERS will be received and the FAILURE will be issued, will be held at the place, date and time indicated in the section "Calendar of the Public Bidding Procedure", the PARTICIPANTS will present their PURCHASE OFFERS in the presence of a Representative of INSTITUTE, of the Legal Coordination of Commercialization and, if applicable, of the Internal Control Organ in INSTITUTE and of a Public Notary, as well as any other official appointed by the INSTITUTE.

The PARTICIPANT or his LEGAL REPRESENTATIVE will present himself with his proof of registration and valid identification with photograph and official validity, must be a voting credential, passport or professional identification with photograph and will deliver for each LOT for which he is going to bid, through the attached formats the BASES OF SALE, in a sealed envelope that on the outside indicates only the number of BASE OF SALE assigned and that inside contains your PURCHASE OFFER and your COMPLIANCE GUARANTEE. The PURCHASE OFFER must be presented in the format intended for that purpose in the BASES OF SALE, in Spanish, signed **and with the amounts expressed in the National Currency of the United Mexican States.**

The PERFORMANCE GUARANTEE must be submitted for each LOT of interest, consisting of a cashier's check (s) or certified check (s) consisting of nominative check (s), cashier's check (s) or certified check (s), payable to the "INSTITUTO PARA DEVOLVER AL PUEBLO LO ROBADO" only (no other will be accepted type of abbreviation or denomination), issued by a banking institution authorized in accordance with Mexican legislation to carry out operations in Mexico; **or, through a corresponding CAPTURE LINE and / or by bank transfer, or through the mechanisms indicated by the INSTITUTE's staff in the case of foreign participants, ensuring at all times that the amount paid is reflected in national currency, for that purpose. which must consider the commissions or taxes or variations in the exchange rate that could be incurred at the time of the transaction and must attach the proof of the bank transfer and, where appropriate, the conversion to express the amount in national currency, the GUARANTEE OF COMPLIANCE** must be for an amount of at least 10% (ten percent) of the total amount of your PURCHASE OFFER, allowing a downward variation of up to \$ 1,000.00 (One thousand Pesos 00/100 National Currency). In the event that, for any circumstance established in the BASES OF SALE, the PARTICIPANT who is the WINNER, is subject to a penalty, the amount exceeding 10% of the PURCHASE OFFER, resulting from the sum of the SERIOUSNESS GUARANTEE and the GUARANTEE OF COMPLIANCE, it will be returned to you. In the case of CAPTURE LINES or Bank TRANSFERS, the vouchers or receipts must be accompanied in original in the envelope containing the corresponding PURCHASE OFFER.

Said COMPLIANCE GUARANTEE may be presented in the sealed envelope in its different modalities, that is, through nominative check (s), cashier's check (s) or certified check (s) and / or transfer (s) banking, as long as it complies with the above conditions.



Likewise, in case of making the payment of the COMPLIANCE CHARGE for several lots in a single exhibition, a copy of the transfer receipt must be presented in each of the envelopes and the amount must cover at least 10% of the total of the offers presented.

The number of sealed envelopes with an OFFER TO PURCHASE that PARTICIPANTS may present should not be greater than those that correspond according to the number of SERIOUSNESS GUARANTEES displayed.

The sealed envelopes will be sealed on the outside with a "time clock" to indicate the time of receipt.

The INSTITUTE will keep the envelopes in custody until the time the JUDGMENT is pronounced.

The reception of the documentation and information presented by the PARTICIPANTS will not imply acceptance by the INSTITUTE, nor the recognition of its validity, since they will be subject to review in the Opening Act of PURCHASE OFFERS, leaving the INSTITUTE empowered to disqualify PARTICIPANTS whose documentation or information is not truthful or does not meet the legal requirements and other established requirements.

Once the reception of the sealed envelopes has been completed, they will be opened immediately and the PURCHASE OFFERS will be read aloud. PURCHASE OFFERS that do not meet the requirements set forth in the BASES OF SALE will be discarded.

The JUDGMENT will be issued at the same Public Bidding Board or within 3 days after it, awarding the LOTS to the PARTICIPANTS who meet all the requirements set forth in the BASES OF SALE and submit the highest PURCHASE OFFER, as long as this is equal to or greater than the BASE SALE PRICE. If there is a tie in the PURCHASE OFFERS, the LOT will be awarded to the PARTICIPANT who has submitted his PURCHASE OFFER first in time. If PURCHASE OFFERS for the same amount are presented at the same time, the WINNER will be declared by raffle.

Once the JUDGMENT has been issued, the SERIOUSNESS GUARANTEE and the PERFORMANCE GUARANTEE of those PARTICIPANTS to whom LOTS have been awarded, will be applied as part of the SALE PRICE. On the other hand, after the FAILURE, the GUARANTEES OF SERIOUSNESS and GUARANTEES OF COMPLIANCE OF the PARTICIPANTS that are not WINNERS will be returned: i) the checks of the PARTICIPANTS that are not WINNERS may be collected on the 6th floor of the offices INSTITUTE headquarters in Mexico City, located at Avenida Insurgentes Sur number 1931, Guadalupe Inn neighborhood, postal code 01020, Álvaro Obregón Mayor's Office or at the addresses indicated on the website: <http://subastas.indep.gob.mx>, depending on where they have been delivered, either by the PARTICIPANT or his LEGAL REPRESENTATIVE or previously accredited AGENT; and, ii) if the SERIOUSNESS GUARANTEE (s) have been submitted by electronic bank transfer, once the identification and accounting reconciliation process has been concluded, its amount will be returned to the bank account that you registered for your participation in the event.

Since for this event the possibility of awarding the asset to the participant who has submitted the second highest purchase offer that has not been disqualified is contemplated, in accordance with the provisions of the first paragraph of article 51 of the LFAEBSP, the INDEP will retain the GUARANTEES OF SERIOUSNESS and GUARANTEES OF COMPLIANCE to the PARTICIPANT who has been in second place in accordance with the provisions of paragraph III of numeral 14 ANALYSIS OF PURCHASE OFFERS AND CRITERIA FOR THEIR EVALUATION of these bases, in order to make them effective in the event that the WINNER does not comply with the payment of the sale price in the established periods and accepts the award notification in the second place.

The FAILURE of the Public Bid for movable property **LPBM N ° 7/21, will take all its effects as of December 6, 2021, due to the Banking schedules to account for the terms of the corresponding Payments**, in accordance with the last paragraph of the Article 38 of LFAEBSP.

The WINNER will be retained the SERIOUSNESS and COMPLIANCE GUARANTEES, the first becoming a complement to the second and will remain in their favor until the deadline for making the payments of the SALE PRICE expires, being applied as part of the latter upon completion of the payment. or they will be applied as a



conventional penalty in favor of the INSTITUTE in case it is breached, in accordance with the provisions of the BASES OF SALE.

The INSTITUTE will not pay interest, update or any other amount or concept on the amount deposited by the GUARANTEES OF SERIOUSNESS or the GUARANTEES OF COMPLIANCE, nor by the amounts for the payment of the LOTS, for the period in which they are withheld.

The Notary Public who, where appropriate, participates to attest to the act and the representative of the INSTITUTE designated to do so, will sign the sealed envelopes containing the PURCHASE OFFERS at the time they are received.

The INSTITUTE will keep the envelopes in custody until the time the JUDGMENT is pronounced.

The presentation of the PURCHASE OFFER (s) must be by the LOT (S) indicated and will imply the following for the PARTICIPANT:

- The obligation to comply with the same (s), as well as with the provisions of the CALL, the BASES OF SALE, its Annexes and applicable regulations and rules. Once the PURCHASE OFFER (s) has been submitted (s) may not be withdrawn from the Public Bid.
- Acceptance of all obligations, rights, costs and risks derived from the LOTS.

14. OPENING OF PURCHASE OFFERS. Once the reception of the PURCHASE OFFERS is concluded, the official declaration of the beginning of the PURCHASE OFFER OPENING ACT will be made and the following will be done:

An explanation of the mechanics of the event will be given and presented to the members of the presidium.

The mechanics of the event will be as follows:

- I. The driver of the event will ask, if necessary, the Notary Public or the INSTITUTE Representative who received them, to make sure that the envelopes delivered by the PARTICIPANTS do not show any features of having been opened and that they are exactly the same as those received.
- II. The envelopes will be opened in the order in which they were presented.
- III. Each one of the OFFER FORMAT will be placed in a lectern so that they can be observed by all the attending public.
- IV. PURCHASE OFFERS will be read aloud.

15. ANALYSIS OF PURCHASE OFFERS AND CRITERIA FOR THEIR EVALUATION. Immediately after reading the PURCHASE OFFERS we will proceed according to the following:

- I. At the FAILURE location, it shall be verified that the OFFER FORMAT and the WARRANTY(S) OF COMPLIANCE comply with the requirements and content established in these RULES OF SALE.
- II. Each LOT will be awarded to the PARTICIPANT:
 - Fulfilled all the requirements provided in the SALES BASES;
 - Presented the highest BUYING OFFER, as long as it is equal or higher than the BASE SALE PRICE;
 - If there is a tie in the PURCHASE OFFERS, the LOT will be awarded to the PARTICIPANT who has first submitted their PURCHASE OFFER in time. If the PURCHASE OFFERS for the same amount are presented at the same time, it will be declared to the WINNER by means of a raffle;
 - PURCHASE OFFERS that do not meet the requirements set forth in the SALES BASES will be discarded, indicating this in the FAILURE report.
- III. In order for the INSTITUTE to exercise the power established in the first paragraph of article 51 of the LFAEBSP, referring to awarding the good or lot in question to the PARTICIPANT who has submitted the second highest purchase offer, which has not been disqualified, but that has been in second place, will proceed if the following conditions are met:



- That the offer submitted firmly and qualified as the highest in the first place, the Winner does not comply with its payment obligations in the terms and in the extensions established in the corresponding Bases of Sale, for which the penalties and cancellation of the operation for that PARTICIPANT.
- That once the corresponding and applied penalty is canceled and notified, the offers will be analyzed that, if applicable, have been presented in second place, and that they are classified as legal, but that they were not the highest, but with a downward differential of no more than 10 percent, with respect to the highest offer presented in the lot under analysis. If they exceed this differential, they will not be considered.
- In the event that the INSTITUTE has a second offer that complies with the previous point, an official letter will be issued by the Coordination of Marketing of Movable Property, notifying this circumstance, requesting a response within five days, counted from of receipt of the same, for which the Interested Party must be asked to confirm the payment of sufficient guarantees to prove the interest in this award in second place, as well as the ratification of the firm offer in second place, in accordance with the ruling correspondent.
- The second place or Interested Party, must answer by means of a free writing within the five days granted, the acceptance of the notification, and ratifying his firm offer, as well as the confirmation of the sufficient guarantees to support his offer that he presented in second place, of in accordance with what is stated in the BASES OF SALE. As of the reception in the official office of parts of the INSTITUTE, the document of the Interested Party, the terms established in these BASES OF SALE will run, for the purpose of making the corresponding payments, and continue with the procedures for delivery. In case of non-compliance, the established penalties will apply.
- From the foregoing and for evidence in the respective sale file, a detailed administrative record will be drawn up for the purpose of validating this award in second place.

16. CAUSES FOR WHICH THE LOTS ARE DECLARED DESERTEED. In addition to the cases in which a competent authority so determines, the INSTITUTE may declare the Public Bidding deserted, partially or totally, in the following cases

- IV. No person acquires the SALES BASES.
- V. No one registers to participate in the PURCHASE BIDDING OPENING ACT.
- VI. No PURCHASE OFFERS will be received for any LOT.
- VII. In the event that all PURCHASE OFFERS submitted are not accepted because they do not match or exceed the BASE PRICE or do not adhere to any of the requirements requested in the BASE PRICES.
- VIII. All PARTICIPANTS are disqualified.
- IX. In other cases determined by the Governing Board of INSTITUTE.

17. FAILURE (OFFICIAL RESULT OF THE EVENT): Upon completion of the evaluation of the PURCHASE OFFERS, a FAILURE will be issued in accordance with the following:

- I. The Certificate of FAILURE shall be drawn up describing the LOTS subject to this Public Bidding, indicating the name of the PARTICIPANTS, the name of the WINNERS and the amount of the PURCHASE OFFER with which they were declared WINNERS, as well as, if applicable, the disqualified PURCHASE OFFER(s) and the causes for disqualification.
- II. The Certificate of Failure will be signed by the representative of the Coordination of Commercialization of Movable Goods and by the representative of the Legal Coordination of Commercialization of INSTITUTE, as well as, if applicable, by the representatives of the Internal Control Organ in INSTITUTE and the Public Notary appointed for the event and by any other public servant appointed by INSTITUTE.



- III. A record will be kept of any events that may occur during the Presentation and Opening of BUYING OFFERS.
- IV. The Minutes of FAILURE will be disclosed to the SUBJECTS and WINNERS at the corresponding public meeting, or as indicated in the LFAEBSP in this regard.

The corresponding FAILURE, for purposes of PAYMENTS through the Mexican Financial System, will be effective as of **December 6, 2021**.

18. DATES AND FORM OF PAYMENT OF THE LOTS OF PERSONAL PROPERTY. The WINNERS shall pay the lots awarded to them within a maximum period of **10 BUSINESS DAYS**, counting from the day of the act of FAILURE, on the date indicated in the Public Bidding Calendar. **In this event no untimely payment period will be established.**

The payment of the LOTS must be made using the Payment Portal: <http://subastas.indep.gob.mx> or <http://licitacion.indep.gob.mx:450/> in the button "PAYMENTS", based on the information that INSTITUTE provides to the WINNERS, by means of a referenced deposit, through:

- I. Check payable to "**INSTITUTO PARA DEVOLVER AL PUEBLO LO ROBADO**".
- II. By electronic bank transfer through BBVA, HSBC, BANAMEX or BANORTE or,
- III. If available, by charge to a VISA or MASTER CARD debit or credit card

In no case will payments and / or deposits in cash be accepted. The WINNERS must consider the banking uses and hours, as well as the commission payments that are generated. The INSTITUTE does not assume any responsibility in the event that the payment transaction is not completed, **as well as for variations in the exchange rate, charges or commissions, incurred by participants at the time of making their deposits**, for which said Risk will be assumed at all times by the WINNER.

The WARRANTY OF SERIOUSNESS and the WARRANTY OF COMPLIANCE will be taken into account in favor of the WINNER as part of the SALES PRICE.

Each and every one of the payments must be made within the terms and term established in these BASES OF SALE, it being essential that the amounts are immediately available. The WINNER must consider the applicable **exchange rate**.

In the event that cashier's checks are purchased for the payment of the awarded **LOTS or for any other concept or conversions are made to national currency (Mexican pesos)**, they must calculate the commission or percentage that the Banking Institution will retain, as well as the rate exchange rate applicable on the day of completion of the transaction and, in general, the exchange variations that apply to the origin of the currency, in such a way that the INSTITUTE receives the corresponding amounts in full. Otherwise, the INSTITUTE will sanction them in accordance with the provisions of the LFAEBSP, the RLFAEBSP, the POBALINES and these BASES OF SALE. The INSTITUTE will in no way reimburse or carry out arrangements for the WINNER to recover or deduct the aforementioned **withholding or variations, as appropriate**.

In case that the GUARANTEE OF SERIOUSNESS and/or COMPLIANCE given by the WINNER is higher than the SALES PRICE of the awarded LOT, INSTITUTE, through the Buyer's Attention Center, will make the return for the amount corresponding to the bank account identified with the CLABE account number indicated by the WINNER, **and may request additional information at any time, which must be resolved by the PARTICIPANT or WINNER, in the form and means required, during the registration or registration process or after the FAILURE. In the case of foreign participants who make international deposits, they must consider that the deposits corresponding to returns will be made by bank transfer at the exchange rate established on the date of the return for the amount received in national currency, so that there may be variations, the which the INSTITUTE does not assume any responsibility.**

In case the WINNER does not make the total payment of the LOT(s) within the established terms, INSTITUTE will be entitled, through the Buyer's Attention Center, to cancel the award made in its favor and will proceed to apply the corresponding penalties, established in the SALES BASES.

It will be understood that the sale has all its effects until the total payment of the SALES PRICE.

19. PENALTIES AND SANCTIONS. The SUBJECTS, PARTICIPANTS and/or WINNERS and/or BUYERS, as the case may be, will be subject to penalties in accordance with the following:

- I.** When this is not done, at the latest on the date indicated in the Public Bidding Calendar or in the extraordinary period granted, the payment of the SALES PRICE, the PURCHASE OFFER will be considered unfulfilled and the SERIOUSNESS GUARANTEE and the FULFILMENT GUARANTEE will be made in favor of INSTITUTE, for the equivalent of 10% of the total amount of your PURCHASE OFFER.

The WINNER who is in the case established in the previously mentioned paragraph **I. of** this section, will additionally be prevented from participating in present and future sales procedures convened by INSTITUTE, in the following periods:

- i.** If you fail to comply with your payment obligation for the first time, you will be prevented from participating within 30 calendar days from the day the term for making payment in accordance with the SALES BASES expires;
 - ii.** If this is the second time you fail to comply with your payment obligation, you will be prevented from participating within 6 calendar months from the day the term for making payment in accordance with the SALES BASES expires;
 - iii.** If this is the third or successive occasion that you fail to comply with your payment obligation, you will be prevented from participating within 2 calendar years from the day on which the term for making the payment in accordance with the SALES BASES expired.
- II.** When they participate with fraud and/or bad faith, in a way that affects the transparency or the performance of the Public Bidding, they will be disqualified and if they are participating in an Auction, Public Bidding or Auction in progress, their participation in the same will be suspended.
- III.** When the data provided during the registration process are false, they will be disqualified and if they are participating in an Auction, Public Bidding or Auction in progress, their participation in the same will be suspended.

The PARTICIPANT or WINNER that is in any of the cases established in paragraphs **II.** and/or **III.** of this section will additionally be prevented from participating in future sales procedures called by INSTITUTE in the following periods:

- In the case of the first case (section **II.** above), they will be prevented from participating within 2 calendar years from the day the INSTITUTE learns of this circumstance.
- In the second case (section **III.** above), the participants will be prevented from participating in the same terms established in sections **i.**, **ii.** and **iii. of** this section, as from the day on which the INSTITUTE learns of such circumstance.

Non-payment will be accounted for for each LOT not paid on time, even in cases where the LOT has been awarded in the same commercial event organized by INSTITUTE.

- IV. Due to non-compliance with the delivery and withdrawal deadlines of LOTS.** When the WINNER does not withdraw the totality of the LOTS within the term established by INSTITUTE for this purpose, he will be prevented from participating in future sales procedures called by INSTITUTE, for a term of 2 calendar years, starting from the day the term for withdrawal of the goods has expired.

For the application of the penalties, the INSTITUTE will not require to practice judicial or any other kind of notification.

The count of the incidents to comply with this numeral will restart for each PARTICIPANT and/or WINNER and/or BUYER if after 2 years he has not recided, that is, if there is no other penalty within 2 years from the last penalty imposed by the INSTITUTE.

20. DELIVERY OF THE LOTS OF MOVABLE GOODS. The dates and/or deadlines for the delivery of the LOTS will be published on the website: <http://subastas.indep.gob.mx>, and for the purposes of delivery the WINNERS must contact the Buyer's Service Center at 800 523 2327.

INSTITUTE reserves the right to modify the dates and/or deadlines for the delivery of the LOTS, which will be communicated by e-mail or telephone to the WINNERS.

The physical delivery of lot 505 will be after December 23, 2021 with the possibility of being modified, the date will be informed by INDEP in coordination with the Secretariat of National Defense.



The physical delivery of lots 506 and 507 will be after December 13, 2021 with the possibility of being modified, the date will be informed by INDEP in coordination with the Secretariat of National Defense.

The WINNER (s) of the LOTS must consider that prior to the removal of the goods from the place where they are located they will have to remove the CHROMATIC that the aircraft contain, such as official shields, emblems, legends and license plates.

The CFDI of each awarded LOT will be issued only in the name of the corresponding WINNER once full payment of the LOT(s) has been received. No formalities corresponding to corrections of the CFDI will be accepted due to errors recorded in the same, after 90 calendar days after the delivery of the same, or as determined in the applicable Fiscal Miscellaneous. It is the responsibility of the PARTICIPANTS to ensure that the data they provide for registration are correct, since these will be the same data with which their CFDI is prepared, so no subsequent changes will be made for this reason.

The physical delivery of the LOTS will be made once 100% (one hundred percent) of the value of your PURCHASE OFFER has been covered, at the address where they are physically located, in coordination with INSTITUTE, so that the BUYER at his own risk can remove the LOT, for which he must not exceed the time previously established by INSTITUTE. In case the WINNER is unable to pick up the LOT acquired personally, he must grant power of attorney, so that the LEGAL REPRESENTATIVE or POWER OF ATTORNEY proceeds to pick up the LOT on his behalf.

If a period of thirty calendar days from the BUSINESS DAY following the expiration of the scheduled delivery period elapses without the BUYER having appeared to receive and fully withdraw the LOTS acquired for reasons attributable to him, without liability or judicial or administrative declaration, the INSTITUTE may cancel the sale operation of the goods not withdrawn and the price paid will not be returned and will be applied as recovery of administration expenses. The LOTS that remain at the INSTITUTE's disposal in accordance with the above may be sold again or donated or destroyed.

Once the LOT has been awarded, any storage costs incurred will be paid by the WINNER.

For the delivery referred to in the previous paragraphs, an act of delivery-reception shall be signed in which the circumstances occurring at the time shall be recorded.

When the INSTITUTE is unable to deliver one or more items or inventory numbers (SIAB register) of a LOT, the WINNER or BUYER must state such situation in writing at the time of the date scheduled for delivery and submit a request for the return of the amount paid, to the INSTITUTE's Customer Service Coordination, within a maximum period of 60 calendar days from such date. If applicable, the return will be processed only for such item(s) and not on the total of the LOT. INSTITUTE reserves the right to resolve the request and, if necessary, determine the amount to be returned in accordance with the applicable provisions.

If the WINNERS consider that there are elements to request a return, exclusively for reasons not attributable to them, they must refrain from withdrawing the goods and must submit an application for analysis within 60 calendar days, counted from the date scheduled for delivery, unless there are elements provided by the competent authority. The INSTITUTE reserves the right to resolve the application and, if appropriate, determine the amount to be returned in accordance with the applicable provisions.

21. EXPENSES AND TAXES. The expenses and fees that are required for the delivery and withdrawal of the LOTS, will be covered by the WINNER. In the case of taxes, except as established in the BASES OF SALE in this regard, these will be found out by each of the parties that cause them.

In the cases in which the WINNERS wish to export the LOTS acquired, they must pay the price offered, that is, including the corresponding Value Added Tax (VAT) in the cases in which said tax is caused; and the export procedures and expenses will be at your own expense through the corresponding trading companies and customs agencies.

When so indicated in the corresponding publication of the LOT on the website: <http://subastas.indep.gob.mx>, the debts generated up to before the award, such as storage, custody and custody, taxes or duties must be paid by THE WINNER.

The payment of debts for custody and custody, among others, generated after the scheduled delivery date of the LOTS, as well as their updates will be invariably assumed by the BUYERS, so the cancellation or refund will not proceed due to ignorance of the debts, being the responsibility of the PARTICIPANTS to investigate the amounts thereof.



All procedures and payments subsequent to the liquidation of the awarded LOTS that have to be carried out before the corresponding authorities, will be at the BUYER's expense and responsibility.

The INTERESTED PARTIES must verify in advance the upcoming maintenance required by the LOTS of their interest, since these will not be covered by the INSTITUTE nor will it be justified cause for a cancellation of the sale, since the Lots are sold in the physical and mechanical Conditions in which they are.

22. DISPUTE RESOLUTION. In the sales made in this Public Tender, the INSTITUTE will not offer guarantees on the characteristics, operation, condition, dimensions, quantities, or other aspects associated with the LOTS.

When prior to the physical delivery of the LOTS it is proven that the physical, mechanical, documentary and legal conditions with which they were offered and awarded do not correspond to their circumstances, and that this detracts from their value, the BUYERS may request that the sale be left without effects and the refund of the amount paid, the procedure of which will be carried out in accordance with the criteria and recommendations for dealing with incidents in the Marketing determined by the INSTITUTE.

Similarly, if at the time of processing post-sale or formalization procedures or applications, or previously, the INSTITUTE identifies that due to deficiencies or insufficiencies or inaccuracies in the information available in the institutional electronic control systems of the corresponding LOTS, the physical conditions, The mechanical, documentary and legal procedures with which the goods were offered and awarded do not correspond to their circumstances, producing in the commercial preparation a BASE SALE PRICE significantly lower than the one that should have been applied, upon recommendation of the INSTITUTE's Operation Committee, will be as follows The BUYER will be offered that the purchase-sale is without effects and the return of the amount paid; the BUYER may choose to maintain the purchase-sale, in which case it must cover the difference between: i) the BASE PRICE OF SALE that should have been taken as reference in the present Public Bidding if it had been issued with the correct and precise information, affecting it by the same percentage of overpricing with respect to the BASE PRICE OF SALE with which the award of the goods was made, and ii) the amount paid.

23. GENERAL INFORMATION. All the INTERESTED PARTIES, PARTICIPANTS, WINNERS and BUYERS are aware that the LFAEBSP, the RLFAEBSP, the POBALINES and other regulations and legislation applicable to the Public Bidding are of obligatory observance to them and they express their agreement to this and to the following

- I. The SALES BASES have been prepared in accordance with the LFAEBSP, the RLFAEBSP, the POBALINES and other applicable regulations.
- II. The CALL, the SALES BASES and all the documentation referred to therein, will be disseminated in Spanish and the figures expressed in the national currency of the United Mexican States. Likewise, the documentation exhibited by the INTERESTED PARTIES and PARTICIPANTS must be in Spanish or, if applicable, translated into Spanish.
- III. Neither the publication of the CALL, nor the delivery of the SALES RULES to any SUBJECT, shall be understood as an offer or promise of sale by INSTITUTE.
- IV. The INSTITUTE may suspend or cancel the Public Bidding and declare it deserted until before the act of FAILURE, without expression of cause or reason and without any responsibility, in the event of fortuitous case, force majeure; when so ordered by a judicial or administrative authority, the transferring entity or when there is a justified cause and even without the need for justification or by change of destination of the goods, and must notify the PARTICIPANTS of such situation by e-mail and/or on the website: <http://subastas.indep.gob.mx> and/or at the beginning of the act of OPENING OF PURCHASE BIDS. Likewise, INSTITUTE may withdraw from the Public Bidding any furniture or LOT, until before the act of FAILURE, without expression of cause. No expense associated with participation in the Public Bidding will be refunded.
- V. The LOTS are offered in the physical, mechanical, of maintenance, legal and documentary conditions, as well as in the place where they are, without any guarantee. Therefore, the PARTICIPANTS expressly renounce to the sanitation for the case of eviction and for hidden defects, and INSTITUTE will not accept any claim after its sale, nor will it accept any responsibility for the use that the BUYER could make of them.
- VI. In the event of any cancellation, the expenses incurred by the INSTITUTE during the sale process may be discounted and no compensation will be made.

- VII.** The BUYERS may not make any improvement or repair to the awarded LOT while it is in the warehouses or premises available to the INSTITUTE. If after the delivery of the good, the BUYER makes, by himself or through third parties, improvements, repairs, modifications or alterations to the awarded LOT and that for any reason the sale will be canceled, no claim or refund of the amount corresponding to said improvements, repairs, modifications or alterations.
- VIII.** In the event of any refund of the amount actually paid, no compensation will be applied, nor will interest or expenses or improvements incurred by the BUYER for such concepts be paid, only the amount determined by the INSTITUTE will be refunded in accordance with the applicable provisions. .
- IX.** Among others, technical data is considered: brand, unit of measure, description, function, physical state and various documentation. The INSTITUTE does not guarantee or accept subsequent claims for any technical data.
- X.** In the cases in which the WINNERS wish to export the acquired LOTS, they must pay the price offered, that is, including the corresponding Value Added Tax (VAT) in the cases in which said tax is caused; and the export procedures and expenses will be at your own expense through the corresponding trading companies and customs agencies.
- XI.** The INSTITUTE reserves the right to cancel the sale once the corresponding FAILURE has been made and even before the delivery of the LOT, in the event that for reasons beyond the INSTITUTE's control, an obstacle is identified that does not allow it to sell or deliver in the agreed conditions. In this case, the PARTICIPANT will proceed to submit a request, at the Buyers Service Center, to process the refund of the amount paid by the LOT (S) according to the buyer service procedures, without that the payment of interest or any additional amount for any concept may proceed.
- XII.** The INSTITUTE will not pay interest, update or any other amount or concept on the amount deposited by the GUARANTEES OF SERIOUSNESS, GUARANTEES OF COMPLIANCE or any other amount or concept, for the period in which they are withheld or returned.
- XIII.** Any amount that the INSTITUTE has in favor of the PARTICIPANT and / or WINNER and / or BUYER will be returned, upon written request and managed through the INSTITUTE's Customer Service Center.
- XIV.** In the event of any cancellation, the expenses incurred by INDEP during the sale process may be discounted and no compensation or payment of extra expenses such as per diem, transfers, payment of cranes, platforms, accessories, etc. will proceed.
- XV.** In the cases in which the WINNERS wish to export the LOTS acquired, they must pay the price offered, that is, including the taxes that may be caused, and the export procedures will be at their own expense.
- XVI.** The WINNER and / or BUYER expressly waives any action against what is indicated in the CALL and in these BASES OF SALE, as well as the termination of the sale made in their favor and the compensation or reduction of the amount offered for the case of a shortage, detriment or surplus, as the case may be.
- XVII.** By registering, the PARTICIPANT expresses his unconditional acceptance of what is indicated in the CALL and these BASES OF SALE, as well as its modifications, which will be made known to the PARTICIPANTS by printed and / or electronic means.
- XVIII.** The INSTITUTE may modify, limit or revoke any of the terms, conditions and deadlines provided in the CALL and in the BASES OF SALE, without any responsibility, without expression of cause, at any time and even before the Act of FAILURE. The modifications that could be made to the CALL and the BASES OF SALE will be published on the website: <http://subastas.indep.gob.mx>.
- XIX.** It is the sole responsibility of the PARTICIPANTS the decision to participate and / or present their PURCHASE OFFER in the Public Tender.
- XX.** None of the terms and conditions established in the BASES OF SALE, in the CALL, as well as the PURCHASE OFFERS that are presented, may be negotiated.
- XXI.** No public servant of the INSTITUTE or other institution can guarantee or influence the result of the Public Bid.
- XXII.** In compliance with the provisions of the Federal Law for the Prevention and Identification of Operations with Resources of Illicit Origin, the PARTICIPANTS, WINNERS and BUYERS are obliged to provide data and documents that allow their identification, as well as those who act on their behalf or have knowledge of Controlling Beneficiaries, so if the required information is not provided, the sale will be canceled without any liability for the INSTITUTE.
- XXIII.** When there is knowledge of the commission of any crime committed during the development of the Tenders or of practices contrary to commercial or commercial uses, the INSTITUTE will notify the competent Ministerial Authorities.



XXIV. All INTERESTED PARTIES are reminded that when using certified nominative or Cash Checks in this AUCTION, they must request them from the Financial Institutions in the name of the INSTITUTE TO RETURN TO THE PEOPLE WHAT IS STOLEN (other types of denominations or abbreviations will not be accepted).

XXV. Once the corresponding appraisals are received by the National Institute of Appraisals and National Assets, the INSTITUTE will publish the Base Sales Price, complying with the Preliminary Condition established in the CALL, thus recomposing the sale procedure established in article 36 of the LFAEBSP.

It is made known to the general public that, in the case of any irregularity that they come to notice, committed by public servants of the INSTITUTE, which may constitute administrative offenses in terms of the General Law of Administrative Responsibilities, they may file their complaint through the Comprehensive Citizen Complaint System (SIDECA), established by the Ministry of Public Administration, in the electronic link <https://sidec.funcionpublica.gob.mx/#/>.

The language used in this Call does not seek to generate any kind of discrimination, or mark differences between men and women, so that the references or allusions made to the male gender always represent men and women, clearly covering both sexes.

"The present BASES OF SALE are not aimed at influencing the fairness of the competition between political parties, pre-candidates and candidates. The use for purposes other than the fulfillment of the purpose of the INSTITUTE in terms of article 1 of its Law. "

If you are accredited by the BANRURAL System, the Fund for the Disincorporation of Entities, the National Bank of Domestic Trade, FIDERCA, FIFOMI, FONHAPO, BANJERCITO, BANCOMEXT or TESOFE, speed up the release of your debts. The Payment Proposal Form is available at www.gob.mx/indep/documentos/formato-propuesta-de-pago. For more information or doubts recuperación@indep.gob.mx".

24. LEGAL BASIS. These BASES OF SALE, the publication of the CALL and the BIDDING procedure are based on the provisions of articles 134 of the Political Constitution of the United Mexican States; 1, 1938, 1939, 1940 and 1946; Title Ninth, of the Federal Civil Code and its correlatives in the federative entities, 1°, 2, 31 section II, 32, 36, 38 section I and last paragraph, 38 bis, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51 and 76 of the LFAEBSP; 1, 37, 38, 39, 41, 42, 44, 45, 46, 47, 48 and 50 of the RLFAEBSP; 1, 29 and 31 of the Federal Law of Administrative Procedure; 1, 11, 14 sections I, V and VII, 73 section II and IV, 76 sections III and V, of the Organic Statute of the Institute to Return the Stolen to the People and, numerals FIRST, SECOND, THIRD, FIFTH, SEVENTH, TWENTY THIRD, Twenty-fourth, Twenty-fifth, Twenty-sixth, twenty seventh, Twenty-ninth, thirty-first, thirty-second, thirty-third, thirty-sixth, thirty-eighth, THIRTY-EIGHTH BIS, Forty-eighth, forty-ninth, fifty-first, fifty-second, FIFTY-FOUR, SIXTY and SIXTY FIRST of the POBALINES.

INSTITUTE's headquarters are located at Avenida Insurgentes Sur number 1931, colonia Guadalupe Inn, zip code 01020, Alvaro Obregon, in Mexico City.

Mexico City, November 12, 2021
REPRESENTATIVE OF THE INSTITUTE

APPROVED

Olivia Fonseca Miranda

COORDINATOR OF MARKETING OF MOVABLE PROPERTY

SUBASTAS INDEP



CÉDULA DE OFERTA

NÚMERO DE BASE:

 NOMBRE DEL PARTICIPANTE O
 REPRESENTANTE LEGAL (EN SU CASO):

NÚMERO DE LOTE:

OFERTA \$

FIRMA DEL PARTICIPANTE O REPRESENTANTE LEGAL

Manifiesto bajo protesta de decir verdad que, al momento de suscribir la presente Cédula de Oferta, no me encuentro en algún supuesto del Artículo 32 de la LFAEBSP, y tengo conocimiento y acepto todas y cada una de las condiciones y obligaciones establecidas en la CONVOCATORIA, BASES DE VENTA y sus Anexos.

Así mismo, conozco todos y cada una de las modificaciones realizadas a la CONVOCATORIA y/o a las BASES DE VENTA y acepto que fueron hechas de mi conocimiento.

Así mismo manifiesto que:

Cuento con las facultades necesarias para suscribir, presentar y cumplir con los términos de esta OFERTA DE COMPRA.

No he actuado en conjunto con cualquier otro INTERESADO, PARTICIPANTE o Tercero con el objeto de causar un detrimento al INDEP, o por otras razones.

Los fondos para el pago del importe de la OFERTA DE COMPRA, no proceden de actividades ilícitas.

He realizado las investigaciones necesarias y convenientes respecto de los LOTES, que pudieran afectar su valor, exigibilidad o posibilidad de enajenación.

En la decisión de presentar la OFERTA DE COMPRA, no ha influido declaración alguna del INDEP, expresa o implícita, respecto a dichos asuntos.



APPENDIX No. 2
FORMAT FOR ADDITIONAL INFORMATION REQUIRED TO PARTICIPATE

MORAL PERSONS:

CONCEPT	DESCRIPTION
Data of the legal entity	
Date of constitution year/month/day.	A A A A M M D D
Country of nationality. Foreign address of a legal entity.	
Country where the address is located.	
State, province, department or similar political subdivision as appropriate.	
Data of the telephone number of the domicile of the moral person. Country data.	
Data of the REPRESENTATIVE or legal representative or person who performs the act or operation on behalf of the legal entity.	
Name(s).	
Last name of the father. Mother's surname.	
Date of Birth (8 Digits) year/month/day	A A A A M M D D
Federal Taxpayer Registry (RFC) (13 Digits). Unique Population Registration Key (CURP) (18 digits).	
Type of valid identification (IFE, passport or professional card).	
Identification, if the type of identification is different from the above. Authority that issues the identification.	
Identification number.	
REPRESENTATIVE or POWER OF ATTORNEY telephone number.	
Country (foreigners). Long Distance Key (Area Code) and Telephone Number; extension if applicable.	
E-mail.	

I declare under the penalty of perjury of telling the truth in the name and on behalf of the company: _____ That the data provided in this procedure and which will be part of the Single Identification File of this operation, corresponds to the official documentation through which the legal existence of the legal entity participating in this event and which I represent is accredited. I also declare that the entity I represent is the direct beneficiary and that it does not act, nor do I have any knowledge of the existence of another possible acquirer or beneficiary, be it an individual or a legal entity.

Mexico City, ____ from 2021

(name and signature)

FORMAT FOR ADDITIONAL INFORMATION REQUIRED TO PARTICIPATE
NATURAL PERSONS (BENEFICIARY):

CONCEPT	DESCRIPTION
PARTICIPANT'S DATA:	
Unique Population Registration Key 18 Digits	
Nationality.	
Country of birth.	
Economic activity or occupation.	
Authority that issues the identification.	
Identification number.	
Type of identification in force	
IFE, passport (national and foreign), professional card, FM3 and FM4 (foreigners).	

I declare under protest that the data provided in this procedure and that will be part of the Single Identification File of this operation, correspond to the official documentation through which I can be identified, likewise I declare that I am the direct beneficiary and that I do not act, nor have knowledge of the existence of a possible acquirer or beneficiary different from myself.

Mexico City, ___ of **2021**.

 (name and signature)

FORMAT FOR ADDITIONAL INFORMATION REQUIRED TO PARTICIPATE
NATURAL PERSONS (REPRESENTATIVE):

CONCEPT	DESCRIPTION
PARTICIPANT'S DATA: Unique Population Registration Key (CURP) 18 Digits. Nationality. Country of birth. Economic activity or occupation. Authority that issues the identification. Identification number.	
Type of identification in force IFE, passport (national and foreign), professional card, FM3 and FM4 (foreigners).	

I declare under protest that the data provided in this procedure and that will be part of the Sole Identification File of this operation, correspond to the official documentation through which I can be identified, likewise I declare that I am the LEGAL REPRESENTATIVE of the direct beneficiary and that I act, with the knowledge of a possible acquirer or beneficiary different from myself.

Mexico City, ___ of **2021**

 (name and signature)



FORMAT FOR ADDITIONAL INFORMATION REQUIRED TO PARTICIPATE

TRUSTED:

CONCEPT	DESCRIPTION
Data of the person in the case of trusts.	
Name or company name of the Trustee.	
Federal Taxpayer Registry (RFC) of the Trust 12 digits.	
Number, reference or identifier of the Trust.	
Legal Representative or Trustee who performs the act or operation on behalf of the Trust.	
Name.	
Last name of the father.	
Mother's surname.	
Date of birth	
Federal Taxpayer Registry (RFC) 13 digits.	
Unique population registration key (CURP) 18 digits.	
Type of identification in force	
IFE, passport (national and foreign), professional card, FM3 and FM4 (foreigners).	
Identification, if the type of identification is other.	
Authority that issues the identification.	
Identification number.	

Manifiesto under protest of telling the truth in the name and on behalf of the Trust: _____ I declare, under protest of truth on behalf of the Trust, that the information provided in this procedure and which will be part of the Sole Identification File of this operation, corresponds to the official documentation through which the legal existence of the Trust participating in this event and which I represent is accredited. I also declare that my represented party is the Grantor and/or Trust Beneficiary and that I have no knowledge of the existence of another possible acquirer or beneficiary, be it an individual or a corporation.

Mexico City, at ____ **from 2021**

(name and signature)



Annex No. 3
PHOTO REQUEST FORMAT

Date // 2021

HEADQUARTERS: Mexico City

Date of the Public Bidding: December 3, 2021

Name of the SUBJECT, PARTICIPANT, or LEGAL REPRESENTATIVE or POWER OF ATTORNEY

E-mail:

Phone number:

Number of LOT	Number good SIAB	Description	Comments

The additional photographs of the LOTS subject of the Public Bidding (Closed Envelope Auction) may only be requested by the INTERESTED PARTIES or PARTICIPANTS during the eye visit, by delivering this format to the INSTITUTE staff that accompanies them during the visit. The photographs will be taken by INSTITUTE's personnel and will be added before the FAILURE, to the photographic memory of the respective LOT, in the website: <http://subastas.indep.gob.mx>.

Eye Visit Manager
Name and signature

PARTICIPANT, INTERESTED PARTY or
LEGAL REPRESENTATIVE or POWER OF
ATTORNEY
Name and signature

Anexo No. 4

REGULATION OF THE DATA ROOM

1. INTRODUCTION.

The purpose of this document is to regulate the operation of the DATA ROOM and / or Electronic File that contains the information of the files of this Public Tender., It applies in the event that the INTERESTED PARTY attends physically or that the available information is sent via email, previously requested to the email bases@indep.gob.mx.

This Regulation must be observed and signed to enter the DATA ROOM and / or Electronic File, by the INTERESTED PARTIES who acquired the BASES OF SALE and / or presented their Guarantee of Seriousness and their authorized personnel, as well as by the internal personnel that operates and provides the same services.

Failure to observe these Regulations will prevent entry into the facilities in future occasions, the disqualification of the Interested Parties and, for the PARTICIPANTS, the cancellation of their registration.

2.- GENERAL RULES

All INTERESTED PARTIES who acquired the BASES OF SALE and / or presented their Guarantee of Seriousness will enjoy the same rights and access to the information that makes up the DATA ROOM.

The INTERESTED PARTIES who enter the DATA ROOM, must channel their requirements and requests with the personnel designated in the Coordination of Marketing of Movable Property of the INSTITUTE or to the email bases@indep.gob.mx.

Any modification or update made to the DATA ROOM will be notified to the email provided by those who have acquired the BASES OF SALE and / or presented their Guarantee of Seriousness in their registration.

3.- THE DATA ROOM

The DATA ROOM will allow the INTERESTED PARTIES or the persons for whom they have requested access, to consult the files of the LOTS to be sold, with the understanding that the consultations will only allow them to view the documents, without being able to print, photocopy, arrange , send, distribute or in any other way steal information.

4.- SERVICE HOURS.

The DATA ROOM will be available to the INTERESTED PARTIES, according to the "Public Bid Calendar" established in the CALL and in the BASES OF SALE.

5. ACCESS TO THE DATA ROOM. Each INTERESTED PARTY, under their responsibility, may designate a maximum of 2 (two) people to enter the facilities of the DATA ROOM at the established times. The names must be sent via email to bases@indep.gob.mx, with a list of the names of the designated persons.

All visitors must observe the registration instructions.

6.- INCOME OF EQUIPMENT AND MATERIALS.

The articles that the INTERESTED PARTIES under their responsibility, are authorized to enter the DATA ROOM are:

- a) Lap-Top computers and Lap-Top and Tablet computer cases.
- b) Blocks with sheets to take notes, pens, pens and pocket calculators.

The INTERESTED PARTIES accept that, if required by the INSTITUTE, they will allow the review of the objects and / or documents (papers) that enter the DATA ROOM.

7.- CONDUCT INSIDE THE FACILITIES AND COMMUNICATION OUTSIDE.

The practices and behaviors described below are prohibited:

- a) Copying or faithful, partial or total reproduction, of the information by any means.
- b) Entry of unauthorized personnel to areas that are considered restricted.
- c) Any behavior, practice or attitude that is outside the law, or that contravenes the guidelines established in these Regulations.
- d) Attitudes that may be considered scandalous or offensive.
- e) Communications with the outside using equipment or accessories for data transmission.
- f) Consumption of food and beverages.

8.- COMMUNICATION ABROAD. Communication abroad is allowed, as long as it does not involve the transfer of data or images.

Acceptance

Name y Signature



Annex No. 5

ACCEPTANCE FORM

Date / /2021

HEADQUARTERS: | Mexico City

Date of the Public
Bidding:

December 3, 2021

Manifiesto under protest to tell the truth that:

1. I received the Participation Bases No. ____ corresponding to the Public Bidding for LPBM Furniture No. 1/21.
2. That I know and accept the terms and/or conditions established in the CALL and in the SALES BASIS, the Portal and, if applicable, the MODIFICATIONS.

Likewise, I ratify that;

1. That I am not prevented from participating in the Public Bidding according to the assumptions indicated by Article 32 of the LFAEBSP.
2. That at the date of the Public Bidding there is no Controlling Beneficiary in terms of the Federal Law for the Prevention and Identification of Operations with Resources of Illicit Origin.
3. That the information provided during my registration is correct and that it supports the proper identification in the operations that could be Vulnerable Activities in terms of the law.
4. That, in case you are acting as LEGAL REPRESENTATIVE or POWER OF ATTORNEY, the power of attorney presented to you has not been limited or revoked in any way.

**Name, Date Signature of Receipt and
 Agreement by PARTICIPANT**