

SPECIFIC ADMINISTRATIVE CONDITIONS FOR THE PROCUREMENT OF SERVICES TO DEVELOP AND IMPLEMENT A STRATEGY FOR INTERNATIONAL LOBBYING AND TO ADVISE ON THE DRAFTING OF INTERNATIONAL PROPOSALS BY THE INSTITUTE OF NEUROSCIENCES OF THE UNIVERSITY OF BARCELONA THROUGH THE ABBREVIATED SIMPLIFIED OPEN PROCEDURE (ARTICLE 159.6 OF THE LAW ON PUBLIC SECTOR CONTRACTS - LCSP)

TENDER FILE 2022/200

TENDER SUMMARY

A. Subject

A.1 Description: The purpose of this contract is to procure the services of a highly qualified company, that:

1. Can develop a strategy to help the Institute position itself by means of international lobbying (especially on a European scale).
2. Can assist the Institute in implementing the strategy once it has been developed.
3. Have the capacity and availability to meet the researchers, identify their profiles and make personalized proposals for the calls in which they can fit
4. Can offer personalized consulting in relation to the proposals submitted to secure international research funding for the purpose of ensuring that such proposals are competitive and stand a strong chance of being selected.

Given the large number of researchers currently employed at the Institute, it is very important that this company has the capacity to cope with a high volume of calls for research grant proposals in a limited period of time.

Because a wide range of neuroscience research is conducted at this Institute, including molecular, neurology, cognition, behaviour and mental health research, we require a wide range of experts who can provide personalized advice in all of the areas of research undertaken at the Institute. Therefore, we require a multidisciplinary company.

This service will make it easier to select the best applications for the purposes set out in the calls for public research grant proposals for Severo Ochoa Centres / Units of Excellence and María de Maeztu Units of Excellence, ref. MDM-2017-0729 (Ministry of Economy, Industry and Competitiveness / EAI). PI. Jordi Alberch Vié.

The present contract is defined as a service contract, given that the subject of the contract falls under the definition given in Article 17 of Law 9/2017, of 8 November, on public sector contracts, which transposes into Spanish legislation the directives of the European Parliament and the Council 2014/23/EU and 2014/24/EU, of 26 February 2014 (LCSP).

A.2 Lots: According to the report / explanatory memorandum of the contract, the nature of the services to be contracted requires that the contract be executed based on units in order to adequately coordinate the different services that comprise it, without any of the services provided having a substantive nature of their own that would allow it to be executed separately from the others.

A.3 CPV code: 79411000-8 General management consultancy services.



B. Financial data and availability of credit

B.1 Determination of price: Unit price.

B.2 Estimated value of the contract and calculation method used: €55,000.00 excluding VAT (with possible extension and 20% amendment for possible increased number of applications and/or lobbying services required).

B.3 Maximum tender budget: The maximum tender budget is 30,250.00 euros, of which 25,000.00 euros correspond to the taxable base and 5,250.00 euros to VAT at 21%.

For this successive-provision contract based on unit prices, this estimated budget has been determined on the basis of a market analysis.

The number of hours envisaged for this year, 2022, is 110 hours of work for all applications at a maximum unit rate of 135.00 euros/hour.

This number of hours, based on the number of applications, can be increased by up to 40 hours, either for the study of proposals or for the lobbying service.

The total amount to be periodically invoiced will depend on the billable hours for each application. The amount will equal the number of hours times the agreed upon hourly rate. The Institute will monitor and verify, together with the successful tenderer, the time spent on the different applications prior to the issuing of each invoice.

As this is a successive-provision contract, there is no commitment to procure a minimum number of services, and the maximum number of services to be procured will be up to the maximum authorized budget.

Tenderers must match or reduce their bids to these amounts. Bids submitted in excess of the prices indicated will therefore be declined.

B.4 Availability of credit

Authorization for expenditure: of 300123295 of 30 September 2022.

Exercici	Centre Gestor	Partida pressupostària	Fons	Projecte	Import total
2022	2606CS01704000	D/680000700/R2021A/G00	M2RN001571	RN001571	10.000,00
2022	2606CS01704000	D/687000300/R2021G/G00		AR0RM002	15.000,00

B.5 Multiple-year file: No.

B.6 Funding / Project:

- **Institute of Neurosciences of the University of Barcelona (UBNEURO)**





Call for public research grant proposals for Severo Ochoa Centres / Units of Excellence and María de Maeztu Units of Excellence, ref. MDM-2017-0729 (Ministry of Economy, Industry and Competitiveness / EAI). PI. Jordi Alberch Vié.

C. Duration of contract / period of execution

The duration of the contract will start on the date of its formalization and continue until 31 December 2022.

Possibility and duration of extensions: It is anticipated that the contract will be extended until 31 December 2023.

D. Processing, procedure, receiving unit, contracting authority and website address – Contractor profile

D.1 Processing type: ordinary.

D.2 Contract award procedure: abbreviated simplified open.

D.3 Contracting authority: Administrator of the Centre.

D.4 Receiving unit: Institute of Neurosciences of the University of Barcelona.

D.5 Buyer profile:

<https://contractaciopublica.gencat.cat/perfil/ub>

E. Content of proposals

Tenderers must submit a single envelope or electronic file containing the following documentation:

- a. Company details and disclosure form (Appendix 1).
- b. Financial offer form and other award criteria (Appendix 2). Bid in relation to best quality-price ratio award criterion.
 - c.1 Financial offer: The tenderer will submit an overall total bid as well as a hourly rate bid (resulting from dividing the total bid by 110 hours), to which all complementary information that may be of interest is attached (Appendix 2).
 - c.2 Other assessment criteria: with regard to the proposed team to execute the project (Appendix 3):
 - a. Ability to lobby the European Commission.
 - b. Number of experts.
 - c. Multidisciplinary nature of the team, understood as expertise in different areas (life sciences, health, nutrition, technologies, etc.).
 - d. Advisory experience on public and private projects.
 - e. Offer success rate.
 - f. Previous experience in similar projects: The tenderer will provide information regarding its experience with similar projects, which will be verified when deemed necessary.

In Appendix 3, **only** documentation accrediting this technical professional solvency is to be submitted.

Accrediting documentation is understood as: qualifications or certifications from companies





that the tenderer has worked with in relation to these programmes of excellence, including the offer success rate.

F. Award criteria

F.1 Best quality-price ratio.

The best financial tender, provided it is not an abnormal or disproportionate amount, will be awarded 60 points.

The remaining tenders will be scored based on the result of the following formula:

$$P_i = 60 \times (O_e/O_f)$$

P_i = score received
60 = maximum score
 O_e = lowest tender submitted
 O_f = tender submitted

Other objective assessment criteria will be worth 40 points:

- If the tenderer is capable of lobbying the European Commission (30 points).
- Number of experts (5 points):
 - 50 or more: 5 points
 - 40–49: 4 points
 - 30–39: 3 points
 - 20–29: 2 points
 - 10–19: 1 point
- Multidisciplinary nature of the team, understood as expertise in different areas (life sciences, health, nutrition, technologies, etc.). (1 point).
- Advisory experience on public and private projects. (1 point).
- Offer success rate (2 points).
- Previous experience in similar projects: The tenderer will provide information regarding its experience with similar projects, which will be verified when deemed necessary (1 point).

The tender will be assessed based on the information included in the financial offer and the accreditation of the tenderer's professional experience.

See PPT and Appendix 3 for the financial offer form and other objective assessment criteria in the List of Specific Administrative Clauses.

F.2 Criteria for determining the existence of allegedly unusually low bids

1. Offers whose total is at least 15% less than the tender budget may be considered anomalous or disproportionate.
2. If several award criteria have been established, the thresholds and objective parameters for determining the existence of an allegedly anomalous tender will be established by means of comparison to the tender taken as a whole.



F.3 Criteria in the event of a tie

If, following analysis and scoring of each of the evaluation criteria, two or more contractors have obtained equal scores, the contract will be awarded as provided for in Article 147 of the LCSP.

G. Contract administrator

Dr Jordi Alberch Vié, director of the Institute of Neurosciences of the University of Barcelona.

H. Penalties

The provisions of Clause 14 will apply in the event of non-compliance with deadlines and/or the incorrect or defective execution of the contract.

I. Payments

I.1 Payment: Payment will be made upon issuance of the invoice for the service provided. The amount of said invoice will vary depending on the number of hours worked and will be determined by applying the unit price per hour in accordance with that established in section B of this tender summary.

I.2 Cost centre: 2606CS01704000.

J. Other obligations

The successful tenderer must honour the general obligations indicated in Clause 19 of these specific administration conditions.

K. Amendment of contract

A modification of 20% may be applied if it is necessary to evaluate more offer than initially anticipated.

L. Subcontracting

Subcontracting is not permitted.

M. Price adjustment

There will be no price adjustments, given that the base tender budget has sufficient margin of flexibility for the tenderers to formulate financially viable offers that contemplate possible variations in the cost of the service to be provided during the term of the contract, and because they are not stipulated in Article 103.2 of the LCSP.



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TENDER FILE 2022/200

I. SPECIFIC ADMINISTRATIVE CLAUSES

One. Subject of contract

1.1 The purpose of this contract is the services contract described in Section A.1 in the tender summary, and in these specific administrative clauses and technical requirements.

1.2 If indicated in Section A.2 of the tender summary, the contract may be divided into lots.

1.3 This contract falls under the Common Procurement Vocabulary (CPV) code specified in Section A.1.3 of the tender summary.

Two. Administrative requirements and suitability of contract

The administrative requirements that must be met in the contract, the suitability of the subject of the contract, the justification for the opening of the tender, the contract award criteria and all other requirements stipulated in the LCSP are duly explained in the explanatory report and full tender file.

Three. Legal framework of the contract

3.1 In accordance with Article 25 of the LCSP, this is an administrative contract and is subject with regard to its preparation, award, effects, modification and termination to the following:

- a) This list of specific administrative clauses.
- b) The list of technical prescriptions governing the procurement procedure and any additional technical documentation attached;
- c) The contract to be signed with the contractor, which must include any improvements proposed by the contractor and accepted by the UB and any modifications to the contract that have been agreed between the parties;
- d) Law 9/2017 of 8 November on public sector contracts, which transposes into Spanish law Directives 2014/23/EU and 2014/24/EU of the European Parliament and of the Council of 26 February 2014.
- e) Royal Decree 817/2009 of 8 May which partially replaces Law 30/2007 of 30 October on public sector contracts (hereinafter RD 817/2009).
- f) General Regulations of the Public Administration Contracts Act, approved by Royal Decree 1098/2001 of 12 October 2001 in all matters that have not modified or repealed the aforementioned provisions (hereinafter, RGLCAP).





g) Organic Law 3/2018, of 5 December, on protection of personal data and guarantee of digital rights.

h) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

i) Applicable national and European regulations, as established in Royal Decree 14/2019, of 31 October, on urgent matters for security purposes in matters of digital administration, public procurement and telecommunications, having regard to all legislation amending the LCSP.

j) The University of Barcelona Statute and the budget execution regulations of the University of Barcelona.

k) All general regulations governing occupational health and safety, environmental impact and industrial and intellectual property, and any other specific provisions that apply.

l) Additionally, all other applicable regulations in administrative law, in particular Law 39/2015 of 1 October, on common administrative procedures for public administrations, and Law 40/2015, of 1 October, on the legal framework of the Spanish public sector, or, where such legislation does not apply, the applicable regulations in private law.

3.2 Ignorance of the clauses of the contract in any of its terms, of the other contractual documents that form part of it or of the instructions or other rules that are applicable in the execution of the agreements made therein does not exempt the successful tenderer from the obligation to honour them.

Four. Economic details and availability of credit

4.1 The system for determining the contract price is indicated in Section B.1 of the tender summary.

4.2 The estimated value of this contract, which is calculated in accordance with Article 101 of the LCSP, is specified in Section B.2 of the tender summary.

This estimated value has been considered in selecting the tender procedure applicable to the contract and the provisions regarding its publication.

4.3 The maximum tender budget is specified in Section B.3 of the tender summary. This budget is the maximum expenditure (including VAT) that can be committed by the contracting authority under this contract, and constitutes the maximum price that can be offered by the companies bidding for this contract.

4.4 Sufficient credit is available for this procurement procedure, as specified in Section B.4 of the tender summary.

4.5 If the period of execution of the contract covers more than one financial year and expenditure is authorized on a multi-year basis, this must be stated in Section B.5 of the tender summary.

4.6 The contract price is the total established at the time of its award to the selected tenderer, in accordance with the terms of Article 102 of the LCSP.

The price is understood to include VAT; therefore, bidding companies must necessarily indicate and identify VAT as a separate entry in their financial offers.



The contract price is the award price and must include VAT as a separate item. The price includes all costs required for the correct execution of the contract, all taxes, transport, waste removal, machinery costs, cleaning, third-party damages, the application legal requirements concerning occupational health and safety, and quality control.

4.7 The financing of this contract is indicated in Section B.6 of the tender summary.

Five. Duration of contract/Period of execution

The duration, start date and conditions of this contract are specified in Section C.1 of the tender summary.

The contract may be extended if so stipulated in Section C of the tender summary. In that case, the extension will be approved by the contracting authority and will be obligatory for the contracted company, provided that it is arranged with advance notice of at least two months prior to the end of the contract. Contract extensions may never be undertaken by means of tacit agreement.

Six. Processing, procedure, receiving unit, contracting authority and website address – Contractor profile

6.1 The procurement proceedings will be processed via the procedure indicated in Sections D1 and D.2 of the tender summary.

6.2 The contracting authority in this procurement procedure is stated in Section D3 of the tender summary.

6.3 The goods described in this contractual agreement will be supplied to the unit or service specified in section D4 of the tender summary.

6.4 All information and notices relating to this contract will be published in the corporate area of the University of Barcelona website, at the address stated in Section D.5 of the tender summary.

6.5 Tenderers can request additional information about the administrative clauses and other legal or technical documents. The request for information must be submitted and responded to within the period indicated in the tender notice in the UB's buyer profile. Requests should be sent to <https://contractaciopublica.gencat.cat/perfil/ub>.

Seven. Procurement capacity

7.1 Natural or legal persons, Spanish or foreign, who meet the following conditions, are authorized to participate in this tender and to sign the corresponding contract, if awarded:

– They must have full legal personality and legal capacity, in accordance with the terms of Article 65 of the LCSP.

– In addition, tenderers must be able to demonstrate that they are not barred from entering into contractual agreements under the terms stated in Article 71 of the LCSP, which can be verified by any of the means established in Article 85 of the LCSP,

Any individual or company that submits an offer in this tender must observe the special conditions of compatibility established in Article 70 of the LCSP.

7.2 Companies must provide documentary evidence to the effect that their nature or activity is directly related to the subject of the contract, as established in their statutes or founding statements.



In addition, legal entities must have sufficient staff and materials to carry out the contracted activities correctly.

7.3 The circumstances reported in relation to the bidding company's capacity, solvency and the absence of any prohibition to tender must accurately correspond to its situation on the final date for submission of tenders and must remain true at the time the contract is formalized.

Spanish companies defined as legal individuals must accredit their legal capacity through the corresponding article of incorporation or associated amendment held by the Trade Registry, when required by trade legislation. If this documentation is not required by the Trade Registry, accreditation will be provided through the certificate of incorporation, company statutes or founding charter, which must state the regulations governing the activity of the company and be held by the corresponding official registry, if applicable. The NIF or tax code of the company must also be provided.

For Spanish companies that are natural persons, the capacity to act is evidenced by the presentation of a NIF (tax identification number).

For non-Spanish companies from Member States of the European Union or signatories of the Agreement on the European Economic Area, the capacity to act will be verified by registration in the corresponding professional or trade registers of their Member State of establishment or by submitting a sworn declaration or one of the certifications listed in Annex XI of Directive 2014/24/EU.

Foreign contractors from states outside the European Union or states not signatory to the Agreement on the European Economic Area must accredit their legal capacity to tender by providing a report issued by their national embassy or consular office in Spain that confirms inclusion in the relevant professional or trade registries in their country of origin or proof of regular professional activity in the area constituting the subject of the contract. The reciprocity report referred to in Article 68 of the LCSP must be submitted.

7.4 Tenders may not be submitted by companies that have participated in the preparation of the technical specifications or preliminary documentation of the contract, when this participation can be considered to restrict free competition or to constitute preferential treatment to that received by other tenderers.

7.5 Only the winning tenderer is required to provide documentation accrediting its procurement capacity, without prejudice to other requirements that may be imposed by the contracting authority during the tender procedure for the purposes of such accreditation.

Eight. Submission of documentation and offers

8.1 The offer must be submitted electronically using the tender preparation and presentation tool created by the Catalan Public Procurement Services Platform (hereinafter, "PCSP"), which can be accessed at the following link:

https://contractaciopublica.gencat.cat/ecofin_pscp/AppJava/accessTenderer.pscp?reqCode=inici&set-locale=ca_ES

The use of these services entails:

- Electronic preparation and submission of tenders
- Electronic storage of offers
- Opening of the tender documentation

Offers, together with mandatory documentation, must be submitted exclusively by electronic means, within the period indicated in the invitation to tender in the contractor profile through the





Tool for Preparation and Presentation of Tenders offered by the PCSP to tenderers for this purpose.

As such, parties interested in participating in this tender should register a profile in the PCSP if they have not already done so.

The electronic bid and any other supporting document must be signed electronically by any of the means approved in Article 10 of Law 39/2015, of October 1, of the common administrative procedure of public administrations

To guarantee the confidentiality of the electronic files that contain the offer until the moment they are opened, files will be encrypted at the time of submission. Once the submission has been completed, the tenderer will be provided with a time-stamped shipping receipt to download and print.

8.2 Content of the single envelope or electronic file (in accordance with Section E of the tender summary).

a) Tender information: company information and contact and registry data.

b) Tender documentation: the documentation comprising the bid must be attached.

- The following annexes must be attached in an electronically signed PDF file:

- a) Company details form (Appendix 1).
- b) Disclosure form (Appendix 2)
- c) The financial offer form and other objective assessment criteria (Appendix 3)

Companies submitting tenders must provide all documentation in Catalan or Spanish. Companies from outside Spain will submit an official translation into Catalan or Spanish of all documents.

c) Although provision of the aforementioned documentation is sufficient for participation in the tender, the proposed successful tenderer must provide documentary proof of compliance with the capacity requirements.

At any time in the procedure, the contracting authority may ask the tenderer for certificates or documents proving compliance, when this is necessary to ensure that the tender process is completed effectively.

The legal conditions for submitting a tender must be met before the end of the deadline for the submission of offers and remain fulfilled at the moment of the contract is formalized, in accordance with Article 140.4 LCSP.

Tenderers could be excluded from the tender procedure if they make false declarations of a serious nature when they complete the statement of compliance, or when they provide information required to accredit compliance with requirements. False declarations may lead to the company being forbidden to enter into contractual agreements or lead to criminal responsibility.

8.3 Each tenderer may submit no more than one offer. Any breach of this condition will result in the automatic exclusion from the procurement procedure of all offers submitted individually or jointly by the tenderer in question.

Companies that are included in the Catalan Government's Electronic Register of Bidding Companies (RELI) or the Spanish Official Register of Tenderers and Classified Companies (ROLECE) do not have to provide data that are already accredited by the registration certificate for RELI/ROLECE.





8.4 Tenderers can request additional information about the administrative clauses and other legal or technical documents through the PCSP. The request for information must be submitted and responded to within the period indicated in the tender notice in the UB's buyer profile.

8.5 Offers are confidential. On submitting offers, tenderers undertake to observe the conditions set out in these administrative clauses and the statement of compliance with all contracting requirements.

8.6 Tenderers may not withdraw their offer for a period of two months from the time the offers are opened (Article 158.4 of the LCSP). This period will be extended by fifteen (15) working days when the procedures referred to in Article 149 of the LCSP on offers with anomalous or disproportionate values must be followed. The undue withdrawal of an offer may give rise to a prohibition to tender in accordance with the provisions of Article 71.2.a of the LCSP.

Nine. Assessment criteria

9.1 Offers will be assessed to determine which is the most advantageous to the University on the basis of the criteria indicated in Section G of the tender summary.

9.2 The contracting authority may ask tenderers to clarify aspects of the tenders or contact them to correct clear material errors in the drafting of the documentation, provided that the principle of equal treatment is observed. Under no circumstances may changes be made to the general conditions of the tender.

9.3 Economic offers whose total undercuts the tender budget by the amount indicated in Section F.3 of the tender summary may be considered abnormally low or disproportionate if, having been requested to provide due explanation, the tenderer is unable to demonstrate the means by which the contract will be correctly executed for the price quoted, in accordance with the provisions made in Article 149 of the LCSP. In general, offers deemed to contain possible anomalies are rejected if they are based on assumptions or practices that are technically, economically or legally deficient.

If, however, satisfactory explanation is given, the tenderer may continue with the tender procedure.

9.4 If two or more tenderers have obtained equal total scores, the contract will be awarded according to the criteria established in Section F.4 of the tender summary.

Ten. Assessment of offers

10.1 The unit responsible for opening and assessing the offers will be the Office for Administrative Procurement (hereinafter, "OCA").

The offers will be opened by the technical unit through the PSCP, which will ensure that no offers are opened before the submission deadline; therefore, no public opening event will be held.

Once the tenders have been opened, they will be assessed in accordance with the formula and other objective criteria established in Section F of the tender summary, which will result in a tender award proposal for the tenderer that obtains the highest score.

Once the award proposal has been issued, the technical unit will proceed, at that time, to check in the Catalan and/or Spanish electronic registries of tendering companies (RELI/ROLECE) that the company is duly constituted, that the signatory of the proposal has sufficient capacity to formulate the bid and that no prohibition to tender is in place. Companies that are not registered in the RELI/ROLECE will be required to submit the necessary documentation.





If the documentation indicated in the previous section is not adequately completed within the deadline, it will be understood that the tenderer has withdrawn its tender, and in this case, the same documentation will be requested from the following tenderer, in the order in which the tenders have been ranked (Article 150.2 of the LCSP). A penalty of 3% of the base tender budget, VAT excluded, may be imposed, as set out in the terms stipulated in Article 159.4f point 4 and 159.6 of the LCSP.

In accordance with the provisions of Article 139.1 of the LCSP, submission of a offer implies the tenderer's authorization for the technical unit and the contracting authority to consult the data archived in the RELI/ROLECE registries or included on official lists of economic operators maintained by other Member States of the European Union.

10.2 If an offer is deemed potentially anomalous or disproportionate in accordance with the criteria set out in Section F.3 of the tender summary, further justification will be requested as established in Article 149.4 of the LCSP.

10.3 Should two or more offers receive the same total score, the deciding criteria established in Article 147.2 of the LCSP will be applied.

10.4 The successful tenderer will be that which has submitted the best tender in accordance with the award criteria specified in Section F of the tender summary.

10.5 All actions taken in accordance with the preceding paragraphs will be recorded in the file.

Eleven. Publication of the results of the proceedings of the contract award committee and notification of affected tenderers.

The deliberations of the contracting authority's technical services with regard to the scoring, admission or exclusion of offers will be published in the UB's buyer profile. Information that cannot be published will be excluded, in accordance with current legislation. This is without prejudice to the necessary communication or notification, as appropriate, of the tenderers concerned.

Twelve. Award and formalization of contract

12.1 Within a period of no more than five (5) days from the end of the deadline for submitting offers, the contract will be awarded to the tenderer proposed as the winning contractor, and the contract will then be formalized.

Should justification for abnormally low bids or requests for additional documentation be required, the award period may be extended, depending on the time allowed for fulfilment of these requirements.

The award must be well justified and published in the contractor profile, and the candidates or tenderers notified of the decision within fifteen (15) days.

12.2 The contracting authority may not declare a tender procedure void if an offer is admissible in accordance with the criteria set out in the tender specifications.

The decision to cancel the tender or abandon the procedure under the terms of Article 152 of the LCSP may only be taken by the contracting authority prior to award of contract. All tenderers must be notified of the decision.

12.3 This notification must contain the necessary information to enable excluded tenderers to make a sufficiently well-founded appeal against the award decision, and specifically, it must contain the information required by Article 151.2 of the LCSP.





12.4 In accordance with Article 159.6.g of the LCSP, the contract will be formalized when it is signed and accepted by the successful tenderer.

Thirteen. Execution and supervision of contract

13.1 Execution of the contract must begin on the day after it has been formalized, unless otherwise stated in the contract or in the list of specific administrative clauses.

13.2 The service must be carried out in strict compliance with the conditions set out in the list of specific administrative clauses and the technical prescriptions and in accordance with all instructions given by the University of Barcelona.

The contracting authority will be responsible for overseeing and ensuring the correct execution of the contract.

Failure to comply with the commitments to allocate human or material resources to the execution of the contract as described in the list of technical prescriptions may be cause for termination of the contract or may lead, in some cases, to the imposition of the penalties indicated in Clause 14 of the specific specific administrative conditions.

The contracting authority may establish special conditions with regard to the execution of the contract in accordance with Article 202 of the LCSP, which will be stated in paragraphs J, K and L of Clause 19 of the specific administrative conditions. The consequences of failure to meet these conditions are also stated.

13.3 The contractor must appoint a representative who will be responsible for direct dealings with the University of Barcelona. The contract administrator will perform this role for the University of Barcelona.

Fourteen. Penalties for failure to meet deadlines and for the incorrect or faulty execution of the contract.

14.1 The contractor must comply with the total period of execution and meet the partial periods of execution established in the work programme. The contractor must also execute the contract in the terms in which it is formulated, and in particular, it must honour its commitments to allocate means and the special conditions of execution set out in paragraphs J, K and L of Clause 19 of this list of specific administrative conditions.

14.2 In accordance with Article 192 et seq. of the LCSP, if a delay is suffered in either the total period of execution or any partial period of execution as a result of causes directly attributable to the contractor, the University of Barcelona may proceed to terminate the contract or impose the penalties provided for in this agreement. When penalties are imposed, the period affected by the delay will be extended. The University of Barcelona may also proceed to terminate the contract in the event of failure to comply with or incorrect execution of the service stipulated in the contractual agreement.

14.3 If the University deems that penalties are to be imposed, the appropriate administrative file must be opened and a meeting must be held with the contractor. Penalties will be imposed by deducting the stipulated sum(s) from the total or partial payments made to the contractor. If they cannot be deducted from the aforementioned payments, a claim for loss or damage will be filed.

14.4 The total amount of the penalty will include compensation for loss or damage caused by delay on the contractor's part to which the University of Barcelona may be entitled, in accordance with Article 194 of the LCSP.





14.5 If the delay in the completion of the period of execution is the result of causes not attributable to the contractor, the matter will be resolved in accordance with Article 195.2 of the LCSP.

14.6 The contractor shall be solely responsible for ensuring that there is no delay in the execution of the contract.

Fifteen. Contract administrator

In accordance with Article 62 of the LCSP, the contracting authority will appoint the contract administrator specified in Section J of the tender summary. The contract administrator will act as a technical supervisor, ensuring that the work is carried out in accordance with the terms of the agreement and working with project management to provide the contractor with instructions and directions to guarantee the correct execution of the contractual agreement and establish effective coordination between the parties involved.

Sixteen. Resolution of technical discrepancies

Disputes arising between the University of Barcelona and the contractor over the interpretation of the contractual agreement or concerning the need to modify the terms of the agreement will be resolved by inter partes proceedings, which must incorporate the steps described in Article 97 of the RGLCAP. Notwithstanding reasons relating to the public interest, and depending on the nature of the dispute, the opening of inter partes proceedings shall not automatically lead to suspension of the contract.

Seventeen. Payments to the contractor

17.1 Payment to the contractor is made within thirty calendar days, starting from the date of the document accrediting that the services have been provided and under the conditions established in Article 198 of the LCSP, in accordance with the terms stated in Section N of the tender summary. Payments will be made by bank transfer.

17.2 The contractor is entitled to receive payment for services duly supplied and formally received.

17.3 The contractor may choose to complete the work before the stipulated deadlines. However, the contractor is not entitled to receive payment in excess of the agreed annual sum.

17.4 Individual payments may be made for preliminary work if this falls within the scope of the contract, and subject to provision of a written request by the contractor.

17.5 Suppliers based in Spain who have previously delivered goods or services to the UB must issue and submit electronic invoices.

These must be submitted via the e-FACT portal (efact.eocat.cat/bustia/?emisorId=215):

- Public limited companies and private limited companies.
- Legal entities and entities without legal personality not in possession of Spanish nationality.
- Permanent establishments and branches of entities that are not based in Spain under the terms established in tax regulations.
- Temporary groups of contractors.
- Economic interest groups.





Electronic invoices must be submitted in Facturae 3.2 or Facturae 3.2.1 format and signed electronically with a third-level recognized certificate. The format specifications can be found at www.facturae.es.

Required details for electronic and non-electronic invoices	
Registered name	University of Barcelona
NIF/CIF/Id. document	ESQ0818001J
Fiscal address	Gran Via de les Corts Catalanes, 585 08007 Barcelona
DIR3 Codes	Accounting office: U00400225 Cost centre: U00400001 Processing unit: U00400001
Cost centre	as indicated in section I.2 of the tender summary
Contract number	<i>This must be stated in row 3.1.6.1.5 ReceiverContractReference in Facturae versions 3.2, 3.2.1 and 3.2.2. 2022/200</i>
Invoicing period	

Electronic invoices must be sent to the UB's electronic invoice mailbox:

<https://efact.eacat.cat/bustia/?emisorId=215>

Contractors must submit invoices within thirty days of the delivery of the service in question.

In accordance with the provisions made in Article 200 of the LCSP, and under the terms established therein, contractors may cede their rights to receivables from the University of Barcelona as provided for in law.

Eighteen. Responsibility

The contractor must ensure that the service is carried out correctly, in accordance with the terms established in this list of administrative clauses.

The contractor shall have sole liability for the execution of the contract and undertakes to provide compensation in the event of damages and losses caused to third parties as a result of the work established in the contractual agreement, unless they are directly and immediately attributable to an instruction given by the University of Barcelona.

The contractor is responsible for any defects encountered as a direct result of the services delivered found in the service delivered supplied goods during the guarantee period, except in specific cases of force majeure.

Nineteen. Special conditions of execution

The contractor is also subject to the following obligations:

- a) To comply with the provisions in force on labour, social security, occupational health and safety, occupational risk prevention, inclusion of people with disabilities, effective equality of women and men, taxation, personal data protection and environmental matters.
- b) To comply with all instructions given by the University of Barcelona concerning the technical interpretation of the contract.
- c) To provide the University of Barcelona with all necessary information on the service that is delivered.





- d) To conduct all business with the University of Barcelona deriving from the execution of the contract in Catalan. In addition, the contractor should use Catalan for all signs and notices, published documents, notifications and any other general communication deriving from the execution of the contract. In particular, all of the technical documentation required to comply with the subject of the contractual agreement must be provided in Catalan. Notwithstanding the above, the contractor undertakes to respect the obligations deriving from Law 1/1998, of 2 January, governing language policy and all provisions to that effect.
- e) To cover the following expenditure:
- the cost of all authorizations, licenses, documents (managed by the contractor) and information requested from official bodies or specific organizations.
 - all costs deriving from the management of waste generated during the execution of the contract, in accordance with environmental regulations applied in the Barcelona municipal area.
 - Payment of all taxes and public fees incurred due to current regulations applicable to the contracted work.
- f) To ensure that the required insurance coverage is in place before the contracted activities begin.
- g) To assign staff to execute the contract who have not been convicted of a crime against sexual freedom and identity that prohibits them from carrying out professions, trades or other activities that bring them into contact with minors.

Non-compliance with this obligation shall lead to termination of the contract, notwithstanding the other resulting legal consequences.

Before the start of execution of the contract, the contractor shall submit to the person appointed as contract administrator by the contracting authority a statement of compliance declaring that they hold the legally established certificates required to prove that employees who fulfil the contract can work in professions, trades or other activities that involve regular contact with minors, and have not been convicted of a crime against sexual freedom and identity.

This statement must be submitted by the contractor to the aforementioned contract administrator whenever any new staff are assigned to the execution of the contract who are in this situation.

- h) Under the terms of Article 55.2 of Law 19/2014, of 29 December, on transparency, access to public information and good governance, all tenderers and contractors must act in accordance with the following ethical principles and rules of conduct:

All participants in University of Barcelona tender proceedings must act in accordance with the law and with all applicable regulations, as well as with the University's own rules, which are the first guarantee of ethical conduct in public procurement.

All tenderers and contractors must act honestly and transparently, respecting the relevant confidentiality agreements and regulations and ensuring equal treatment, rejecting any benefit or preferential treatment resulting from direct or indirect intervention in the procurement proceedings.

All tenderers and contractors must refrain from acting in such a way that might lead to the appearance of impropriety or damage the credibility of the procurement procedure.

All contractors will strictly comply with the proposed and accepted improvements, performing their obligations in the context of the undertaken commitments, and in the expressly agreed conditions, and allowing their conduct to be guided at all times by contractual good faith.





All tenderers shall abstain from actions that are against the public interest or that are designed to or could impede, restrict, or distort free competition. Similarly, tenderers are committed to reporting irregular situations that could arise in the process of public procurement or during the execution of contracts.

All tenderers must collaborate with the contracting authority in its actions to monitor and/or assess compliance with the contract. In particular, tenderers will provide all information requested for these purposes.

The effects of non-compliance with ethical principles and codes of conduct are those set out in the applicable regulations.

- i) Upon request by the University of Barcelona, the contractor must provide all documents and/or information required to demonstrate compliance with transparency obligations, in accordance with the institutional regulations on transparency. Any such documents and/or information must be provided within fifteen (15) days of the request.
- j) The successful tenderer will assume, as a special condition of the execution of this contract, the obligation to ensure the working conditions established by the latest sectoral collective bargaining agreement in force in which the contractual service is framed and implemented to all staff providing the services laid out in this contract, without prejudice to any improvements that may be established.
- k) The tenderer shall promote stable employment, equal opportunities for men and women, and social integration of disadvantaged groups, and have the means for providing the service that is the subject of the contract.
- l) The winning tenderer shall apply criteria of equity and tax transparency in the execution of the contract. Accordingly, income or profits from this public contract must be fully declared and taxed as per the applicable legislation. In no case can a tax address be used if it is included in the list of tax havens established by the OECD or the European Commission, either directly or through subsidiary companies.
- m) In compliance with the provisions of Article 122.2 of the LCSP regarding the content of specific administrative clauses, all tenderers or contractors will adapt their business activities to adhere to the regulations in force regarding data protection.

Twenty. Modification of contract

Any planned amendments to the contract are indicated in Section K of the tender summary.

However, the contract may only be amended in the public interest in the manner provided for in Articles 203 to 207 or corresponding articles of the LCSP and other applicable regulations.

Twenty-one. Succession into position of initial contractor

21.1 If, during the procedure and before the contract is awarded, the legal personality of a tendering company is dissolved through merger, division or the transfer of business assets, the absorbing company resulting from the merger, the beneficiary of the division or the acquirer of the assets will take the original tenderer's place in the procedure, provided that it meets the criteria for legal capacity, is deemed fit to tender and can provide documentary evidence of the conditions required by this list of specific administrative conditions.

21.2 In the event of the merger, division, acquisition or transfer of a company or any of its branches, the contract will remain in force with the resulting entity. The resulting entity will subrogate



the original contractor with regard to the rights and obligations deriving from the contract, subject to the conditions stated in Article 98 of the LCSP.

The contractor must notify the University of Barcelona in writing of any change that affects its legal status, and the calculation of the legally established deadlines for payment of the corresponding invoices will be suspended until compliance with the conditions of subrogation has been verified.

If subrogation is not possible because the resulting entity to which the contract would be transferred does not meet the capacity criteria for the tender, the contract will be terminated and the cause attributable to the contractor.

Twenty-two. Cession

The contractor may transfer the rights and obligations of this contract to a third party subject to authorization by the University of Barcelona, and provided that the contract was not awarded specifically on the strength of the technical expertise of the contractor's staff. The provisions established in Article 214 of the LCSP shall apply. Any such transfer must not restrict open market competition. The contract cannot be ceded to a third party if this represents a substantial alteration in the characteristics of the contractor when these characteristics are a fundamental element of the contract.

Twenty-three. Prerogatives of the contracting authority

In accordance with the terms and scope of the LCSP, the contracting authority reserves the right to establish definitive interpretations of the contracts, resolve any doubts arising during their completion, make any modifications considered to be in the public interest, declare the responsibility of the contractor for the execution of the contract, proceed to termination in justified cases, and agree on the resolution and effects of termination.

Similarly, the contracting authority may inspect the activities undertaken by the contractor during the execution of the contract, in the periods and with the limits specified in Article 190 of the LCSP.

In procedures held for the purpose of adopting agreements regarding the prerogatives of the University, the contractor will have the opportunity to appear in accordance with the provisions of Article 191.1 of the LCSP.

The agreements adopted by the contracting authority in the exercise of the aforementioned prerogatives exhaust administrative channels and are immediately enforceable.

Twenty-four. Suspension of contract

If the University of Barcelona agrees to suspend the contract, the corresponding declaration of suspension must be provided, in accordance with the provisions in Article 208.1 of the LCSP.

In accordance with Article 103 of the RGLCAP, the declaration of suspension must be signed by a representative of the contracting authority and the contractor, and should be provided within two (2) working days of formal suspension of the contract, as of the day after this suspension is announced.

In this case, the University will provide compensation for any loss and damage incurred by the contractor as a direct result of suspension of the contract, subject to the terms established in Article 208.2 of the LCSP.

Twenty-five. Industrial and intellectual property rights



25.1 The contractor shall be liable for any claims resulting from the infringement of industrial, intellectual or commercial property rights, and must compensate the contracting body for any loss or damage derived from claims made directly against the University of Barcelona.

25.2 Any industrial or intellectual property rights deriving from the subject of this contract shall be the sole and exclusive property of the University of Barcelona, with the exception of inalienable property rights defined as such by express legal provision.

25.3 Consequently, the contractor must cede and transfer all property rights derived from the subject of this contract to the University of Barcelona, thereby foregoing the right to present claims in the event of publication, reproduction, reassembly, transformation or modification of the completed work by the University of Barcelona or associated third parties. Consideration for the transfer of rights is included in the contract price, and as such the contractor is not entitled to receive an additional sum for this service.

Twenty-six. Subcontracting

26.1 The contractor may make arrangements with other companies for the partial implementation of the services covered by this contract, in accordance with the provisions of Article 215 of the LCSP, unless otherwise indicated in section L of the tender summary.

26.2 The contractor must notify the contracting authority in writing, after the award of the contract and at the latest when it commences the execution of the contract, of its intention to subcontract, and report the part of the service it intends to subcontract and the identity, contact details and legal representative(s) of the subcontracted company. The contractor must also provide sufficient justification of the subcontracted company's aptitude to provide the services indicated by referencing the technical and human resources already available and its experience, and certifying that it is not prohibited from entering into a contract.

If the subcontracted company holds a relevant classification for the implementation of the subcontracted part of the contract, the communication of this circumstance is sufficient to prove its suitability.

26.3 The contractor must notify the contracting authority in writing of any changes to this information during the execution of the contract, and all necessary information on new subcontractors.

26.4 All subcontracts are subject to compliance with the requirements and circumstances regulated in Article 215 of the LCSP.

26.5 Infringement of the conditions established in this clause and in Article 215 of the LCSP, as well as failure to accredit the aptitude of the subcontracted company or the circumstances constituting the emergency situation or that make subcontracting an urgent matter will be grounds for termination of the contract.

26.6 Subcontracted companies are only obligated to the main contractor company, which will therefore assume full responsibility for the execution of the contract before the Administration, in accordance with these specifications and the terms of the contract, including compliance with the obligations in environmental, social or labour matters referred to in clause twenty-one of these specifications. Authorization of such agreements by the contracting authority shall not be considered as an acceptance of responsibility for subcontracted work. The contractor remains solely responsible for all work carried out by subcontractors.

Subcontractors have no direct claim against the contracting authority for the obligations contractually agreed upon with them by the contracting company as a result of the execution of the main contract and subcontracts.

26.7 The contractor(s) may in no case allocate partial execution of the contract to companies or individuals forbidden to enter into public contracts according to applicable legal dispositions or who meet any of the criteria stated in Article 71 of the LCSP.

26.8 Payment to subcontractors and supply companies will be governed by the provisions of Articles 216 and 217 of the LCSP.

The administration will monitor the contractor's strict compliance of payment to subcontractors and supplying companies.

To this end, the contracting company must provide, upon request, a detailed list of the subcontracted or supplying companies, specifying the conditions relating to payment deadlines, and must provide proof that payment has been made on time.

Twenty-seven. Price adjustment

If price adjustment is provided for, it will be indicated in Section M of the tender summary.

Twenty-eight. Receipt and settlement

The contract shall be considered to be completed by the contractor when the entire service has been provided, in accordance with the terms of the contract and to the satisfaction of the University of the Barcelona.

In accordance with the provisions made in Article 210 of the LCSP, the University of Barcelona will issue a certificate confirming that the contractor has complied with all stipulated conditions for the correct execution of the contract. The contractor will be given instructions for the completion of any outstanding service or part of the service outlined in the contractual agreement and for the correction of any faults observed upon receipt. If the work does not comply with the terms of the contractual agreement, due to the presence of defects attributable to the contractor, formal acknowledgement of receipt may be denied. In this case, the University will refuse payment and, if applicable, will be entitled to claim for any partial payments already made.

If the technical prescriptions in the contract are not considered to have been met, the contractor will be given precise, detailed instructions on how to correct any shortfalls or defects observed. The period established for corrective actions will be specified in the written instructions.

Determination of the correct execution of the contract will require a formal act of reception and acceptance in the month after completion of the contract.

In contracts that are executed on an ongoing basis, reception shall take place upon completion of the contracted service or on expiry of the contract period.

Twenty-nine. Termination of contract: causes and effects

The causes and effects of termination of this contract are those stated in this list of administrative clauses and those stipulated in articles 211-213 of the LCSP.

In all cases, the procedure must follow the provisions established in Articles 212 and 213 of the LCSP, without prejudice to the provisions established in Article 109 of the RGLCAP.

Thirty. Appeals procedure

30.1 The contracting body will resolve all appeals regarding the interpretation, fulfilment, amendment and termination of this contract. Resolutions dictated by the contracting authority shall be considered to exhaust all administrative proceedings.

30.2 In the event of disputes arising as a result of notices, clauses, other contractual documentation, contract award agreements, administrative decisions that directly or indirectly determine the award of the contract, administrative rulings leading to suspension of the tender procedure, or administrative decisions causing irreparable damage to the legitimate rights and interests of the parties, irrespective of the immediacy, or otherwise, of execution of said decision or ruling, the interested party may also choose to open contentious administrative proceedings through the courts of Barcelona, within a period of two (2) months starting the day after notification of the decision is received, in accordance with Law 29/1998, of 13 July, governing contentious administrative jurisdiction.

30.3 Before opening legal proceedings, and in accordance with the terms set out in Article 44.6 of the LCSP, the interested parties may also choose to lodge an appeal of reversal within a period of one (1) month from the day after notification of the decision is received, in accordance with the terms established in Article 1 of Law 39/2015 of 1 October on the Legal Framework of Public Administrations and Common Administrative Procedures. Once an internal appeal has been lodged, the procedure will not be suspended under any circumstances. An administrative appeal cannot be lodged until the internal appeal has been expressly or implicitly resolved.



APPENDIX 1

COMPANY DETAILS AND DISCLOSURE FORM

Company details

Company or trade name
NIF/CIF/Id. document
Website
Registered office (street address, town/city and post code)

Details for notification purposes

Address
Town/city and post code
Telephone
Email address

Details of the representative(s)

Name and surname(s)
NIF/CIF/Id. document
Mobile telephone
Email address

Details of the document that establishes the granting of powers (for example, a notarial deed)

Document date
Duration of powers Protocol number
Notary
Notarial College

Details of the spokesperson(s)

If the company wishes to identify people other than the representative or spokesperson to communicate with the contracting authority.

Name and surname(s)
NIF/CIF/Id. document
Mobile telephone
Email address
Position in company

Authorization or communication for the receipt of electronic notifications

I am a natural person and accept to receive electronic notifications of administrative decisions relating to the tender procedure.

Legal entities are obliged to receive notifications electronically, in accordance with Article 14.2 of Law 39/2015, of 1 October, on common administrative procedures of public administrations.

State the name of the natural person or legal entity and the NIF/DNI/Id. document for the receipt and consultation of notifications, and give the email address for receiving alerts.





Name and surname(s) or natural person or name of legal entity NIF/NIE/Id. document

Email address for the receipt of electronic notification

Town/city

Date

Companies from outside Spain:

[] understands and accepts that any disputes arising directly or indirectly from the contractual agreement entered into shall be submitted to and resolved by the courts and tribunals of Spain, and expressly waive their own jurisdiction.

Companies from non-European Union member states or from countries that are not signatories to the Agreement on the European Economic Area:

[] has a report issued by their national embassy or consular office in Spain accrediting their inclusion in the relevant professional or trade registries in their country of origin or proof of regular professional activity in the area constituting the subject of the contract.

[] holds the statement of reciprocity referred to in Article 68 of the LCSP, except in the case of companies from states that have signed the World Trade Organization's Agreement on Government Procurement.

Group of contractors:

- [] The company is NOT part of a group of contractors.
[] The company is part of a group of contractors, as provided for in Article 42 of the Commercial Code, under the name....., which comprises the following companies: (indicate all of the entities in the group or add them in a separate document)

[] The company is registered and its data is current in the Electronic Register of Tendering Companies (RELI) of the Government of Catalonia or in the Spanish Official Registry of Tenderers and State Contracted Companies (ROLECE).

[] The company complies with regulations on the integration of people with disabilities. If applicable, the company states that its staff includes a number of employees with disabilities greater than 2% of the total or has adopted some of the alternative measures specified in Article 2 of Royal Decree 364/2005, of 8 April.

[] The company has drawn up and implemented an equal opportunities plan for women and men if so required by law; or has drawn up and implemented a gender equality plan, even when this is not required in law; or has not drawn up and implemented a gender equality plan, even when this is not required in law;

[] The company accredits the solvency required in the list of specific administrative clauses that it does not have in accordance with Article 75 of the LCSP:





COMPANY	CIF/Tax id.	Solvency accredited	Conformity of the company (signature and stamp)
(indicate all companies)			

And, if the contract is awarded, the subcontracted company is committed to undertaking it with the same means provided for accrediting its solvency.

The company meets all applicable occupational health and safety requirements, and all requirements outlined in current regulations governing its constitution, registration and legal operation.

The information contained in the documentation submitted in Envelope A (single) is absolutely true.

The company is up to date with all Social Security and tax payments for which it is liable, in accordance with the terms of articles 13 and 14 of Royal Decree 1098/2001, of 12 October, approving the general regulations of the Public Contracts Act.

That I authorize the contracting authority to obtain any official data or documentation required for award of the contract, if applicable, directly from the relevant administrative bodies.

Neither the company nor any of its administrators are forbidden to participate in public procurement procedures under the terms outlined in Article 71 of the LCSP.

In witness whereof and for all pertinent purposes, I hereby sign this statement of compliance in, on the date

Signature of representative.....



APPENDIX 2
**FINANCIAL OFFER AND OTHER OBJECTIVE ASSESSMENT CRITERIA
IN RELATION TO THE BEST QUALITY/PRICE RATIO**

I,, in representation of the company (*or in self-representation*), with legal address and NIF/tax registration no., declare that, being aware of the conditions and requirements to be awarded the contract for services to develop and implement a strategy for international lobbying and to advise on the drafting of international proposals by the Institute of Neurosciences of the University of Barcelona, file 2022/200, I hereby undertake on behalf of the stated company (*or on my own behalf*) to execute the contract in strict compliance with the stipulated requirements and conditions, for the total amount of:

A. ECONOMIC OFFER (60%)

Maximum unit price:

Taxable base	VAT at 21%	€/h Total

B. TENDER IN RELATION TO OTHER AUTOMATIC ASSESSMENT CRITERIA (40%)

Criteria	Accredited	Not accredited
Capacity to lobby the European Commission (up to 30 points).		
Number of experts (max. 5 points). - 50 or more: 5 points - 40–49: 4 points - 30–39: 3 points - 20–29: 2 points - 10-19: 1 point		
Multidisciplinary nature of the team, understood as expertise in different areas (life sciences, health, nutrition, technologies, etc.). (1 point).		
Advisory experience on public and private projects (1 point).		
Offer success rate (2 points).		
Previous experience in similar projects: The tenderer will provide information regarding its experience with similar projects, which will be verified when deemed necessary (1 point).		

In witness whereof and for all pertinent purposes, I hereby sign this offer in, on the date

Name:
 DNI/passport/id. document:
 Signature of representative:
 (Company stamp)

