



REAL ESTATE AND FACILITY SERVICE

Open call of tender for the provision of audio/visual equipment including installation and configuration for the Aula Magna and Immersive Room of Palazzo Buontalenti headquarter of the School of Transnational Governance

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CHAPTER I – SCOPE AND DESCRIPTION OF THE PROCUREMENT PROCEDURE

Article 1. Definitions

‘candidate’ means an economic operator that has sought an invitation;

‘contract’ means a public contract awarded by the EUI for the procurement of services/supply;

“EUI” means the European University Institute, which is the contracting authority entrusting the services that are the subject of these tender specifications to the contractor;

‘contractor’ means to the successful tenderer awarded with the contract;

‘economic operator’ can refer to a ‘work contractor’, ‘supplier’, or ‘service provider’ and means any natural or legal person or public entity or group of such persons and/or entities which offers the execution of works, the supply of products or the provision of services on the market;

‘joint tenders’ as the meaning indicated under Art. 5 below

‘subcontractor’ as the meaning indicated under Art. 6 below

‘tender’ / ‘offer’ defines the terms upon which the supplier is willing to be bound, which normally include price, date of delivery, payment terms and a description of the services/supplies/works.

‘tenderer’ means an economic operator that has submitted a tender;

‘tender specifications (TS)’ means any documents describing the needs and requirements of the EUI for the purposes of the relevant tender.

Article 2. Contracting authority

This procurement procedure is launched and managed by the *EUI*, that is the contracting authority for the purposes of this procurement procedure, through the Real Estate and Facility Service

Article 3. Subject

Subject of the contract	<p>The subject of this procurement procedure is the provision of audio/visual equipment including installation and configuration for the Aula Magna and immersive room of Palazzo Buontalenti headquarter of the School of Transnational Governance.</p> <p>Please note that this procedure relates only to the provision of equipment for these rooms and does not concern future supplies for the Institute’s other seminar rooms.</p>
Lots	This procurement procedure is not divided into lots
Type of contract	The procedure will result in the conclusion of a supply contract.

	<i>Tenderers</i> need to take full account of the provisions of the draft <i>contract</i> as the latter will define and govern the contractual relationship(s) to be established between the <i>EUI</i> and the <i>contractor(s)</i> .
Duration of the contract	The supply <i>contract</i> to be awarded shall have a duration of 1 year.
Estimated value of the contract	<p>The estimated value of the supply <i>contract</i> to be awarded is EUR 170,000.00</p> <p>These volumes are estimates only and there is no commitment as to the exact quantities to be ordered.</p> <p>The <i>EUI</i> may procure additional services from the <i>contractor</i> up to a maximum of 50% of the initial contract value.</p>
Place of performance	The supply will be undertaken at the <i>EUI's</i> premises.

Article 4. Conditions for participation to tender

If you are interested in this *contract*, you should submit a *tender* in one of the official languages of the European Union (with preference for the use of English) provided you comply with the conditions for participation to tenders as set out in Article 3.4 of President's Decision N° 19/2018 of 16 May 2018 implementing title V concerning procurement of the EUI's Financial Rules (Public Procurement Regulation), available for consultation at: <https://www.eui.eu/About/Tenders>.

Article 5. Joint Tenders

A *joint tender* is a situation where a *tender* is submitted by a group (with or without legal form) of economic operators regardless of the link they have between them. The group as a whole is considered a *tenderer*.

All members of the group assume joint and several liability towards the *EUI* for the performance of the *contract* as a whole.

Group members must appoint a Group leader and a single point of contact authorised to act on their behalf in connection with the submission of the *tender* and all relevant questions, clarification requests, notifications, etc., that may be received during the evaluation, award and until the *contract* signature.

The *joint tender* must clearly indicate the role and tasks of each member and of the Group leader who will act as the *EUI's* contact point for the *contract's* administrative or financial aspects and operational management. The Group leader will have full authority to bind the group and each of its members during *contract* execution. If the *joint tender* is successful, the *EUI* shall sign the *contract* with the Group leader, authorized by the other members to sign the *contract* on their behalf via power of attorney.

Changes in the composition of the group during the procurement procedure (after the submission deadline and before *contract* signature) shall lead to rejection of the *tender* except in case of a merger or takeover of a member of the group (universal succession), provided that the new entity has access to procurement (see Article 4) and is not in an exclusion situation, (see *Article 15*).

In any case the selection criteria must be still fulfilled by the group and the terms of the originally submitted *tender* may not be altered substantially, i.e. all the tasks assigned to the former entity must be taken over by the new entity member of the group, the change must not make the *tender* non-compliant with the *tender specifications*, and the evaluation of award criteria of the originally submitted *tender* may not be modified.

Article 6. Subcontracting

Subcontracting is the situation where the *contractor* enters into legal commitments with other *economic operators* which will perform part of the *contract* on its behalf. The *contractor* retains full liability towards the *EUI* for performance of the *contract* as a whole.

All contractual tasks may be subcontracted unless the *tender specifications* expressly reserve the execution of certain critical tasks to the sole *tenderer* itself, or in case of a *joint tender*, to a member of the group.

Tenderers are required to give an indication of the proportion of the *contract* that they intend to subcontract in the technical offer, as well as to identify and describe briefly the envisaged contractual roles/tasks of *subcontractors* meeting any of these conditions (hereafter referred to as identified *subcontractors*):

- are not in one of the exclusion situations listed in Article 15;
- on whose capacities the *tenderer* relies upon to fulfil the selection criteria as described under Article 16.
- whose individual share of the *contract*, known at the time of submission, is above 10%.

Any such *subcontractor* must provide the *tenderer* with a commitment letter signed by its authorised legal representative.

Changes concerning *subcontractors* identified in the *tender* (withdrawal/replacement of a *subcontractor*, additional subcontracting) during the procurement procedure (after the submission deadline and before *contract* signature) require the prior written approval of the *EUI* subject to the following verifications:

- any new *subcontractor* is not in an exclusion situation;
- the *tenderer* still fulfils the selection criteria and the new *subcontractor* fulfils the selection criteria applicable to it individually, if any;
- the terms of the originally submitted *tender* are not altered substantially, i.e. all the tasks assigned to the former *subcontractor* are taken over by another involved entity, the change does not make the *tender* non-compliant with the *tender specifications*, and the evaluation of award criteria of the originally submitted *tender* is not modified.

Subcontracting to *subcontractors* identified in a tender that was accepted by the *EUI* and resulted in a signed contract, is considered authorised.

CHAPTER II – TECHNICAL SPECIFICATIONS

Article 7. Description of the technical specifications

The subject of this procedure is the acquisition of the audio video material necessary to equip the auditorium of the former Court of Assizes (Aula Magna) and immersive room of Palazzo Buontalenti headquarters of the School of Transnational Governance.

The supply, the assembly and its test that are the subject of this procurement procedure, including any minimum requirements, are described in detail in the projects paper (Annex II D and Annex II E) attached to this document.

Articolo 8. Requisites and technical and functional characteristics

The equipment offered and delivered must be brand new, recently produced in all its parts and/or components, compliant with the laws or regulations governing its production and sale, and must be accompanied by the relevant instructions in English or Italian, if possible in electronic format (pdf). Used equipment cannot be offered under the tender, not even in “refurbished” or ex-demo conditions.

The Supplier must guarantee the conformity of the goods subject to the procedure with CEI or other international regulations and, in general, with the current laws, rules and technical specifications governing the components and methods of use of the same for the safety of users.

In particular, the goods supplied must respect:

- the safety requirements established in Italian Legislative Decree 81/2008;
- other safety requirements (e.g. EN60950 - EN62368) and electromagnetic emission requirements (e.g. EN55022 – EN55032 - EN61000-3) certified by bodies recognized at a European level;
- the conditions contained in EN IEC 63000 (RoHS)
- where required by current legislation, the products must be accompanied by safety data sheets compiled in compliance with EC 91/155/EEC

Articolo 9. How the service will be delivered

The purpose of this procedure is the supply, installation and configuration of the audio video equipment necessary to equip the Aula Magna and the Immersive Room of Palazzo Buontalenti, seat of the School of Transnational Governance.

The supply, assembly and configuration must meet the requirements and regulations contained in the attached audio video projects (Annex II D and Annex II E).

Articolo 10. Services included in the delivery

The services described in this paragraph, aimed at ensuring a flaw-free installation and operation of the equipment, are linked to the supply of the same and therefore must be provided by the Supplier together with the delivery in question and for the relevant fee included in the bid price.

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The technical staff who will carry out the installation, assistance and maintenance activities must possess adequate technical knowledge.

Articolo 11. Supply and preparation of wiring

The supplier shall be responsible for all audio/video/electrical wiring, sockets, plaques and anything else necessary for the installation and connection of the equipment from the network and power supply points installed by the Institute for the equipment, in both areas, according to the layout in Annexes II D and II E.

Articolo 12. Transport, delivery, installation, programming, commissioning and testing

Material must be delivered to the Palazzo Buontalenti site, which is located in a limited traffic zone in Via Cavour 65, 50121 Florence.

The Supplier shall bear all costs and expenses for transporting the equipment to the room to be used for its installation. The delivery must be made by means of suitable personnel and equipment. The Supplier shall provide for the disposal of the packaging delivered at its own expense.

The Company must provide, no later than 5 days from being awarded the contract, the delivery times of the equipment covered by this procedure as well as the timeline of installation and related testing.

Installation must be carried out by qualified technical personnel and must be completed within 10 (ten) working and consecutive days from the date of delivering the equipment, and must be carried out as reported in the attached audio video projects (Annex II D and Annex II E).

The programming of the control system must be carried out by technicians certified by the manufacturer

The supplier must make the user manuals of the equipment available, if possible in electronic format (pdf).

Testing must be carried out in the places where the equipment has been installed within 20 (twenty) natural and consecutive days from installation, on a date to be agreed with the contact person of the Institute, in the joint presence of a representative of the Supplier, the technical manager of the company which provides the Institute with audio-video assistance, and one or more representatives of the Institute.

During the testing phase, the technical-functional characteristics of the equipment declared in the Technical Offer must be demonstrated, verified, and documented, as well as the correct functioning of the same and all its components through the carrying out of tests. At the end of these tests, a copy of the configuration backup of the system and the programming file of the control system, whatever it is and free of access password must be provided.

The testing operations and the relevant results must be made available in a specific report signed by the representatives of the Supplier and the Institute, as well as by the technical

manager of the company which provides the Institute with audio-video assistance. A successful test result and the declaration of acceptance do not exempt the Supplier from any defects and imperfections that may not have emerged at the time of delivery, but are revealed when using the equipment. Any extra costs deriving from the testing and any changes necessary to ensure the perfect commissioning of the equipment and software shall be borne by the Supplier.

Articolo 13. Warranty

The equipment must be accompanied by a warranty of no less than 24 months.

The supplier guarantees the proper functioning of the goods and equipment supplied, undertaking to repair or replace them free of charge. The duration of the warranty shall begin from the date of successful testing. During the warranty period, the Supplier will be required to provide any assistance that may become necessary.

Article 14. Site inspection

Under penalty of exclusion from the procurement procedure, interested economic operators are required to carry out a site inspection to view the EUI's premises subject to the services requested in these TS, to be performed by the person of their legal representative or a person with a proxy conferred by said legal representative.

In accordance with the principle of fair and equal treatment and transparency, the site inspection can only be carried out on **07/03/2023** at **10:00** (Italian time) at **Palazzo Buontalenti, Via Cavour 65, 50121 Firenze**. For the above mentioned reasons, no other site inspection will be allowed after such date and time. Any changes to the date that may become necessary will be promptly posted on the EUI website at the following address: <https://www.eui.eu/About/Tenders>

To this end, interested economic operators are invited to send to the Real Estate Service, using the email address: inforefs@eui.eu, by **12:00** (Italian time) on **06/03/2023**, the form "Request for site inspection" (Annex II E) duly filled out and signed by the legal representative together with a copy of his/her valid identity document, or any delegation thereof in favour of third parties. The paper version of the "Request for site inspection" (Annex II F) must be delivered by the legal representative or by the person delegated to the EUI officer in charge who will accompany him/her on the day of the site inspection.

CHAPTER III – EVALUATION AND AWARD CRITERIA

The evaluation of the *tenders* that comply with the submission conditions will consist of the following elements:

- Check if the *tenderer* has access to procurement (see Article 4);
- Verification of administrative compliance (if the *tender* is drawn up in one of the official EU languages and signed by duly authorised legal representative(-s) of the *tenderer*);

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- Verification of non-exclusion of *tenderers* on the basis of the exclusion criteria;
- Selection of *tenderers* on the basis of selection criteria;
- Verification of compliance with the minimum requirements defined in the tender specifications;
- Evaluation of *tenders* on the basis of the award criteria.

The *EUI* will evaluate the abovementioned elements in the order that it considers to be the most appropriate. If the evaluation of one or more elements demonstrates that there are grounds for rejection, the *tender* will be rejected and will not be subjected to further full evaluation. The unsuccessful *tenderers* will be informed of the ground for rejection without being given feedback on the non-assessed content of their *tenders*. Only *tenderer(s)* for whom the verification of all elements did not reveal grounds for rejection can be awarded the *contract*.

The evaluation will be based on the information and evidence contained in the *tenders* and, if applicable, on additional information and evidence provided at the request of the *EUI* during the procedure. If any of the declarations or information provided proves to be false, the *EUI* may impose administrative sanctions (exclusion or financial penalties) on the entity providing the false declarations/information.

For the purposes of the evaluation related to exclusion and selection criteria the *EUI* may also refer to publicly available information, in particular evidence that it can access on a national database free of charge.

Article 15. Exclusion criteria

The *tenderer* must not be in one of the exclusion situations listed below:

- a. is bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b. has been convicted of an offence concerning their grave professional conduct by a final judgment of a competent judicial authority or administrative decision or decisions of international organisations;
- c. is not in compliance with the obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of Italy being the country of establishment of the *EUI* or those of the country where the contract is to be performed. This breach needs to have been established by a judgment or administrative decision having final and binding effect in accordance with the legal provisions of the country in which the economic operator is established or of those of Italy being the country of establishment of the *EUI*;
- d. has been the subject of a final judgment for fraud, corruption, involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or other forms of trafficking in human beings or any other illegal activity, where such illegal activity is detrimental to the *EUI*'s financial interests;

- e. has been in serious breach of a contract financed by the *EUI* or have been the subject of an offense of serious irregularity established by a final judgment of a competent judicial authority or administrative decision;
- f. is subject to an administrative penalty for being guilty of grave professional misconduct, or of having made substantial errors or committed irregularities or fraud, or have been declared to be in breach of their obligations under contracts covered by the *EUI*'s budget (Article 41 of the *EUI*'s Public Procurement Regulation (President's Decision No. 19/2018 of 16th May 2018)).

In addition to the above, *contracts* cannot be awarded to a *tenderer* [*candidate*] who, during the procurement procedure, is proven to be:

- g. subject to a conflict of interest in connection with the *contract* which cannot be effectively remedied by other less intrusive measures;
- h. guilty of misrepresentation in supplying the information required by the *EUI* as a condition of participation in the *contract* procedure or fail to supply this information.

Evidence requested:

The *tenderer* must certify that it is not in one of the exclusion situations by providing in the *tender* a signed and dated Declaration on Honour available in Annex II A. In case of a consortium/*joint tender* or in case of subcontracting, such declaration on honour should be included in the offer for each member of the *joint tender*/consortium and for each identified *subcontractor*.

In addition, the successful *tenderer* shall provide, within 15 days following notification of award and preceding the signature of the *contract*, the following documentary proofs to confirm the declaration referred to above:

- for points (a), (b), (d) and (e): a recent extract from the judicial record of the legal representative of the *economic operator* that submitted the *tender* or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied;
- for the situation described in point (c) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the *tenderer* is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

For any of the situations (a), (b), (d) or (e), where any document described in the paragraph above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

The *EUI* reserves the right to verify the information and to request further supporting evidence prior to the signature of the *contract*.

In the event that the successful *tenderer* does not promptly execute the fulfilment of the above, fails to present all documentation requested or does not provide proof of possession of all requirements declared in the *tender*, as well as if any checks reveal failure of compliance with the declarations submitted during the tendering period, the *EUI* reserves the right to declare a

compliance failure and to award the procedure to the following *tenderer* in the list or to launch a new procurement procedure.

Article 16. Selection criteria

General requirements:

The *tenderer* must have the following minimum requirements to perform the *contract*:

- a) being compliant with obligations relating to the payment of social security contributions for workers, according to the current legislation, and application of employment conditions envisaged in the sector's national collective labour agreement;
- b) being compliant with the current labour laws and regulations;
- c) being compliant with the current health and safety laws and regulations;
- d) being compliant with the current environmental laws and regulations;

Economic and financial capacity:

- e) being in a stable financial position (financial viability) → possession of 2 (two) bank references issued by major banks or authorised dated after the invitation to the present invitation letter, in which it is shown that the *economic operator* has always met its commitments with regularity and punctuality and to be in possession of the economic and financial capacity to perform the services forming the subject of the *tender*. The *EUI* can accept only one bank reference if it is duly justified by the *tenderer*;
- f) having generated a minimum turnover in the last 3 (three) financial years for which accounts have been closed (2020-2021-2022) of at least EUR 200,000.00;
- g) providing the financial statements, the last three years for which accounts have been closed (2020-2021-2022);

Technical and professional requirements:

- h) being authorised to perform the *contract* under national law, as evidenced indicatively by inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organisation, or entry in the value added tax (hereinafter 'VAT') register;

- **Evidence to be submitted with the tender as part of Envelope n.1 – Administrative Documents (please, for more details, see point 3 of the letter of invitation to tender):**
- 2 (two) bank references;
- a document attesting that the *tenderer* had a minimum annual turnover in the last 3 (three) financial years for which accounts have been closed (2020-2021-2022) of at least EUR 200.000,00 (two hundred thousand);
- evidence that the *tenderer* is included in a trade or professional register and entry in the value added tax register.

In the case of a Temporary Group of Companies (joint tender) and/or consortium, please specify which of the above mentioned requirement(s) must be possessed by each one of the members making up the grouping and/or consortium and which one(s) will be verified considering the TGC and/or consortium as a single entity and modify accordingly the blue box above

The *EUI* reserves the right to perform sample checks in order to verify the accuracy of the statements submitted by *tenderers*.

Tenderers that are not compliant with the applicable minimum requirements shall be rejected.

Article 17. Award criteria

Only the *tenders* submitted by *tenderers* meeting the requirements of the exclusion and selection criteria will be evaluated in terms of quality and price. The *contract* shall be awarded according to the “**most economically advantageous tender**” criterion following the assessment of the best quality/price ratio made by the competent evaluation committee which will assign a score to each *tender* to a maximum of 100 points, based on the following parameters:

MAXIMUM SCORE	
Technical and quality evaluation	30/100
Economical evaluation (price)	70/100

The total score of the *tender* shall be the sum of the technical and financial score obtained.

The *tenderer* obtaining the highest overall score shall be awarded with the *contract*.

A - Allocation of points for technical and quality evaluation criteria

To each criterion will be assigned a certain weight, with the maximum amount being equal to 30 points, which, multiplied by the coefficient of quality assigned at the discretion of the evaluation committee (between 0 and 1, as shown in Table II), will determine the score assigned to each *tender*, as indicated in the following Table I.

The *tenderer* shall submit technical *offer* using the form Annex II B.

Table I			
TECHNICAL AND QUALITY ASPECTS TO BE EVALUATED			Maximum Score
A1	Quality and characteristics of the equipment offered		<u>30</u>
	The technical score (max of 3 points) will be assigned based on the technical sheets of the following equipment (<i>for more details on the technical characteristics of the equipment, refer to the descriptions in the technical offer form</i>):		
	AM.A1	Laser LCD video projector 1920x1200	3
	AM.A3	Laser LCD video projector 920x1200	3
	AM.A4	Optics for laser video projector - projection ratio 0.8 1.0:1	3
	AM.A6	Video matrix 16 HDMI	3
	IR.A8	Ceiling Array Microphone	3

AM.A7 /IR.A2	Audio matrix 12Mic/line DANTE Protocol Stack	3	
AM.A15 /IR.A10	USB streaming camera 3840x2160 with remote control RS422	3	
AM.A16 /IR.A12	65' interactive display resolution 3840x2160 size 1522.4x897.10x62.9mm.	3	
AM.C1 /IR.C1	Wide-screen active-matrix colour display table top touch screen	3	
AM.C2 /IR.C2	Processor 4-series controller 2GB SDRAM 8 GB flash memory	3	

In the case of award, the entire technical offer shall complete the tender specifications and shall form part of the contract.

It should be noted that the coefficients of quality will be attributed on the basis as set out in Table II:

TABLE II		
EVALUATION	JUDGMENT	COEFFICIENT
GREAT	Well-structured technical offer that develops the requested project in a clear, precise and in-depth manner, adding additional value in respect to the expectations of the EUI.	1.00
GOOD	Suitable technical offer that develops the topic with no particular insights.	0.80
ADEQUATE	Well-organized project in line with the Client's expectations	0.60
SUFFICIENT	Acceptable technical offer but poorly structured with limited application to the provisions of the tender specifications.	0.40
LOW	Mediocre project that is not sufficiently developed.	0.20
INSUFFICIENT	Insufficient project technical offer that is generic and inadequate.	0.00

B - Allocation of points for financial evaluation criteria

The maximum points available for the price (70 points) shall be assigned to the tender proposing the best price.

The other tenders shall be given scores (rounded to two decimal places, if necessary) proportional to the ratio between the best price offered and that offered by each tenderer.

$$P = 70 \times \frac{\text{Best price offered}}{\text{Price offered}}$$

P = points assigned to the tender.

The price considered for evaluation will be the total price of the supply as specified in the offer form (Annex II C)

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The *tenderer* shall submit a financial *offer* using the form Annex II C.

CHAPTER IV - FINAL PROVISIONS

Article 18. Requirements for the signature of the contract

The successful tenderer, within the date to be communicated by the EUI, must submit the following documents before the signature of the contract:

- a copy of the full criminal record of the legal representative of the successful tenderer;

Please note that should the successful tenderer fail to submit the documents outlined above in due time or, upon testing, is found not to be in compliance with the declarations submitted in the tender, the EUI reserves the right to award the contract to the following tenderer in the ranking or to launch a new call for tender.

Article 19. Contract management

For the *EUI*, the reference persons for the *contract* management is/are the following:

- the Director of Real Estate and Facilities Service.
- the person appointed by the Director of the Real Estate and Facilities Service to manage the service.

Article 20. List of tender documents

The tender documents of the present procurement procedure are composed of the draft contract, the invitation letter, these *tender specifications* - TS (Annex I) and the contractor's *tender* (Annex II), including the following annexes:

- Annex II A – Declaration on honour;
- Annex II B – Technical *offer*;
- Annex II C – Financial *offer*.
- Annex II D – Aula Magna audio/video project
- Annex II E – Immersive room audio/video project
- Annex II F – Request of inspection