



AGENZIA DEL DEMANIO

## CALL FOR TENDERS' GUIDE

November 2023

*Tendering procedures for the concession of public properties for  
redevelopment concession/rental pursuant to Art. 3-bis of  
Legislative Decree no. 351/2001, converted into Law no. 410/2001*

**V**ALORE **P**AESE  
ITALIA

## CONTENTS

<b>SECTION I: THE PROGRAMME</b> .....	<b>7</b>
1. What are Network Projects and Valore Paese Italia (VPI)?.....	8
2. What are the objectives of the programme?.....	8
3. How are the properties awarded?.....	8
4. For 2023 edition, what are the programme's implementation methods? .....	8
5. What is the difference between concession and location?.....	8
6. Where and how to find the information and the documentation related to the programme. ....	9
7. Is the programme partaken also by other owning/managing Public Bodies? .....	9
8. Where to find more information on the properties owned/managed by other Public Bodies. ....	9
<b>SECTION II: INVITATIONS TO TENDER</b> .....	<b>10</b>
1. How many tendering procedures initiated by the Local Directorates of the State Property Office for redevelopment concession/rental are there? .....	11
2. What are the tendering documents? .....	11
3. What type of assets are included in the invitations to tender issued by the State Property Office?.....	11
4. Which assets will be destined for redevelopment concession and which ones for redevelopment rental?.....	12
5. Where to find information on the properties .....	12
6. What is the <i>Information Memorandum</i> ? .....	12
7. Is it possible to ask for further additional information and/or explanations on the content of the documents to the Tender Manager? .....	12
8. What are the deadlines for submitting any eventual request to the Tender Manager? .....	13
9. What is the Tender Manager's deadline for answering any eventual request? .....	13
<b>SECTION III: IDENTIFICATION OF ASSETS HELD FOR CONCESSION/RENTAL</b> .....	<b>14</b>
1. For the purpose of participating in the regional procedure, is it necessary to indicate a specific asset?.....	15
2. Are there any limitations to the participation to regional calls for tenders? .....	15
3. For how many properties, in the context of the same regional tendering procedure, can applicants lodge their application to tender?.....	15
4. In the event of multiple participations within the same regional call, how should the tender be prepared?15	
5. Are there any limitations to the tenders' presentation?.....	15
6. When the properties are subject to invitations to tender published by different Local Directorates, is it possible to lodge a single application accompanied by the tender for each single property? .....	15
7. Can applicants request a meeting for further clarifications? .....	16
8. Is it possible to inspect the various properties? .....	16
9. In the event of an asset in a bad/average maintenance state, is it possible to inspect it anyway?.....	16
10. How to book an inspection .....	16
11. What are the deadlines for booking one or more inspections? .....	16
12. What are the deadlines for carrying out one or more inspections?.....	16
13. What is the Inspection Certificate? .....	16
14. If the inspection has not been carried out within the set deadline, is participation to the tender precluded?.....	16

15. Is it possible to request the supplementary technical documentation regarding the properties held for tender?.....	17
16. Are social activities envisaged as a new function of cultural and social animation and service for local communities? .....	17
17. By way of example, what could be the new functions to establish in the awarded properties?.....	17
<b>SECTION IV: ELIGIBLE APPLICANTS .....</b>	<b>18</b>
1. Who can participate to the call for the redevelopment concession of a property? .....	19
2. Is the call for the redevelopment concession of a property open to natural persons who do not reside in Italy?.....	19
3. Is the call for the redevelopment concession of a property open to individuals who are not Italian citizens?.....	19
4. Is the call for the redevelopment concession of a property open to legal persons who do not have a legal address in Italy? .....	19
<b>SECTION V TERMS AND CONDITIONS FOR LODGING A TENDER .....</b>	<b>20</b>
1. How should tenders be lodged?.....	21
2. Can the tender documentation be drafted in a foreign language? .....	21
3. What should Envelope A contain?.....	21
4. Are there any specific formalities for the lodging of Envelope A by a temporary joint-venture or consortium? .....	21
5. What is the purpose of including a provisional deposit?.....	21
6. How should the provisional deposit be given? .....	22
7. With regard to deposits, is a bank guarantee issued by a foreign bank valid?.....	22
8. Is it possible to establish a provisional or definitive deposit with a banker's draft? .....	22
9. Will the provisional security be released upon award of the property?.....	22
10. Will the provisional deposit be released if the property is not awarded?.....	22
11. What should Envelope B contain? .....	22
12. What should Envelope C contain? .....	22
13. What is the final deadline for lodging a tender?.....	23
14. What are the grounds for exclusion provided for in the call? .....	23
15. For the lodging of the Project Proposal and of the Economic-Timeline Bid, are the relevant attachments available in digital version? In order to facilitate their comprehension, should they be filled out digitally? .....	24
16. Are the 1500 characters required as maximum limit for the compilation of various items of the Project Proposal (Annex VI) to be understood as including or excluding spaces? .....	24
17. How should the environmental sustainability and energy efficiency issues be considered with regard to the constraints that may exist for properties of cultural interest?.....	24
18. Is it necessary for the project designer appointed by the applicant to participate in the call for tenders?.....	24
19. Should the value of the redevelopment works be present in the <i>Project Proposal</i> ?.....	25
20. Should the investment hedging resources related to the restoration works be pointed out? .....	25
21. While presenting the Business Plan, is it mandatory to use the BP format contained in Annex VIII?.....	25
<b>SECTION VI: ASSESSING THE BIDS.....</b>	<b>26</b>
1. How are the bids assessed? .....	27

2. How is the redevelopment and conversion of the property assessed? .....	27
3. What does "assessment of tourist opportunity" mean? .....	27
4. How are environmental sustainability and energy efficiency assessed? .....	27
5. What does "green building" mean?.....	27
6. What does "sustainable construction site's management" mean?.....	28
7. If a property does not have any installation, is it still possible to produce the Energy Performance Certificate (APE) before the construction work?.....	28
8. What does "architecturally-integrated renewable sources" mean?.....	28
9. How is the proposed fee assessed? .....	28
10. Are there any incentives for the payment of the fee in the first months of the execution of the interventions? .....	28
11. How is the proposed duration assessed? .....	28
12. What is the scoring method?.....	28
13. What is the calculation method for the Technical Bid?.....	28
14. How is the scoring for the Economic-Timeline Bid calculated? .....	28
15. What is the scoring method for the proposed fee? .....	29
16. What is the scoring method for the proposed duration? .....	29
17. What happens in the event of discrepancy between the tender documents?.....	29
18. What happens in the event of discrepancy between the Economic-Timeline -bid and the Business Plan? .....	29
<b>SECTION VII: IDENTIFYING THE CONTRACTOR.....</b>	<b>30</b>
1. What happens after the deadline for the tenders' lodging? .....	31
3. What happens when two or more bidders obtain the same overall scores?.....	31
4. What happens when two or more bidders obtain the same overall scores and the same partial scores?.....	31
5. Who should submit a sworn BP? .....	31
6. What happens if only one bidder lodges a tender?.....	31
7. How are the dates of the public sessions communicated? .....	32
8. Starting from the deadline for lodging tenders, what timeframes can be assumed for the selection of the concessionaire/lessee?.....	32
9. For the purpose of subscribing the deed/agreement, are there any requirements for the successful bidder who does not have residence or registered office in Italy? .....	32
<b>SECTION VIII: ELEMENTS OF THE CONCESSION/RENTAL RELATION.....</b>	<b>33</b>
1. What are the essential elements of the concession/rental relation? .....	34
2. With regard to deposits, is a bank guarantee issued by a foreign bank valid?.....	34
3. How should the final deposit be given? .....	35
4. With regard to the redevelopment concession/rental, is the sub-concession of activities allowed? .....	35
5. Could the concessionaire/lessee lodge a purchase proposal upon expiry of the concession/rental? .....	35
6. What taxes and/or fees are levied on the properties? .....	35
7. What is the value to be considered for the compulsory insurance policies that will have to be stipulated? .....	35

8. Are there any urbanization or infrastructure construction charges related to the redevelopment of the property to be borne by the successful bidder? .....35

9. Is the successful bidder obliged to start the business as proposed in the bid lodged during the tender procedure?.35

10. In the event of the award of multiple properties, does the failure to sign the deeds/agreements lead to the enforcement of the provisional deposit for each property?.....36

11. What happens upon expiry of the concession/rental agreement? How many times can it be renewed? Is compensation paid to the concessionaire/lessee?.....36

12. Is the investment envisaged for the redevelopment of the asset tax deductible?.....36

13. In the event of an award, if, following the signing of the deed/agreement, difficulties should arise in terms of authorisations, is it possible for the successful bidder to request extensions and/or refunds from the State Property Office or withdraw from the deed/contract in advance? .....36

## WARNING

*This Call for Tenders' Guide is an explanatory and support tool with which to support bidders - who intend to participate in public procedures launched under the Valore Paese Italia programme and the Network Projects one - in reading the tender documentation and, in particular, the Local Invitations ( i.e. tenders).*

*Therefore, this Guide does not supplement or replace the tender documentation.*

*In case of discrepancy between the indications contained in this document and what is reported in the Invitations to Tender - which, it should be remembered, constitute lex specialis rule - what is indicated in the calls and the relevant annexes prevails according to the order indicated in point 8.4 of the same Invitations.*

*For further complementary information and/or clarifications on the content of the tender documentation not contained in this Guide, please note that it is possible to contact the Tender Managers, exclusively in writing, in Italian and within the deadlines set by the procedures, at the e-mails indicated in the Local Invitations under point 1.10.*

**SECTION I: THE PROGRAMME**

### 1. What are Network Projects and Valore Paese Italia (VPI)?

The Network Projects are complex, nation-wide initiatives for the renovation and conversion of State-owned investment properties with high cultural, identity and landscape value. These properties, owned by the State and other Bodies, shall be **economically, socially and culturally redeveloped** according to a series of **thematic networks** that combine together tourism, cultural heritage, environment and soft mobility.

The redevelopment initiatives revolve around a **specific theme** characterising the **network** (here meant as a network of **real estate assets, territories and actors**), which shall be promoted through a strong brand capable of making it easily recognizable. The Network Projects - Valore Paese Italia initiative began its activities starting from 2015 with the Lighthouses, Watchtowers and Coastal Buildings network, which at the time involved only State-owned properties; starting from 2017, the participation was extended also to other Bodies, with the inauguration of a new thematic network called Hikes and Itineraries. In 2020, all active networks - including the Dwellings one, which had been experimented sporadically ever since 2007 - were reunited underneath the single banner of Valore Paese Italia. Valore Paese Italia is a national programme promoted by the subscription of the institutional agreement of 17 December 2020 and of the subsequent operational agreement between the then Ministry of Cultural Heritage and Activities and of Tourism (now Ministry of Culture), the Italian Government Tourist Board (ENIT), the State Property Office and Difesa Servizi S.p.A.. Other institutional partners and the world of slow tourism and soft mobility participate in the programme. **The Networks** included in the Valore Paese Italia brand are as follows:

- Lighthouses, Watchtowers and Coastal Buildings
- Hikes and Itineraries
- Dwellings
- Forts and Fortifications (new)
- Villages and Inland Areas (new)
- Accessible Tourism (new)
- Third Sector Entities (*Enti del Terzo Settore* or ETS)

### 2. What are the objectives of the programme?

Valore Paese Italia aims at redeveloping the nation's public heritage, landscape and historical-artistic beauties and, with joint actions, intends to enhance the social-tourist-cultural offer through the design and creation of national circuits of excellence in support of the "Italian System", also linked to slow and sustainable mobility, railway tourism, the networks of lighthouses, watchtowers and coastal buildings, hikes and itineraries, dwellings, roadman's houses, hamlets, forts and fortifications, reserves and natural sites, along which to redevelop public real estate assets.

### 3. How are the properties awarded?

In the context of the tender procedures initiated by the State Property Office, the assets shall be given in concession/rental pursuant to

**Art. 3-bis of Legislative Decree no. 351/2001, converted into Law no. 410/2001**, which provides for the assignment of the assets to primary private operators - selected through public procedures and equipped with suitable economic-financial and technical-organisational requirements - assigning also the right to use the properties for economic purposes for a period of time proportioned to the achievement of the economic-financial balance of the investment plan and of the management connected thereto, and in any case for no longer than 50 years, for their redevelopment, functional conversion and ordinary/extraordinary maintenance. The concession/rental fee shall be determined according to market values, taking into account both the investments necessary for the redevelopment and conversion of the property and the reduced initial profitability of the operation.

### 4. What are the programme's implementation methods?

For State-owned properties, the State Property Office shall initiate and manage the tender procedures on a local level with Invitations published by each Local Directorate for the assignment of the relevant public properties (that is, located in the reference territory) in **redevelopment concession/rental pursuant to Art. 3-bis of Legislative Decree no. 351/2001**.

The Invitations to Tender shall be made available on the State Property Office's website, in the "*Gare e Aste - Immobiliare*" section, as well as in the section dedicated to Network Projects - Valore Paese Italia and to the Redevelopment Concession/Rental.

### 5. What is the difference between concession and location?

The difference between concession and rental lies in the legal status of the properties.

More specifically, assets of cultural interest pursuant to Legislative Decree no. 42/2004 shall be subject to concession, whereas the assets of no cultural interest shall be subject to rental.



6. Where and how to find the information and the documentation related to the programme.

More information is provided in the institutional website of the State Property Office, in the section dedicated to Network Projects - Valore Paese Italia and to the Redevelopment Concession/Rental.

7. Is the programme partaken also by other owning/managing Public Bodies?

Yes, other Public Bodies will partake in the programme, initiating tender procedures for the properties owned directly by them.

8. Where to find more information on the properties owned/managed by other Public Bodies.

The Valore Paese Italia programme gathers the redevelopment initiatives promoted by Difesa Servizi S.p.A., ANAS and FS - in their quality of managers of public properties - for whose implementation different assignment processes can be identified, also in accordance with the specific tools made available to the Bodies that participate in tenders with their managed assets. The tender procedures and their deadlines are governed directly by the managing Body, therefore, for more information and clarifications, please contact directly the aforementioned Public Bodies.

For any buildings belonging to other Public Bodies (Municipalities, Regions, etc.) and included in the Valore Paese Italia programme, all tender procedures for their assignment and the relevant deadlines are governed directly by the Body and, therefore, for more information and clarifications, please contact directly the aforementioned Public Bodies.

**SECTION II: INVITATIONS TO TENDER**

1. How many tendering procedures initiated by the Local Directorates of the State Property Office for redevelopment concession/rental are there?

The Local Directorate(s) of the State Property Office that published calls for tenders for the redevelopment concession/rental of State-owned properties are/is as follows:

- **Calabria**
- **Lazio**
- **Sicily**

The Invitations to Tender shall be made available on the State Property Office's website, in the "*Gare e Aste - Immobiliare*" section, as well as in the section dedicated to the Valore Paese Italia - Network Projects.

2. What are the tendering documents?

Tendering documents are comprised of:

- Invitation to tender
- Annex A - Information Pursuant to Art. 13 of Regulation (EU) 2016/679
- Annex I - Assets' Description
- Annex II - Applications
- Annex III - Declaration of Knowledge of the Condition of the Real Estate
- Annex IV - Personal Declaration of Certification
- Annex V - Statement of Commitment
- Annex VI - Project Proposal
- Annex VII - Economic-Timeline Bid
- Annex VIII - BP Model
- Annex IX - Costs, Revenues and Investments' Details Sheet
- Annex X - Outline of Concession Deed (for assets under concession)
- Annex XI - Outline of Rental Deed (for assets under rental / use Annex X in the event of simple rental)
- *Information Memorandum* with attachments (such as Certificate of Town-Planning Use Class, signed Memorandum of Understanding, outcome of cultural interest assessment, any relevant concession authorisation).

3. What type of assets are included in the invitations to tender issued by the State Property Office?

Outlined below are the lots (single assets) subject to redevelopment concession/rental, divided per each regional call for tenders published on the State Property Office website:

INVITATION	TENDER PROCEDURE (LOCAL DIRECTORATE)	LOT NO.	NAME OF PROPERTY	REGION	PROVINCE	MUNICIPALITY	TENDER MANAGER	INSPECTOR MANAGER
1	CALABRIA <i>Redevelopment Concession/Rental pursuant to Art. 3-bis, Leg. Dec. no. 351/2001</i>	1	PUNTA STILO LIGHTHOUSE KEEPER'S ACCOMODATION	CALABRIA	REGGIO CALABRIA	MONASTERACE	ANTONIO ARNONI	EMILIA PINNISI
		2	DISTRICT PRISONS	CALABRIA	VIBO VALENTIA	VIBO VALENTIA	ANTONIO ARNONI	LETIZIA GERMINARO
2	LAZIO <i>Redevelopment Concession/Rental pursuant to Art. 3-bis, Leg. Dec. no. 351/2001</i>	1	FORMER RAILWAY SIGNALMAN'S HOUSE N.2	LAZIO	ROMA	SAN CESAREO	MICHELE BARONTI	CHIARA CAGIANO DE AZEVEDO
		2	FORMER "ROMAN ELECTRIC TRAMWAY AND RAILWAY COMPANY" STATION	LAZIO	ROMA	ZAGAROLO	MICHELE BARONTI	MONIA DI CORATO
		3	FORMER CONCENTRATION CAMP "LE FRASCHETTE" – SITE OF REMEMBRANCE	LAZIO	FROSINONE	ALATRI	MICHELE BARONTI	SILVIA GIGLIARELLI
3	SICILY <i>Redevelopment Concession/Rental pursuant to Art. 3-bis, Leg. Dec. no. 351/2001</i>	UNIQUE	FORMER CONVENT OF SAINT BONAVENTURA	SICILIA	CATANIA	CALTAGIRONE	ENRICA PASSAGLIA	ANGELO ALEO

4. Which assets will be destined for redevelopment concession and which ones for redevelopment rental?

INVITATION	TENDER PROCEDURE (LOCAL DIRECTORATE)	LOT NO.	NAME OF PROPERTY	REGION	PROVINCE	MUNICIPALITY
1	CALABRIA <i>Redevelopment Concession pursuant to Art. 3-bis, Leg. Dec. no. 351/2001</i>	1	PUNTA STILO LIGHTHOUSE KEEPER'S ACCOMODATION	CALABRIA	REGGIO CALABRIA	MONASTERACE
		2	DISTRICT PRISONS	CALABRIA	VIBO VALENTIA	VIBO VALENTIA
2	LAZIO <i>Redevelopment Concession pursuant to Art. 3-bis, Leg. Dec. no. 351/2001</i>	1	FORMER RAILWAY SIGNALMAN'S HOUSE N.2	LAZIO	ROMA	SAN CESAREO
		2	FORMER "ROMAN ELECTRIC TRAMWAY AND RAILWAY COMPANY" STATION	LAZIO	ROMA	ZAGAROLO
		3	FORMER CONCENTRATION CAMP "LE FRASCHETTE" – SITE OF REMEMBRANCE	LAZIO	FROSINONE	ALATRI
3	SICILY <i>Redevelopment Concession pursuant to Art. 3-bis, Leg. Dec. no. 351/2001</i>	UNIQUE	FORMER CONVENT OF SAINT BONAVENTURA	SICILIA	CATANIA	CALTAGIRONE

5. Where to find information on the properties.

On the State Property Office website, for each lot, it is possible to access, among the tender documents, the Annex I - *Asset's Technical Description* and the *Information Memorandum*.

6. What is the *Information Memorandum*?

It is a tender document which provides, for each property subject to the development concession/rental call, an information framework and a general overview of the reference territorial and regulatory context, useful for the preparation of the Technical Offer to be submitted for participation to the tender, with particular reference to the new functions and the methods of intervention permitted and always in compliance with the instruments of historical-artistic and environmental protection and of urban and territorial planning in force.

7. Is it possible to ask for further additional information and/or explanations on the content of the documents to the Tender Manager?

Yes, any requests for additional information and/or clarifications on the content of the documentation relating to the tender procedures must be sent, exclusively in writing and in Italian, to the e-mail addresses of the persons in charge of the procedure indicated in the regional notices and listed below:

NAME OF PROPERTY	REGION	PROVINCE	MUNICIPALITY	TENDER MANAGER	E-MAIL ADDRESSES
PUNTA STILO LIGHTHOUSE KEEPER'S ACCOMODATION	CALABRIA	REGGIO CALABRIA	MONASTERACE	ANTONIO ARNONI <a href="mailto:antonio.arnoni@agenziademanio.it">antonio.arnoni@agenziademanio.it</a>	EMILIA PINNISI <a href="mailto:emilia.pinnisi@agenziademanio.it">emilia.pinnisi@agenziademanio.it</a>
DISTRICT PRISONS	CALABRIA	VIBO VALENTIA	VIBO VALENTIA	ANTONIO ARNONI <a href="mailto:antonio.arnoni@agenziademanio.it">antonio.arnoni@agenziademanio.it</a>	LETIZIA GERMINARIO <a href="mailto:letizia.germinario@agenziademanio.it">letizia.germinario@agenziademanio.it</a>
FORMER RAILWAY SIGNALMAN'S HOUSE N.2	LAZIO	ROMA	SAN CESAREO	MICHELE BARONTI <a href="mailto:michele.baronti@agenziademanio.it">michele.baronti@agenziademanio.it</a>	CHIARA CAGIANO DE AZEVEDO <a href="mailto:chiara.cagianodeazevedo@agenziademanio.it">chiara.cagianodeazevedo@agenziademanio.it</a>
FORMER "ROMAN ELECTRIC TRAMWAY AND RAILWAY COMPANY" STATION	LAZIO	ROMA	ZAGAROLO	MICHELE BARONTI <a href="mailto:michele.baronti@agenziademanio.it">michele.baronti@agenziademanio.it</a>	MONIA DI CORATO <a href="mailto:monia.dicorato@agenziademanio.it">monia.dicorato@agenziademanio.it</a>
FORMER CONCENTRATION CAMP "LE FRASCHETTE" – SITE OF REMEMBRANCE	LAZIO	FROSINONE	ALATRI	MICHELE BARONTI <a href="mailto:michele.baronti@agenziademanio.it">michele.baronti@agenziademanio.it</a>	SILVIA GIGLIARELLI <a href="mailto:silvia.gigliarelli@agenziademanio.it">silvia.gigliarelli@agenziademanio.it</a>
FORMER CONVENT OF SAINT BONAVENTURA	SICILIA	CATANIA	CALTAGIRONE	ENRICA PASSAGLIA <a href="mailto:enrica.passaglia@agenziademanio.it">enrica.passaglia@agenziademanio.it</a>	ANGELO ALEO <a href="mailto:angelo.aleo@agenziademanio.it">angelo.aleo@agenziademanio.it</a>

8. What are the deadlines for submitting any eventual request to the Tender Manager?

Any eventual request for further information and/or clarifications on the contents of the documentation must be submitted and received without delay within **6 MAY 2024** - exclusively via e-mail.

9. What is the Tender Manager's deadline for answering any eventual request?

By **13 MAY 2024** the Tender Manager shall answer via e-mail all questions made.

**SECTION III: IDENTIFICATION OF ASSETS HELD FOR CONCESSION/RENTAL**

1. For the purpose of participating in the regional procedure, is it necessary to indicate a specific asset?

The submission of the application for participation in the tender procedure on a territorial basis must refer to a specific asset (lot). In the event of an application for multiple lots, see questions no. 3 and 4.

2. Are there any limitations to the participation to regional calls for tenders?

No, applicants may even participate in all active regional tender procedures.

3. For how many properties, in the context of the same regional tendering procedure, can applicants lodge their application to tender?

There are no limits for the submission of applications to tender; therefore, each applicant can submit as many proposals as the total lots of the local call for tenders.

By way of example, if a bidder is interested in the two properties/lots relating to the tender notice published by the Calabria Local Directorate, he/she must submit an application for participating in the territorial tender procedure accompanied, for each property/lot, by a project proposal and an economic-timeline bid.

4. In the event of multiple participations within the same regional call, how should the tender be prepared?

In the event of multiple participations within the same regional call, the bidder must submit a single folder containing, under penalty of exclusion:

- an ENVELOPE called "A - *Administrative Documentation*";
- as many ENVELOPES called "B - *Project Proposal - Lot...*" (specifying the lot to which the bid pertains) as the lots for which the applicants wished to make a bid (e.g. if an applicant participates in two lots, two distinct envelopes B must be inserted, one containing the *Project Proposal* relating to lot x and the other relating to lot y);
- as many ENVELOPES called "C- *Economic-Timeline Bid - Lot...*" (specifying the lot to which the bid pertains) as the lots for which the applicants wished to make a bid (e.g. if an applicant participates in two lots, two distinct envelopes C must be inserted, one containing the *Economic-Timeline Bid* relating to lot x and the other relating to lot y);

5. Are there any limitations to the tenders' presentation?

- To bidders, to participate in more than one joint-venture or consortium;
- To bidders, to participate also individually if participating also jointly;
- To members of consortia between social cooperatives/local businesses and of permanent consortia, to participate in any other form; in the event of non-compliance with this limitation, both the consortium and its members shall be excluded from the tender procedure and Art. 353 of the Italian Criminal Code shall apply.

6. When the properties are subject to invitations to tender published by different Local Directorates, is it possible to lodge a single application accompanied by the tender for each single property?

No, each Local Directorate manages the public procedure for the properties falling within their area of competence; therefore, if the properties constitute lots relating to tender notices published by different Local Directorates, as many applications for participation must be submitted - accompanied by the relative bids - as there are awarding Local Directorates.

By way of example, should a bidder be interested in three properties, two in the Calabria Region and one in Lombardy, he/she shall submit:

- An application for the tender procedure called by Calabria Directorate accompanied, for each asset, by the relevant bids (*Project Proposal* and *Economic-Timeline Bid*);
- An application for the tender procedure called by Tuscany Directorate accompanied, for each asset, by the relevant bids (*Project Proposal* and *Economic-Timeline Bid*).

#### 7. Can applicants request a meeting for further clarifications?

No, as indicated in the Invitation to Tender, it is only possible to request further information on the tender by writing in Italian and via e-mail to the Tender Manager (see contacts on Invitation to Tender) within **6 MAY 2024**. By **13 MAY 2024** the Tender Manager shall answer via e-mail all questions made.

#### 8. Is it possible to inspect the various properties?

Yes, for the purpose of participating in the procedure, it is mandatory to either:

- Carry out an inspection of the relevant property; *or*
- Submitting a declaration of knowledge of the condition of the real estate.

#### 9. In the event of an asset in a bad/average maintenance state, is it possible to inspect it anyway?

Yes, the inspection methods and timing are commensurate with the state of conservation of the property. In any case, those interested in the inspection are required to use protective devices and to sign a declaration of indemnification to the State Property Office, releasing it from civil and criminal liabilities and for any damage that the participant may suffer while carrying out the inspection.

#### 10. How to book an inspection.

È It is possible to book the inspection(s) by contacting the person indicated for each Local Directorate- where different from the Tender Manager- by means of a written request, in Italian, which must be sent by e-mail to the e-mail address indicated in point 1.10 of the 'Invitation to Tender. In the inspection request, the potential bidder must specify - by indicating the lot number(s) - the asset(s) he/she intends to visit, as well as the names, personal details and telephone numbers of the people who intend to participate in the inspection.

In consideration of the provisions on the prevention and containment of the Covid-19 contagion, updates and clarifications on the method of carrying out the inspections may possibly be communicated during the tender.

#### 11. What are the deadlines for booking one or more inspections?

Inspections' requests may be submitted starting from **4 December 2023** until **15 April 2024**, following the procedures laid out in the Invitation to Tender.

#### 12. What are the deadlines for carrying out one or more inspections?

Inspections may be carried out starting from **11 December 2023** and until **22 April 2024**, following the procedures laid out in the Invitation to Tender.

#### 13. What is the Inspection Certificate?

The Inspection Certificate is a document issued to the person participating in an inspection by the relevant Local Directorate following the inspection of one or more properties. A copy of the Certificate, duly signed by the participant, shall be stored with the relevant Local Directorate.

For the purpose of participating in the tender, the document must be submitted by the bidder, together with all other necessary documents.

#### 14. If the inspection has not been carried out within the set deadline, is participation to the tender precluded? To participate in the procedure, it is mandatory to certify knowledge of the condition of the assets.

This certification can be presented in two ways, i.e. inserting alternatively in Envelope A:

- An Inspection Certificate issued following a visit to the property, agreed with the contact person of the locally relevant State Property Office;
- A Declaration, to be produced by completing the Annex III form, which certifies knowledge of the condition of the assets.

The knowledge of the place, therefore, is left to the participant and can be understood both as a personal knowledge of the property and as having read, analysed and accepted the documentation made available.



Should it be impossible to carry out an inspection with the Representatives of the State Property Office, therefore, it is possible to certify knowledge of the assets by filling out Annex III and inserting it in the Envelope A.

**15. Is it possible to request the supplementary technical documentation regarding the properties held for tender?**

All the tender documentation, together with the available technical documentation, can be found on the Office's institutional website, via the "Gare e Aste/Immobiliare" path and is also available for viewing at the competent Local Directorate.

In particular, the *Information Memorandum* reports the technical insights on each individual asset (LOT) and on the reference context, the constraint situation (constraints, Ministry of Culture authorizations, etc.) and the administrative procedure, as well as the new possible uses and the possibilities offered on a territorial scale to support the initiative, it being understood that the recovery of the asset and the management of the new business are the responsibility of whoever is awarded the property.

**16. Are social activities envisaged as a new cultural and social function and as service for local communities?** Yes, in consideration of the indications of the territorial, urban-planning and protection instruments in force, it will be possible to envisage a range of new functions consistent with the principles of the programme, from which, therefore, the establishment of functions of a cultural and social nature will not be excluded.

The program also focuses on the development of specialist complementary services for users with specific needs (e.g. children, the elderly, the disabled, etc.) and personal services.

**17. By way of example, what could be the new functions to establish in the awarded properties?**

With a view to fostering the knowledge, enhancement and promotion of territories and local products, as well as promoting the social and cultural sectors in general, but also sustainable tourism and soft mobility, in consideration of the indications set forth in the territorial, urban-planning instruments and existing safeguards, it will be possible to envisage a range of new functions in line with the principles of the programme, e.g. hospitality and cultural activities (art and entertainment, teaching and training, etc.); socio-recreational activities (leisure, recreational activities, etc.); sports (diving, sailing, fishing, cycling, trekking, yoga, etc.); events (meetings, fashion, festivals, concerts, weddings, etc.); services for the slow traveller (walker, cyclist, pilgrim), care and well-being services (physiotherapy, wellness, meditation, rehabilitation), services for social categories with specific needs (children, the elderly and activities for the disabled) research and didactic activities (study centre, observation of flora, fauna and stars, etc.); catering and food and wine; discovery of the territory (land and sea excursions, guided tours, involvement of guests in activities and projects to safeguard the natural and coastal habitat, promote the architectural, cultural, landscape, material and immaterial, local heritage, etc.).

**SECTION IV: ELIGIBLE APPLICANTS**

1. Who can participate to the call for the redevelopment concession of a property?

Anyone in possession of the requisites to be proven with the presentation of the administrative documentation provided for in the Invitation to Tender can participate in the procedure. By way of example, but not limited to, the participation of the following subjects is allowed: natural persons, sole proprietorships, commercial companies, cooperatives, associations, foundations, ordinary consortia of bidders pursuant to Art. 2602 of the Italian Civil Code, established or to be established, stable consortia also established in the form of consortium companies pursuant to Art. 2615-ter of the Italian Civil Code, consortia between production and manufacturing cooperatives established in accordance with Law no. 422 of 25 June 1909 and of Legislative Decree of the provisional Head of State no. 1577 of 14 December 1947, consortia between local businesses as referred to in Law no. 443 of 8 August 1985. Individual or group participation is allowed.

2. Is the call for the redevelopment concession of a property open to natural persons who do not reside in Italy?

Yes, there are no restrictions in the call for tenders and, therefore, natural persons who do not reside in Italy can also participate. It should be noted that, in any case, the application form and all attachments must be written in Italian and the administrative documents must be accompanied by a sworn translation into Italian.

3. Is the call for the redevelopment concession of a property open to individuals who are not Italian citizens?

Yes, there are no restrictions in the call for tenders and, therefore, natural persons who are not Italian citizens can also participate. It should be noted that, in any case, the application form and all attachments must be written in Italian and the administrative documents must be accompanied by a sworn translation into Italian.

4. Is the call for the redevelopment concession of a property open to legal persons who do not have a legal address in Italy?

Yes, there are no restrictions in the call for tenders and, therefore, legal persons who do not have a legal address in Italy can also participate. It should be noted that, in any case, the application form and all attachments must be written in Italian and the administrative documents must be accompanied by a sworn translation into Italian.

**SECTION V TERMS AND CONDITIONS FOR LODGING A TENDER**

### 1. How should tenders be lodged?

Tenders must be lodged (by mail or by hand delivery) with the address indicated in the Invitation to Tender within the peremptory deadline of **20 MAY 2024 at 12:00**, presenting them in a sealed envelope in any way that prevents them from being opened without leaving obvious tampering.

Three separate sealed envelopes must be inserted inside the envelope, under penalty of exclusion:

- An ENVELOPE called "A - *Administrative Documentation*";
- Depending on the number of relevant lots, as many ENVELOPES called "B - *Project Proposal - Lot...*" (specifying the lot for which the bid is being lodged);
- Depending on the number of relevant lots, as many ENVELOPES called "C - *Economic-Timeline Bid - Lot...*" (specifying the lot for which the bid is being lodged).

All envelopes must be sealed on the closing flaps and bear, in addition to the aforementioned wordings, also the sender's header.

Envelopes received after the indicated deadline will be considered as not received, therefore they will not be opened and can be returned to the sender upon written request.

Tenders sent by e-mail will not be considered.

### 2. Can the tender documentation be drafted in a foreign language?

No, providing a bid in a foreign language is not sufficient for the purposes of the application.

Bidders must present:

- For the documents referred to in ENVELOPE A, a sworn translation in Italian;
- For all other documents, a simple translation in Italian, it being understood that, even in this case, the Commission will only take into account what is represented in the translation itself.

### 3. What should Envelope A contain?

**ENVELOPE A - "ADMINISTRATIVE DOCUMENTATION"** must contain the following deeds and documents, to be submitted in the manner described in the Invitation to Tender:

- ✓ The application to participate in the procedure (**Annex II**);
- ✓ The certificate of inspection issued during the inspection (one for each lot selected) or, alternatively, a declaration certifying full knowledge of the state of the site (**Annex III**);
- ✓ A Personal Declaration of Certification (**Annex IV**) in which the bidder declares:
  - Not to fall in the causes of exclusion referred to in Art. 80 of Legislative Decree no. 50/2016;
  - To accept the content of the tender documents, including Annex A - Privacy Information, to be inserted in the Envelope A duly signed;
- ✓ A bank reference issued by a credit institution;
- ✓ Declaration of commitment to make use, for the execution of the interventions, exclusively of companies qualified to carry out the interventions, in line with the current regulations on Public Works (**Annex V**);
- ✓ The provisional deposit, equal to € 2,000 (two thousand Euro).

### 4. Are there any specific formalities for the lodging of Envelope A by a temporary joint-venture or consortium?

Yes, in the Invitation to Tender, further formalities are envisaged with reference to the procedures for lodging applications by temporary joint-ventures, ordinary consortia and stable consortia/consortia between cooperative companies; therefore, please refer to the detailed reading of point 4.3.1 of the Invitation to Tender.

### 5. What is the purpose of including a provisional deposit?

The provisional deposit is placed as a guarantee of the correct participation in the tender and also offsets the potential failure to sign the concession deed/rental agreement by the successful bidder.

It should be noted that this deposit is single regardless of the number of lots for which you participate and may be fully enforced with reference to each individual lot.

For State-owned properties, the deposit amounts to € 2,000.00.

6. How should the provisional deposit be given?

The provisional deposit can be given, at the bidder's choice, by means of a bank guarantee, an insurance policy, or by bank transfer. For further details, please refer to point 4.3.1, letter f) of the Invitation to Tender.

7. With regard to deposits, is a bank guarantee issued by a foreign bank valid? Yes.

8. Is it possible to establish a provisional or definitive deposit with a banker's draft?

No, bidders cannot establish a provisional or definitive deposit with a banker's draft.

9. Will the provisional security be released upon award of the property?

Yes, upon award of the property, the deposit shall be released as soon as the deed/agreement is signed.

10. Will the provisional deposit be released if the property is not awarded?

Yes, the provisional security shall be released if the property is not awarded.

11. What should Envelope B contain?

Envelope B "*Project proposal - Lot...*" must contain the following deeds and documents, to be presented according to the

methods described in the Invitation to Tender:

a) The *Technical Report (Annex VI)* divided into: *Recitals*

1. Design Intentions
2. Compliance with Current Instruments

*Evaluation Elements*

1. Redevelopment and Conversion Hypotheses
2. Tourist Opportunity
3. Environmental Sustainability and Energy Efficiency
4. Summary Table

b) The *Guidance Materials* include:

*Technical Documentation*

1. Overview
2. New Uses
3. Interventions
4. Vision.

12. What should Envelope C contain?

The **Envelope C** "*Economic-Timeline Bid - Lot...*" must contain the following deeds and documents, to be presented according to the methods described in the Invitation to Tender:

a) Annex VII - *Economic-Timeline Bid*, which shall include:

1. Concession/rental fee;
2. Concession/rental duration;

b) A *Business Plan (BP)* for hedging investments;

c) *Summary sheet of costs, revenues and investments as set forth in Annex IX.*

It should be noted that:

- The fixed annual fee offered cannot be lower than the minimum fee indicated in the Invitation to Tender.
- The proposed Duration, under penalty of exclusion, must be between a minimum of 6 (six) years and a maximum of 50 (fifty) years.

### 13. What is the final deadline for lodging a tender?

To participate in the procedure it is necessary to send the sealed envelope by the peremptory deadline of **20 MAY 2024 at 12:00**.

### 14. What are the grounds for exclusion provided for in the call?

The grounds for exclusion provided for in the call are listed below:

#### ***As a general rule***

- Failure to include ENVELOPES A, B and C in the application envelope;
- In the event of participation in several lots, failure to insert as many envelopes B and as many envelopes C, as there are participation lots, as better specified in point 4.3 of the Invitation to Tender.

#### ***With regard to ENVELOPE A***

- Failure to submit, within the peremptory deadline assigned (not exceeding ten days), deeds and documents requested by the State Property Office for clarification/integration;

#### ***With regard to ENVELOPE B***

- Failure to include in ENVELOPE B - "Project Proposal - Lot...":
  - ✓ The *Technical Report* (Annex VI);
  - ✓ *Illustrative Materials*, to be developed according to the specifications indicated in Annex VI;
- Failure to complete in all its parts Annex VI - *Technical Report*;
- Failure to sign Annex VI - *Technical Report*;
- All of the *Guidance Materials* required;
- An indication in the Project Proposal of the elements of the Economic-Timeline Bid and, hence, of information on Fees and Duration proposed;

#### ***With regard to ENVELOPE C and, more specifically:***

##### ***i. To the format set forth in Annex VII "Economic-Timeline Bid":***

- Failure to include in ENVELOPE C the format referred to in Annex VII "Economic-Timeline Bid";
- Failure to sign the format referred to in Annex VII "Economic-Timeline Bid";
- Failure to specify the evaluation elements of Fee and Duration;
- Proposed fee lower than the minimum fee of €235 pursuant to Legislative Decree no. 546/1981, Ministerial Decree no. 258/1998 and Art. 10, par. 2 of Law no. 537/1993;
- Proposed duration not included within a minimum of 6 years and a maximum of 50 years;

##### ***ii. To the Business Plan (BP) that will be drafted starting from Annex VIII, to be submitted separately:***

- Failure to submit the Business Plan (BP) duly signed or in the event of failure to submit the subscription of the BP by way of integration within a peremptory deadline assigned by the State Property Office (not exceeding ten days);
- Failure to explain the fee in line with the relative amount indicated in the format referred to in Annex VII "Economic-Timeline Bid";
- Failure to develop the BP for the entire duration of the concession/rental proposed and reported in the format referred to in Annex VII "Economic-Timeline Bid";

##### ***iii. To the format referred to in Annex IX "Costs, Revenues and Investments' Details Sheet":***

- Failure to present the Details Sheet fully filled-out and signed, by way of integration, within a peremptory deadline assigned by the State Property Office (not exceeding then days);

### ***In the event of a single bidder***

The "under penalty of exclusion" clauses provided for in the Invitation to Tender will not apply (and, in relation to the deficiencies found, a request for integration will be forwarded) with the exception of the following cases, in which **the exclusion of the bidder shall be carried out anyway**:

- Absolute absence of the Technical Report (Annex VI) referred to in point 4.3.2, letter a);
- Failure to indicate, in the context of the Economic-Timeline Bid referred to in Annex VII, the fee and/or duration;
- Indication, in the context of the Economic-Timeline Bid referred to in Annex VII, of a fee lower than the minimum fee of €235 pursuant to Legislative Decree no. 546/1981, to Ministerial Decree no. 258/1998 and to Art. 10, par. 2 of Law no. 537/1993;
- Indication, in the context of the Economic-Timeline Bid referred to in Annex VII, of a duration not included between 6 and 50 years.

15. For the lodging of the *Project Proposal* and of the *Economic-Timeline Bid*, are the relevant attachments available in digital version? In order to facilitate their comprehension, should they be filled out digitally?

Yes, they are published in an editable format to facilitate their compilation in compliance with the provisions contained in the Invitation to Tender.

16. Are the 1500 characters required as maximum limit for the compilation of various items of the *Project Proposal* (Annex VI) to be understood as including or excluding spaces?

It is specified that the required characters limitation set forth for the various items to be filled out in Annex VI are to be understood as including spaces.

17. How should the environmental sustainability and energy efficiency issues be considered with regard to the constraints that may exist for properties of cultural interest?

Each bidder is called, with respect to the property for which he/she participates in the tender procedure, to propose the solution he/she deems most suitable in compliance with the environmental constraints and the existing territorial and urban-planning instruments. The project idea presented must focus on the aspects indicated in the Invitation to Tender, which include environmental sustainability and energy efficiency.

As indicated in the Invitations, for all the assets subject to tender, all the works are by law subject to the opinion of the competent administrations in the field of protection of cultural assets and to any provisions eventually issued so that the proposed redevelopment intervention can guarantee the maximum protection and safeguarding of valuable properties.

The project proposal presented will be developed in the definitive/executive phase and submitted to the necessary authorizations by the competent Bodies in order to begin the works.

Indeed, in the final and/or executive architectural design phase following the award, the winning proposal must be submitted for the approval of the competent Bodies in building and protection matters, and the choices relating to the interventions must be detailed and supported by appropriate analyses and technical documents (e.g. characters study, degradation analysis, details of construction techniques and materials, of recovery interventions on surfaces and structures, of distribution and plant engineering solutions, environmental impact study, etc.).

The projects submitted to the attention of the Authorities and Administrations competent in the field of territorial and urban planning and protection must in any case maintain characteristics of full compliance with what is proposed in the project.

However, the possibility of a preliminary confrontation between the successful bidder and the competent Administrations responsible for the current protection of territorial and urban planning is not excluded, so that it can be verified whether the project thus developed is to be considered, in advance, compatible with the preservation of the asset.

It should also be remembered that, due to their nature, the properties subject to redevelopment are often at the centre of the interests of subjects who operate on the territory in defence of the environment and the cultural heritage and who can carry out spontaneous movements of opinion, with a strong media impact. It is, therefore, recommended that the proposed project should also take into consideration the different local sensitivities.

18. Is it necessary for the project designer appointed by the applicant to participate in the call for tenders?

No, resorting to a designer for the drafting of the *Project Proposal* is a faculty of the competitor, who, in any case, is required to sign the *Project Proposal*.



19. Should the value of the redevelopment works be present in the *Project Proposal*?

No, the *Project Proposal*, to be included in ENVELOPE B, must not contain any element concerning the Economic-Timeline Bid and, therefore, it shall not contain any indication of the fee and duration offered, nor indications regarding investments, costs and revenues.

20. Should the investment hedging resources related to the redevelopment works be pointed out in the *Project Proposal*?

No, the *Project Proposal*, to be included in ENVELOPE B, must not contain any element concerning the Economic-Timeline Bid

and, therefore, it shall not contain any indication of the fee and duration offered, nor indications regarding investments, costs and revenues.

21. While presenting the Business Plan, is it mandatory to use the BP format contained in Annex VIII?

The BP's format provided by the State Property Office contains quantitative information for the economic-financial representation of the *Proposal* presented and is provided by way of example. It is the faculty of the individual bidder to fill in the proposed BP model or to prepare his/her own model, that shall in any case be relevant to the aims of the project.

**SECTION VI: ASSESSING THE BIDS**

### 1. How are the bids assessed?

The concession/rental will be awarded with the criterion of the most economically advantageous bid on the basis of the elements indicated in the table below.

ASSESSMENT ELEMENTS			REFERENCE	WEIGHTING FACTORS	SCORE
QUALITATIVE ELEMENTS	1)	REDEVELOPMENT AND CONVERSION HYPOTHESES	<i>Project Proposal</i>	P1=35	80
	2)	TOURIST OPPORTUNITY	<i>Project Proposal</i>	P2=25	
	3)	ENVIRONMENTAL SUSTAINABILITY AND ENERGY EFFICIENCY	<i>Project Proposal</i>	P3=20	
QUANTITATIVE ELEMENTS	4)	FEE	<i>Economic-Timeline Bid</i>	P4=10	20
	5)	DURATION	<i>Economic-Timeline Bid</i>	P5=10	

### 2. How is the redevelopment and conversion of the property assessed?

The assessment of the property's redevelopment and conversion hypotheses is crucial in order to verify the coherence of the *Project Proposal* with the general principles of the project and with the territorial context of reference, above all in relation to the settlement of the future functions and the modalities of property recovery.

### 3. What does "assessment of tourist opportunity" mean?

The *tourist opportunity* constitutes a qualitative element of assessment of the project proposals, together with the concepts of environmental sustainability and energy efficiency. It concerns the activity that is intended to be developed for the conversion of the property. This element will be assessed in terms of tourist opportunities, connected to social, cultural, care and well-being issues, thus evaluating both the economic and/or social benefit for the territory involved, and the benefits for the development of Sustainable Tourism, always respecting the environment and landscape at hand. The score will also be awarded with reference to the following aspects: public usability; networking; seasonal adjustment of tourist flows and local development.

### 4. How are environmental sustainability and energy efficiency assessed?

This qualitative element invites the bidder to carry out the intended redevelopment in accordance with the principles of environmental sustainability and energy efficiency, as well as with the specific "green-friendly" actions that can be implemented in terms of redevelopment and protection of the environment, but also of improvement of the assets' energy performance, to be achieved through the reduction of consumption and the implementation of renewable sources. The score will be awarded by taking into account the use of bio-eco-compatible materials, bio-climatic techniques and devices, the implementation of sustainable construction site's management, the solutions in favour of soft mobility and the improvement of the building's energy performance and the use of low-consumption devices.

### 5. What does "green building" mean?

Green buildings entail a complex of construction techniques, usually traditional, aimed at realizing the principles of green architecture and environmental sustainability, i.e. guaranteeing the needs of ecosystemic living, in a broad and holistic sense. Green building techniques include the choices of non-harmful and ecological natural materials, free of potential indoor pollution, as well as the technological choices that reduce energy consumption, do not involve the use of additional energy (passive devices) and that safeguard the environment and the well-being of users.

#### 6. What does "sustainable construction site's management" mean?

All those measures aimed at reducing the environmental impact of the construction site, and which in particular may concern noise and atmospheric pollution, as well as the management of waste and resulting materials, all fall within the term "Sustainable construction site's management". Among these solutions, the use of dry technologies for constructions can also be counted, which reduce wet construction site waste, as well as pollutants dispersed into the atmosphere at the end of their life.

#### 7. If a property does not have any installation, is it still possible to produce the Energy Performance Certificate (APE) before the construction work?

No, in that case it will not be necessary to produce the APE before the construction work, but only the one with the forecast of the energy performance after the construction is done. The assessment will be made, by convention, by starting with class G.

#### 8. What does "architecturally-integrated renewable sources" mean?

All the technological solutions that make it possible to harmonize the elements that make up the system (e.g. photovoltaic panels) with the surfaces on which they are installed (e.g. a pitched roof), minimizing their visibility or making them a sign of recognition of the project (e.g. a micro wind turbine that becomes a landmark), are hereby considered to be "architecturally-integrated renewable sources".

#### 9. How is the proposed fee assessed?

The fee offered is the amount in Euro of the annual fee that the bidder undertakes to pay, in a fixed amount, for the proposed duration of the concession/rental. This fee, under penalty of exclusion, cannot be lower than the minimum fee of €235 pursuant to Legislative Decree no. 546/1981, to Ministerial Decree no. 258/1998 and to Art. 10, par. 2 of Law no. 537/1993. The maximum score for this evaluation element will be attributed to the highest fee.

#### 10. Are there any incentives for the payment of the fee in the first months of the execution of the interventions?

For the first 48 months from the signing of the concession deed/rental agreement (period of execution of the planned interventions, unless extended), the annual fee will be equal to 10% of the proposed fee and in any case not lower than the minimum fee in force; subsequently and for the entire residual duration of the concession/rental, the annual fee must be paid in full.

#### 11. How is the proposed duration assessed?

The duration is the measure in years of the duration proposed for the concession/rental, to be expressed, under penalty of exclusion, between a minimum of 6 (six) years and a maximum of 50 (fifty) years. The maximum score for this evaluation element will be attributed to the lowest duration.

#### 12. What is the scoring method?

Scores are attributed based on the compensatory aggregation method.

#### 13. What is the calculation method for the Technical Bid?

As states above, scores are attributed based on the compensatory aggregation method.

In particular, each member of the Commission attributes - on the basis of the table contained in the Invitation to Tender - a coefficient, variable between zero and one, to each assessment element.

Subsequently, the averages of the coefficients assigned by the commissioners are calculated and transformed into definitive coefficients, bringing the highest average back to one and proportioning the provisional averages previously calculated to this maximum average.

Then, each definitive coefficient is multiplied by the relative weighting factor, thus attributing a score to each assessment element.

Finally, all the scores attributed to the assessment elements in reference to each bidder are added up.

#### 14. How is the scoring for the Economic-Timeline Bid calculated?

The score of the *Economic-Timeline Bid* is the sum of the scores relating to the *Fee* - P(a)C- and the *Duration* – P(a)D - offered by each bidder.

15. What is the scoring method for the proposed fee?

The score relating to the Fee offered by the single bidder is attributed according to the following formula:

$$P(a)C = PC * V(a)C = 10 * \frac{C(a)}{C(max)}$$

Where:

P(a)C = Score of the Bid (a) related to the Fee

PC = Weight attributed to the Fee in points, that is 10

V(a)C = Coefficient of the performance of the bid with respect to the Fee, variable between 0 and 1

C(a) = Fee proposed by bidder (a)

C(max) = Maximum fee offered in the tender

16. What is the scoring method for the proposed duration?

Similarly to the method used to evaluate the fees offered, the score relating to the Duration offered by the individual bidder is attributed according to the formula below:

$$P(a)D = PD * V(a)D = 10 * \frac{D(min)}{D(a)}$$

Where:

P(a)D= Score of the Bid (a) related to the Duration

PD = Weight attributed to the Duration in points, that is 10

V(a)D = Coefficient of the performance of the bid with respect to the Fee, variable between 0 and 1

D(a) = Duration proposed by bidder (a)

D(min) = Minimum duration offered in the tender

17. What happens in the event of discrepancy between the tender documents? The following order of precedence is observed:

1. Invitation to Tender;  
Concession Deed Outline (Annex X)/Rental Deed Outline (Annex XI); (use Annex X in the event of simple rental)
2. *Information Memorandum.*

18. What happens in the event of discrepancy between the Economic-Timeline -bid and the Business Plan?

The BP, under penalty of exclusion, must include the same fee indicated in the Economic-Timeline Bid referred to in Annex VII and be developed for the entire duration of the concession/rental proposed within the same Economic-Timeline Bid.

**SECTION VII: IDENTIFYING THE CONTRACTOR**

### 1. What happens after the deadline for the tenders' lodging?

Once all the bids have been received within the prescribed times, on the day and at the times indicated in the Invitation to Tender, a specially constituted Tender Commission will open the envelopes in a public session, examining and verifying the documentation contained in Envelope A, without prejudice to the envisaged possibility of requesting clarifications/integrations.

The same Commission will proceed, in public session, with the opening of the admitted bidders' Envelope B, in order to verify the presence and completeness of the relative content, without prejudice to the envisaged possibility of requesting the signing of the Guidance Materials.

Subsequently, in a private session, the Commission will examine the projects, it being understood that those of any bidders who are recipients of the aforementioned request for integration will be examined only after the definition of the relative position. Subsequently, the Commission will proceed to assign the scores, as indicated in paragraph 5 of the Invitation to Tender and, in particular, in point 5.6.1.

Once the technical scores have been assigned, the Commission will proceed, in public session, to announce any exclusions from the call and to read the assigned scores; in the same public session, the Commission will open Envelope C "*Economic-Timeline Bid*", verify the presence and completeness of the relative content and, except for the envisaged integration hypotheses, will in any case read the Economic-Timeline Bid referred to in 'Annex VII.

The calculation of the score relating to the Economic-Timeline Bid will follow, as indicated in point 5 of the Invitation to Tender and, in particular, in point 5.6.2, it being understood that, in the event of integration requests, said score may be calculated for all competitors only after the definition of the position of the recipient operators. The score in question will be announced by the Commission in public session, with the simultaneous communication of the overall scores and identification of the best bid.

### 2. What happens once the best bid has been identified?

Once the best bid has been identified, the State Property Office will formalize the award decision, conditioning the effectiveness of the provision to the successful outcome of the verification of possession of the requirements declared by the successful bidder during the tender, carried out at a territorial level, as well as to the presentation, within the peremptory deadline of 60 (sixty) days, to the competent Local Directorate, by the successful bidder, of the sworn Business Plan produced for participation in the tender, issued by a credit institution or by companies registered in the general list of financial intermediaries, pursuant to Art. 106 of Legislative Decree no. 385 of 1 September 1993, or by an auditing firm.

### 3. What happens when two or more bidders obtain the same overall scores?

In the event that the bids of two or more bidders obtain the same overall score, but different scores for the *Project Proposal* and the *Economic-Timeline Bid*, the bidder who has obtained the best score on the *Project Proposal* will be placed first in the ranking.

### 4. What happens when two or more bidders obtain the same overall scores and the same partial scores?

In the event that the bids of two or more bidders obtain the same overall score and the same partial scores for the *Project Proposal* and the *Economic-Timeline Bid*, lots will be drawn in a public session.

### 5. Who should submit a sworn BP?

To access the award phase, the best bidder identified must present within the peremptory deadline of 60 (sixty) days starting from the request of the Local Directorate, the sworn statement of the Business Plan produced for participation in the tender. The sworn statement must be issued by a credit institution or by companies registered in the general list of financial intermediaries, pursuant to Art. 106 of Legislative Decree no. 385 of 1 September 1993, or by an auditing firm.

### 6. What happens if only one bidder lodges a tender?

In the case of a single bidder, no score will be assigned; however, the *Project Proposal*

will in any case be assessed as a whole and will not be awarded if deemed overall invalid from a design point of view. In the case of a single bidder, the "under penalty of exclusion" clauses provided for in the Invitation to Tender will not apply (and, in relation to the deficiencies found, a request for integration will be forwarded) with the exception of the following cases, in which **the exclusion of the bidder will be carried out anyway**:

- Absolute absence of the Technical Report (Annex VI) referred to in point 4.3.2, letter a);
- Failure to indicate, in the context of the Economic-Timeline Bid referred to in Annex VII, the fee and/or duration;
- Indication, in the context of the Economic-Timeline Bid referred to in Annex VII, of a fee lower than the minimum fee of €235 pursuant to Legislative Decree no. 546/1981, to Ministerial Decree no. 258/1998 and to Art. 10, par. 2 of Law no. 537/1993;
- Indication, in the context of the Economic-Timeline Bid referred to in Annex VII, of a duration not included between 6 and 50 years.

#### 7. How are the dates of the public sessions communicated?

The dates of non-consecutive public sessions are published on the State Property Office's institutional website. The bidder will be able to attend the public sessions directly or through a delegate with a proxy.

#### 8. Starting from the deadline for lodging tenders, what timeframes can be assumed for the selection of the concessionaire/lessee?

The Commission shall begin working once the tender is closed and the duration of its assessments will depend on the number of bids collected and their complexity.

As a rule, the assessment is estimated to take at least two to three months.

For the purpose of the award, the verifications required by law will also be carried out, which are expected to last approximately two months.

#### 9. For the purpose of subscribing the deed/agreement, are there any requirements for the successful bidder who does not have residence or registered office in Italy?

Yes, the successful bidder, if resident or having its registered office in a country other than Italy, will have to transmit to the competent Regional Directorate of the State Property Office the Italian tax code assigned at the request of the interested party by the Italian Revenue Agency for the fulfilment of fiscally relevant deeds in the territory of the Italian Republic.



**SECTION VIII: ELEMENTS OF THE CONCESSION/RENTAL RELATION**

## 1. What are the essential elements of the concession/rental relation?

**Property redevelopment works** - the contractor undertakes to carry out the works within the term of 48 months from the signing of the concession deed/rental agreement, without prejudice to the possibility of any extensions of the same, as well as to provide the State Property Office with the documentation certifying the completion of the works and the necessary certifications, including, by way of example, the certification relating to the usability of the building and the technical data sheet of the materials used and the work performed. The Concessionaire must also provide the technical-administrative documentation relating to the cadastral update.

**Definitive deposit** - in order to guarantee all the charges deriving from the concession, including the correct execution of the works and the payment of the fee, the contractor must present:

### On the occasion and for the purpose of signing the deed:

a) a first definitive deposit for the period of 48 months from the signing of the concession/rental, in the amount of 10% of the sum of the amount of the investments envisaged for the execution of the works - as summarized in the summary sheet of costs, revenues and investments referred to in Annex IX - and of the fees due for the guaranteed period (48 months); the guarantee in question will be released on the date of issue of the second definitive deposit;

### Upon expiry of the 48-month period from the signing of the concession/rental:

b) The second definitive deposit, which may alternatively:

- ◆ Have a validity equal to the residual duration of the concession/rental and an amount equal to 10% of the fees due for the residual duration of the concession/rental. This deposit will be progressively released over the years according to the progressive reduction of the total value of the fees due;
- ◆ Have a duration of no less than five (5) years and an amount equal to 10% of the fees due for the guaranteed period; this deposit must be extended or renewed for a period of no less than five (5) years until the conclusion of the concession/rental. The renewal or extension must be carried out, under penalty of forfeiture, at least 90 (ninety) days before the expiry date, also with another credit or insurance institution.

**Insurance policy(s)** - For State-owned properties, the Concessionaire/Lessee, before commencing the works, must sign, at his/her own expense and under penalty of forfeiture, an adequate insurance policy(s) with a leading insurance company, to be sent to the State Property Office, to cover all the following risks:

- ◆ Before and during the execution of the Works, the Third Party Liability (TPL, or *Responsabilità Civile verso Terzi - RCT*) to cover damage to persons and damage to things, the Employer's Civil Liability (or *Responsabilità Civile verso Prestatori d'Opera - RCO*) and the total or partial loss - including fire, lightning, explosion and other ancillary risks - of the Property subject to concession, with a limit not lower than the value of the non-redeveloped Property;
- ◆ Once the Works have been completed, before starting the activities envisaged in the *Project Proposal* and for the entire residual duration of the concession, the Third Party Liability (TPL, or *Responsabilità Civile verso Terzi - RCT*) to cover damage to persons and damage to things, the Employer's Civil Liability (or *Responsabilità Civile verso Prestatori d'Opera - RCO*) and the total or partial loss - including fire, lightning, explosion and other ancillary risks - of the Property subject to concession, with a limit not lower than the value of the non-redeveloped Property. This limit will be increased by the Concessionaire, every 5 years, by a percentage equal to the sum of the ISTAT consumer price indices for each of the past years.

**Plaque** - For the purpose of promoting and encouraging the establishment of the Network Projects - Valore Paese Italia and ensure its systematic development, among the concessionaire/lessee's commitments, the obligation to create and affix the programme's identification plaque has also been foreseen, according to the provisions indicated by the State Property Office and according to the provisions of law in force.

**Business Network** - Again, in order to promote and encourage the establishment of the Network Projects - Valore Paese Italia and ensure its systematic development, it has been envisaged, among the concessionaire/lessee's commitments, where required by the State Property Office, to be part of a "business network" of economic operators who manage tourist-accommodation facilities coordinated by the State Property Office or by other public administrations adhering to the initiative.

## 2. With regard to deposits, is a bank guarantee issued by a foreign bank valid?

Yes.

### 3. How should the final deposit be given?

The definitive deposit may be given by means of a bank guarantee or insurance policy issued by banking or insurance companies that meet the requirements of Art. 93, par. 3 of Legislative Decree no. 50/2016, and must expressly provide for:

- The waiver of the benefit of preventive enforcement of the principal debtor pursuant to Art. 1944 of the Italian Civil Code;
- The waiver of the exception pursuant to Art. 1957, par. 2 of the Italian Civil Code;
- The relative operational capability within 15 days, upon simple written request from the Office.

### 4. With regard to the redevelopment concession/rental, is the sub-concession of activities allowed?

Pursuant to Art. 3-bis, par. 5, letter b) of Legislative Decree no. 351/2001, the sub-concession of economic or service activities is allowed.

5. Could the concessionaire/lessee lodge a purchase proposal upon expiry of the concession/rental? Yes, pursuant to Art. 3-bis, par. 4-bis of Legislative Decree no. 351/2001, at the end of the period of time provided for by the concessions and rentals referred to in this article, the State Property Office, having verified the achievement of the purpose of redevelopment and conversion of the assets, shall recognize to the Concessionaire/Lessee, should there be no need to use said asset for institutional purposes, the right of first offer for the purchase of the asset, at the market price.

### 6. What taxes and/or fees are levied on the properties?

The ordinary ones envisaged in real estate matters (IMU -TARI), the rates of which are governed, at a local level, with Regulations from the competent Municipal Administrations.

The provisions of a general nature must in any case be coordinated with any regulatory provisions that provide for concessions, including of a fiscal nature, in favour of certain categories of subjects for the use of public buildings for certain purposes.

### 7. What is the value to be considered for the compulsory insurance policies that will have to be stipulated?

With reference to insurance policies, before and during the execution of the works, the value of the property to be considered is that of the non-redeveloped asset; once the Works have been completed, before the start of the activity and for the entire residual duration of the concession, the value of the property to be taken into consideration is that of the redeveloped asset. The values of the properties are calculated by the State Property Office in accordance with ordinary techniques and taking into account the type, size, state of conservation and location of the property, as well as the market conditions.

### 8. Are there any urbanization or infrastructure construction charges related to the redevelopment of the property to be borne by the concessionaire?

Yes, the redevelopment interventions, ordinary and extraordinary maintenance and the connected works indicated in the *Project Proposal* presented in the tender are the responsibility of the Concessionaire/Lessee (see Art. 7, annexes X and XI - Outlines of Concession and Rental Deeds).

### 9. Is the successful bidder obliged to start the business as proposed in the bid lodged during the tender procedure?

Yes, the successful bidder is obliged to implement the *Project Proposal*. As indicated in the deed/agreement outlines contained in the tender documentation, the State Property Office may organize inspections at the property, periodic checks and assessments aimed at verifying the execution and progress of the works based on the timeline indicated in the *Project Proposal* and the general performance of activities in compliance with current regulations and in compliance with the *Project Proposal* presented during the tender.

In the event of non-fulfilment by the concessionaire/lessee of all the obligations established and contained in the aforementioned outlines, the State Property Office is entitled to declare the immediate forfeiture/termination of the concession/rental and the successful bidder is required to pay a penalty and compensation for any greater damage.

It being understood that the project proposal presented in the tender must be developed in the definitive/executive phase and will be subject to the necessary authorizations for the purpose of starting the works, to be requested from the competent bodies.

10. In the event of the award of multiple properties, does the failure to sign the deeds/agreements lead to the enforcement of the provisional deposit for each property?

Yes, the bidder remains bound to his/her offer for 240 days, starting from the expiry of the deadline set for the submission of applications. To guarantee the seriousness of the offer, a provisional deposit is placed, which shall be fully enforced by the granting body in the event of the successful bidder's failure to sign the deed/contract. In particular, the provisional deposit is single regardless of the number of lots for which the bidder is participating in the tender and can be fully enforced with reference to each individual lot.

11. What happens upon expiry of the concession/rental agreement? How many times can it be renewed? Is compensation paid to the concessionaire/lessee?

As provided for in the outlines of the concession deed/rental agreement attached to the Invitation to Tender (Annexes X and XI), upon expiry of the concession/rental, the property shall return to the legal availability of the State Property Office, free and with every transformation, improvement, addition and accession made to it, whether or not they are included in the Works.

12. Is the investment envisaged for the redevelopment of the asset tax deductible?

In principle, the extraordinary maintenance costs incurred on third-party properties - therefore also in the case of state-owned properties - are tax deductible within the limits of the quota attributable to each financial year, based on statutory provisions (see Art. 108, par 3 of Presidential Decree no. 917/86).

The accounting standard OIC 24 ("*Intangible fixed assets*") states, in fact, that "*the amortization of the costs for improvements to third party assets is carried out in the lesser period between that of future utility of the expenses incurred and the residual period of the right to use of the asset (e.g. lease, concession, free loan, etc.) taking into account any renewal period, if dependent on the lessee*".

Specifically, each work will be evaluated in a timely manner by the successful bidder in accordance with the due procedures.

13. In the event of an award, if, following the signing of the deed/agreement, difficulties should arise in terms of authorisations, is it possible for the successful bidder to request extensions and/or refunds from the State Property Office or withdraw from the deed/contract in advance?

As indicated in Annexes X and XI (Concession and Rental Deed's Outlines), the Concessionaire/Lessee must carry out the interventions within the maximum term of 48 (forty-eight) months from the signing of the handover document, without prejudice to the possibility of extension in any case not exceeding 36 (thirty-six) months.

He/she has no right to refunds or indemnities of any kind from the State Property Office; he/she has the right to withdraw in advance, for serious reasons, not before 48 months have elapsed from the signing of the deed of concession or of the rental.