

MUNICIPALITY OF ACQUI TERME
00430560060

REF. NO.

| |
|---|
| Received €14,46 for administrative fees |
|---|

LEASE OF THE PROPERTY “EX LAW COURT” PORTICI SARACCO, 12 – ACQUI TERME

General rules for lease concession

Introduction

Acqui Terme Town Council is going to lease the estate above mentioned on a thirty-year term in order to realize within the same estate activities complying with the economic and social development of the town and with the policies tending towards tourism and accommodation service which the Town Council has pointed out for the territory and intends to develop for the future.

In order to get the best estimation of the potential uses of the premises, we sum up the main characteristics of the relative territory.

Features of the territory

Acqui Terme is part of an environment having significant sources of potential users represented, besides by the local inhabitants, by the more and more increasing number of tourists and visitors, being of Italian as well as European nationality (most of them coming from Germany and Switzerland).

Its geographical location, evaluated according to the isochron calculated on the base of a two-hour run, points out the easy access above all from the Ligurian Riviera, from Langhe – Roero, from Monferrato, from Côte d’Azur, from Valle d’Aosta and from Lombardia.

Located in a central position in the south of Piedmont, the acquese is part of an area proposing a wide range of offers to the visitors, from wines to gastronomic specialities, from archeological finds of the Roman Age to the thermal waters of well-known excellence.

Features of the estate to lease

The estate is located in the old centre of the town. On one side, it overlooks Piazza della Bollente (where one of the thermal springs is constantly gushing out), on the other side it overlooks Corso Italia (the main street). It is endowed with three independent entrances: from Portici Saracco (connecting Corso Italia with Piazza della Bollente), from Piazzetta della Pretura and from Via alla Bollente (at the back of the building).

It consists of a building of cultural interest, submitted to restraints concerning preservation of architectural goods. It has an area of about 3.437,86 square metres and it is a three-storied building above-ground levels.

Until September 2007 it had been used as the seat of the town Law Court.

Targets of the Town Council

The revaluation of the estate which is the object of the lease is part of the Town Council strategies intended to promote the territory and to support and to develop the local economy, particularly under the point of view of tourism and accommodation services.

In fact, during the last years, all Town Council activities have been aiming at increasing the productivity in the acquese area, with the purpose of pointing out the strong tourist vocation of the town and of realizing new synergies in order to create a service system directed towards the satisfaction of the “up-to-date tourist”, that is to say of a learned and demanding person, requiring – from the holiday resort – a perfect combination of all the elements: cultural proposal, activities for physical and mental well-being, enogastronomy, entertainment, etc.

Proposals and projects – general policies

The purpose of the present procedure of lease is to identify the tenderer interested in entering into a tenancy agreement meant to a new use of the building complying with the Town Council's targets above mentioned.

All tenders will be therefore evaluated, as long as not linked with polluting activities, with activities which could disturb the peace, or which are not believed to be in accordance with the Town Council's targets concerning the intended use of the building above mentioned.

The feasibility of the proposed project will be also evaluated both under the point of view of the realization time and of a revaluation of the premises, without neglecting the possible deriving effects for the economy of the acquese.

Proposals and projects – conditions for submitting the tender

All interested applicants should submit, in a sealed envelope, their own project, which must include the following information:

- ❑ kind of activity they are going to carry out in the building;
- ❑ a feasibility study for the housing renovation project necessary to make the building conforming to the kind of activity indicated;
- ❑ a chronological work programme for renovation, with a forecasting of the full running of the activity;
- ❑ a provisional indication of the investment financial plan they are going to realize.

They will have to put into another sealed envelope the economic offer referring to the rent, which, in any case, mustn't be below the annual amount of € 200.000,00, amount which will have to be paid by advance quarterly instalments.

Every aspect of the tender is regulated by the specifications enclosed with the General Rules together with the draft contract.

The Town Council reserves the right, in case of circumstances of public interest and on the base of its own final evaluation, not to proceed with the lease of the property or to make all the necessary amendments to the specifications as well as to the contract draft without any possibility for the people having already submitted a project / proposal either of claiming the right for a compensation or of requiring any indemnity.

MUNICIPALITY OF ACQUI TERME
00430560060

REF. NO.

| |
|---|
| Received €14,46 for administrative fees |
|---|

LEASE OF THE PROPERTY "EX LAWCOURT" PORTICI SARACCO, 12 – ACQUI TERME

On this day of, in the year of two thousand and and in Acqui Terme Town Hall

BETWEEN

Dr. IVALDI Armando born in Acqui Terme on 12.02.1955, Executive Manager of Treasurer – Wealth Department of Acqui Terme Town Hall, having his legal address for the purpose at the Town Hall in Piazza Levi 12, on behalf and in the interests of the same Town of Acqui Terme, Tax Code Number / VAT Number 00430560060 in the execution of the Municipal Executive Committee's Deliberation dated No.assisted by GENERAL SECRETARY Dr. DEALESSANDRI Gianpiero

AND

.....
.....

WHEREAS:

- by Municipal Executive Committee's Deliberation No. 108 dated 05/06/2008 the public procedure meant to lease the property as in the epigraph has been undertaken;
- the above mentioned procedure requires, moreover, at tenderers' expense, the production of a proposal of utilization for the above mentioned property together with a project intended to carry it out, in accordance with the economic and social development of the town and with

the policies tending towards tourism and accommodation service which the Town Council has pointed out for the territory and intends to develop for the future;

- by managerial determination no. datedthe tenant has been therefore identified in the person above mentioned;

IT IS AGREED AND STIPULATED THAT

Art. 1 – SUBJECT MATTER OF THE CONTRACT

Acqui Terme Town Council, represented as above indicated, in execution of the Municipal Executive Committee’s Deliberation No. dated leases to the property called “ex Lawcourt – Portici Saracco, 12”, as it is identified in the enclosed planimetry being integral and substantive part of this contract, to be used as

....., according to the project submitted during tender proceedings, referred to in minutes of tender dated issued by the committee made up for this purpose in order to consider and evaluate the tenders.

Art. 2 – TERM OF THE CONTRACT

This contract will run for 30 years, becoming effective from 1st January 2009 and expiring on 31st December 2038. After its expiry date the contract will be renewed for other 30 years notwithstanding the right for the lessor according to the art. 29 paragraph 1, letter b) Law 392/78.

Art. 3 – TENANT’S OBLIGATIONS

The tenant has the following obligations:

- entirely complying with the project solutions proposed with the offer and approved by the Town Council;

- applying the financial plan as proposed with the offer;
- ensuring the continuity of the activity proposed with the submitted offer, without making any alteration and / or changes;
- allowing the access to all the rooms of the premises to the lessor or to his representatives, by previous appointment, also upon telephone notice.

At the tenant's expense is what follows:

- building renovations and adaptations necessary for the realization of the submitted project approved by the Town Council. The above mentioned works will have to be carried out, upon the necessary authorizations received by the Town Council, by the Superintendency for Architectural and Cultural Heritage as well as by any other competent authorities, without any right for a refund of expenses or any indemnity;
- ordinary and extraordinary maintenance of the property for the whole life of the contract as well as all the operating expenses (such as heating expenses, condominium, water, power supply services, telephone, gas, urban waste fee, etc.);
- the achievement of the administrative authorizations required for carrying on the indicated business;
- payment of the lease rent, according to what stated in the following art. 4;
- a guaranty agreement according to the following art. 5.

Art. 4 – LEASE RENT

The lease rent has been fixed at €on a yearly basis to be paid in advance by quarterly instalments at the Municipal Treasury.

The lease rent will be automatically brought up to date from year to year to the extent of 100% of the fluctuations verified by ISTAT (National Statistics Institute) of the consumer price index for workers' and employees' families.

The payment can't be either stopped, or delayed, or partially effected on the base of any kinds of claims or exceptions.

The failure to comply with what stated in this article will be considered a reason for the immediate cancellation of the contract.

In the case of cancellation or withdrawal from the contract, the Town of Acqui Terme will keep the whole rents previously collected.

Art. 5 – DEPOSITS AND GUARANTEES

The tenant declares the Town of Acqui Terme free from any sort of responsibility, in case of accidents or bodily injuries or material damages, also involving a third party, which can in any time come from what is the object of this contract and / or from the carrying out of the planned activities inside the building.

Besides, as guarantee of the exact and prompt fulfilment of the obligations undertaken with this agreement, the tenant gives a deposit for a total amount of €50.000,00 for the first five years by security deposit policy with a term of five years, renewable.

Art. 6 – PROHIBITION OF SUB-TENANCY

The sub-tenancy of the building being object of this contract is prohibited, even if partial.

Art. 7 – RESOLUTION OF THE CONTRACT

In the case of non-fulfilment of what stated in this contract, the Town Council will be entitled to immediately declare the resolution of the lease and initiate proceedings of damage recovery against

the tenant. No compensation and / nor indemnity will be acknowledged, while the deposit will be confiscated.

The failure to comply with what stated in the articles 4 and 5 of this contract will be considered a reason for the resolution of the tenancy agreement.

The declaration of bankruptcy, of business termination or of break-up of the tenant's agreement will involve the automatic and immediate lapse of the contract which will be therefore de jure cancelled.

In case of resolution, the break-up of the utilities and the cancellation of the connecting service contracts for power supply services, water, telephone, heating, etc. will be at the tenant's expense.

Art. 8 – WITHDRAWAL FROM THE CONTRACT

If the tenant intends to withdraw from this contract before the expiry date, he must give a six months' notice before the date of the withdrawal execution by registered letter sent to the Town Hall and, in any case, not before 5 years from the stipulation of the contract.

In case of an earlier withdrawal from the tenant, the Town of Acqui Terme will confiscate the deposit.

In any case of an earlier withdrawal, the break-up of the utilities and the cancellation of the connecting service contracts for power supply services, water, telephone, heating, etc. will be at the tenant's expense.

Art. 9 – RIGHT OF PRE-EMPTION

In case the lessor intends to transfer the rented estate against payment, the right of pre-emption ex art. 38 Law 392/78 is recognized to the tenant.

Art. 10 – RETURN OF THE PROPERTY

At the expiry of the contract the tenant is bound to return the property to the Town of Acqui Terme. All the existing works and installations will have to be returned in a perfect preservation condition and in working order with all the improvements which have been made without any charge to be paid by the Town of Acqui Terme.

The return of the works and installations will be made by statement drawn up in cross-examination between the parties.

Art. 11 – AMENDMENTS OF THE CONTRACT

Any amendments or additions to this contract, except for those required by law, will have to be stated and approved in written form, under penalty of its ineffectiveness.

Art. 12 – SETTLEMENT OF CONTROVERSIES: PROPER LAW OF THE CONTRACT AND PLACE OF JURISDICTION

The Proper Law of the Contract is the Italian Law.

The Law Court of Acqui Terme will be the place of jurisdiction for all the issues, financial and not, concerning this contract, differences in interpretation, total or partial disagreement about any aspect of the same.

Art. 13 – CONTRACT EXPENSES

All the expenses depending on or deriving from the stipulation of the contract, including those due to tax reasons and the registration fees, are totally to be paid by the tenant, notwithstanding the art. 8 Law 392/78.

Art. 14 – REFERRAL CLAUSES AND LEGAL ADDRESS

For all and any matters not mentioned herein, the parties refer to the rules of the civic code, law 392/78 and the other special laws on the subject.

For the purpose of this agreement, the tenant has his / her legal address at

Art. 15 – INTRODUCTIONS AND ENCLOSURES

The introduction is an integral part of this contract as well as all the enclosed documents with particular respect to those referring to the offer:

.....

I myself , certifying general secretary, have read the text of this act to the parties who, on my question, approving and confirming it, sign it with me certifying secretary.

Enclosures: Documents of the offer

SPECIFICATIONS OF THE TENDER INTENDED TO THE LEASE OF THE BUILDING EX LAWCOURT PORTICI SARACCO – ACQUI TERME

ART. 1 – RESPONSIBLE FOR THE PROCEEDINGS

Responsible for the tender proceedings is the Head of the Treasurer – Wealth Department. The tenderers can apply to him for any information about the selection process by getting in touch with him by telephone number +39 0144 770276, by fax number +39 0144 326784 or by e-mail address economato@comuneacqui.com
Tender documents can be downloaded from the website www.comuneacqui.com.

ART. 2 – SUBJECT MATTER OF THE TENDER PROCEDURE

Subject of the tender procedure is the lease of the property “Ex Lawcourt” – Portici Saracco located in Acqui Terme meant to the realization of a new use of the building complying with the Town Council’s targets tending to an environmental valorisation and promotion.

ART. 3 – UNITY OF THE PROJECT - PROPOSALS

The interested applicants must submit a proposal intending to re-use the whole building. Offers referring only to a part of the building are not accepted.

ART. 4 – TERM OF THE LEASE, EXTENSION AND RENEWAL

This lease contract will run for 30 (thirty) years, becoming effective from 1st January 2009 and expiring on 31st December 2038. After its expiry date the contract will be renewed for other 30 (thirty) years notwithstanding the lessor’s right according to the art. 29 paragraph 1, letter b) Law 392/78.

ART. 5 – PROCEDURES FOR THE EVALUATION OF THE TENDERS AND ADJUDICATION CRITERIA

Project - proposals will be evaluated within a comparative selection procedure with adjudication in favour of the most favourable offer under the economic point of view, considered as the one perfectly combining the project as well as the economic factors.

The evaluation procedure will be carried out by a Technical Committee appointed after the expiry date for the project - proposals submission.

The Town Council reserves the right not to proceed with the adjudication in case none of the offers prove to comply with the project and economic requirements indicated: the minimum standard condition of congruity has been fixed in total 60 points out of the available 100 points.

The Town Council can also proceed with the stipulation of the contract in case only one project - proposal comes out to be valid.

The project - proposals for the lease will be evaluated with the point allocation:

- a) up to a maximum of 50 points, as far as the project section is concerned also with reference to the feasibility of the proposal;
- b) up to a maximum of 50 points, as far as the economic section is concerned.

The points received in the respective sections for each project - proposal will be added up and on the base of these points the project - proposals will be included in a decreasing list.

ART. 6.1 – PROJECT AND FEASIBILITY ELEMENTS OF THE PROJECT - PROPOSAL

All the proposals will be taken into consideration, as long as not linked with polluting activities, with activities which could disturb the peace, or which are not believed to be in accordance with the Town Council's targets concerning the intended use of the building above mentioned.

The feasibility of the submitted project will be also evaluated both under the point of view of the realization time and of a revaluation of the premises, without neglecting the possible deriving effects for the economy of the territory of Acqui Terme.

ART. 6.2 – ECONOMIC ELEMENTS OF THE OFFER AND THEIR EVALUATION

The economic components of the offer are summed up in the economic – financial proposal for the lease: to this proposal a top score of 50 points is allocated.

The applicants must submit an economic – financial proposal for the lease indicating:

- the increase in percentage on the upset price of euro 200.000,00 (two hundred thousand/00), which the contractor commits himself / herself to pay as annual rent by advance quarterly instalments at the Municipal Treasury.

The evaluation of the economic offer is carried out with the allocation of the top score (50 points) to the offer having the higher increase and with the allocation of separated scores to the other offers, calculated on an inverse proportion basis with reference to the offer having the higher increase, according to the following formula:

$X = \text{submitted offer} \times 50 / \text{offer having the higher increase.}$

For each project - proposal the points referring to the elements pointed out in the art. 5 will be therefore added up.

ART. 7 – PROCEDURE FOR THE PROJECT - PROPOSAL SUBMISSION

General rules

The project - proposal must be drawn up in Italian or translated into Italian and it must consist of the following elements:

- a) project documents including the following information:
 - kind of activity the contractor is going to carry out in the building;
 - a feasibility study for the housing renovation projects necessary to make the building conforming to the kind of activity indicated;

- a chronological work programme for renovation, with a forecasting of the full running of the activity;
- a provisional indication of the investment financial plan the contractor is going to realize.

b) economic proposal (economic and financial elements).

People, interested in applying for the selection meant to the lease object of these specifications, must draw up the project – proposal considering the building de facto condition and of legal - administrative documentation concerning the same building, with particular reference to the contract draft approved by the Municipal Executive Committee with Deliberation dated 05/06/2008 No. 108.

Project – proposal composition

The project – proposal consists of two sections closely linked, even if submitted to a separate evaluation, with calculation of separate points, then added up.

Functional – managerial section (project document)

The project section, specified in the above mentioned documents, will have to be signed on each side (all over) by the applicant’s legal representative and will have to be closed into a proper envelope, duly sealed and countersigned on the closing flaps; such envelope must show on the outer side the clause “Project – proposal for the lease of the building “Ex Lawcourt – Portici Saracco – Acqui Terme”.

Economic section (economic and financial elements)

The economic section of the project – proposal will have to be signed by the applicant’s legal representative and will have to be closed into a proper envelope, duly sealed and countersigned on the closing flaps; such envelope must show on the outer side the clause “Economic proposal for the lease of the building “Ex Lawcourt – Portici Saracco – Acqui Terme”.

ART. 8 – PROCEDURE TO FORWARD THE PROJECT – PROPOSAL AND THE TENDER APPLICATION DOCUMENTS

The project – proposal, together with the envelope containing the administrative documentation and the application for the selection, must be closed into an envelope, duly signed and countersigned on the closing flaps.

Such envelope must show on the outer side the clause “Application documents and project – proposal for the selection meant to lease the building Ex Lawcourt – Portici Saracco – Acqui Terme”.

The envelope must reach, at the risk of being excluded, no later than 14:00 p.m. of 29.07.2008 the following address:

COMUNE DI ACQUI TERME – Ufficio Protocollo – Piazza A. Levi 12 – 15011 Acqui Terme (AL) – ITALY

by means of:

- Post Office, by registered letter with return receipt;
- courier (including priority mail);
- one's delegate, by hands, with the release of a receipt certification issued by the Town Council, countersigned by the person in charge for the submission.

ART. 9 – REQUIREMENTS FOR ENTERING THE TENDER

The entry to the tender is open to any individual or legal entity who will have to declare, pursuant to and by effect of the articles 75 and 76 of the Decree of the President of the Republic 445/2000:

- of having a management experience as per the enclosed curriculum;
- of not being in liquidation, of not being submitted to insolvency procedures, to mandatory management, or to any other procedure indicating insolvency or shutdown of the activity;
- that there are no existing general reasons for exclusion towards him / her according to the art. 38, paragraph 1, Legislative Decree 163/2006, as far as the contractual agreement which the declaration refers to is concerned;
- that the effects deriving from the preventive measures of supervisory according to the art. 3 Law no. 1423/1956, imposed to a common-law person, have not been extended towards him / her;
- that there are no existing judgements against him / her, even if not final judgements, referring to crimes precluding the participation in tenders;
- that there are no existing disqualifying precautionary measures, nor interdicting sanctions, nor interdiction from stipulating contracts with the public administration according to the Legislative Decree no. 231/2001;
- of committing himself / herself to integrally apply to his / her subordinates the national and supplementary collective labour agreement;
- of committing himself / herself to observe all the work safety regulations and of complying with all the compulsory by law performance of duties towards the subordinates and / or partners;
- of committing himself / herself to observe all the rules in force regulating the right to work for disabled people;
- that there are no existing relations of supervision or connection, according to the art. 2359 Civil Code with other tenderers to the same selection;
- of having looked over and approved the draft contract for the lease approved with Municipal Executive Committee's Deliberation dated 05/06/2008 No. 108;
- of having on the whole become acquainted with all the general, particular and local circumstances, none of them excluded or excepted, which can affect the project fulfilment.

The Town Council will carry out the verifications as provided by art. 72 of the Decree of the President of the Republic 445/2000 of the truthfulness of the given declarations and, in case the same would come out to be false, will initiate proceedings through the Legal Authorities according to the art. 76 and will proceed with the settlement of the order for the lapse of the possible granted benefits according to the art. 75 of the Decree of the President of the Republic 445/2000.

It is understood what follows:

- people having legal dispute of any kinds with the Town of Acqui Terme are not allowed to apply to the tender;
- people being in default, for any reason, towards this Public Authority are not allowed to apply to the tender.

ART. 10 – EVALUATING OPERATIONS OF THE PROJECT – PROPOSALS

The Town Council will proceed with forming a technical committee having as its first purpose the verification, for the applicants' admission to the tender, of the documentation according to the previous art. 9.

The committee will then proceed with opening the envelopes received from the admitted applicants containing the project sections of the project – proposals (envelope a) and with their analysis; once the analysis and the evaluation of this project – proposal sections are concluded, the committee will proceed with opening the envelopes containing the economic section (envelope b).

The committee must verify the possible inconsistency of the submitted proposals, with reference to pointing out the project – proposals with an overall fixed score below the limit of congruity, fixed in 60 points out of the available 100 points.

ART. 11 – VALIDITY OF THE PROJECT – PROPOSAL

Each tenderer will be bound to his / her offer for a period of ninety (90) days following the expiry date of the term for submission of the project – proposals.

ART. 12 – CONDITIONS TO MAKE SURVEYS IN THE BUILDING

In order to get a better evaluation of the building potentialities, the applicants taking part in the selection can go on the spot making one or more inspections.

Such inspections must anyway be made no later than 22.07.2008 by booking the survey with Mr. Petrone Antonio office tel. +39 0144 770277 mobile phone +39 348 2702447 fax number +39 0144 326784.

ART. 13 – PROHIBITION OF SUB-TENANCY

The applicant who will be identified as tenant is forbidden to sublease, even if partially, the building.

ART. 14 – TOWN COUNCIL DIFFERENT DETERMINATIONS

The Town Council reserves the right, in case of circumstances of public interest and on the base of its own final evaluation, to withdraw these specifications or to modify them, totally or partially, or not to proceed with the lease of the property without any possibility for the people having already submitted a project - proposal either of claiming the right for a compensation or of requiring any indemnity.

ART. 15 – DUTIES TO FULFIL AFTER THE END OF THE SELECTION

The applicant identified by the Town Council is required to produce all the necessary documentation within and no later than 15 days from the assignment decree and to sign the lease contract on the base of specific information given by the Town Council.

ART. 16 – REFERENCE TO THE CLAUSES OF THE TENANCY AGREEMENT

For all and any matters not mentioned herein, the parties refer to the clauses of the tenancy agreement draft approved by the Municipal Executive Committee with Deliberation dated 05/06/2008 No. 108.