

## CONTRACT NOTICE

### Section I: Contracting authority

#### I.1) Name, addresses and contact info

**Official name:** City of Venice - **Postal address:** S. Marco 4136 - **City:** Venice - **Post code:** 30124  
**Country:** Italy - **Contact info:** DIREZIONE FINANZA E BILANCIO Tel. +39 0412748387 - Dott. Piero Dei Rossi – E-mail: [piero.deirossi@comune.venezia.it](mailto:piero.deirossi@comune.venezia.it) – fax +39 0412748288 **Internet address(es)** [www.comune.venezia.it](http://www.comune.venezia.it) **General address for the Contracting authority (URL):** [www.comune.venezia.it/gare](http://www.comune.venezia.it/gare)

**Additional information available from:** Other (see Annex A.I)

**Specifications of charges and supplementary documentation available from:** (see Annex A.II)

**Bids or applications to tender should be sent to:** (see Annex A.III)

#### I.2) Type of Contracting authority

Local authority

**I.3) Main areas of activity:** General public services

**I.4) Concession for a service on behalf of other awarding authorities**

**The Contracting authority operates on behalf of other Awarding authorities:** Yes, the City of Venice operates on behalf of CMV S.p.A. (“**CMV**”) – a company wholly owned by the City – to transfer to the winner of this tender procedure the holding in Casinò di VeneziaGioco S.p.A. (“**CdVGioco**”) held by CMV, pursuant to the CMV Assembly resolution dated 16.12.2013.

### Section II: Object of the Concession

#### II.1) Description

##### II.1.1) Title attributed to the Concession by the Contracting authority

Open procedure to select a provider for the thirty-year management of the Venice Gambling House (“**Gambling House**”) following the transfer for the same length of time of the assets necessary for the Gambling House operation through the acquisition of the 100% equity stake in CdVGioco held by CMV. In addition to this Contract Notice (the “**Contract Notice**”), the bid procedure (the “**Procedure**”) is regulated by the Tender Specifications (the “**Specifications**”) and by documentation made available pursuant to the terms, conditions and schedule stated in the Specifications.

##### II.1.2) Type of Concession, location delivery or execution

Services

Service category no. 26(For service categories 1-27, see Annex II to Directive 2004/18/EC)

Main location of service provision: Venice

Code NUTS IT

### **II.1.3) Information on public tenders, the framework agreement or dynamic purchasing system (DPS)**

The notice concerns a concession for service provision.

### **II.1.4) Information regarding the framework agreement *(if applicable)***

#### **Framework agreement duration**

**Estimated total value of purchases over the entire length of the framework agreement *(if applicable, indicate in figures only)***

### **II.1.5) Brief description of the Concession**

Derogating from Article 718 of the Italian Criminal Code (which prohibits gambling in public places, places open to the public and private clubs) under Royal Decree Law no. 1401 of 16 July 1936 (ratified by Law no. 62, 14 January 1937), the Ministry of the Interior with the decree dated 30 July 1936 authorized the City of Venice (the “**City**”) to undertake gambling activities at the Gambling House (the “**Service**”). Management of the Service takes place at the Ca’ Vendramin Calergi Gambling House (the “**Primary Premises**”) and “Ca’ Noghera” (the “**Secondary Premises**”) and, together with the Primary Premises, the “**Original Premises**”), via CdVGioco which manages the Original Premises under lease and is the owner of all activities, relations, assets and liabilities directly associated with the Service (i.e. relations with employees, slot machines, gaming tables, office fixtures and fittings, contracts vital to operating gambling activities, etc). The Original Premises (fixtures and fittings therein not directly associated with the Service and included under lease agreements) and CdVGioco shares belong to CMV, a company wholly owned by the City.

In a deed dated 11.12.2013 the Ministry of the Interior granted the authorization requested by the Mayor of the City of Venice in a letter dated 20 September 2013, to the implementation of City Council resolution no. 70 of 17-18 September 2013, in which the City resolved to proceed with transferring the management of the Service to a third party by licensing the service pursuant to an outline service concession agreement, subsequently amended with a number of non-substantive changes requested by the Ministry of the Interior, as per the document attached as Annex 3 to City Executive Council resolution no. 696 dated 20.12.2013 (the “**Agreement**”).

Pursuant to the provisions of City Council resolution no. 70 of 17-18 September 2013, City Executive Council resolution no. 696 of 20.12.2013, authority decision no. 2980 of 20.12.2013 and the CMV assembly ruling of 16.12.2013, through this Procedure the City is moving forward with the selection of an economic

operator to take over management of the Service, which must purchase 100% of the equity in CdVGioco from CMV pursuant to the framework of the agreement in order to transfer the entire share capital of CdVGioco from CMV to the tender winner, as per Annex 0.6 of the Agreement (the “**Acquisition Agreement**”). As a result of the tender decision and the signature and execution of the Acquisition Agreement, CdVGioco – whose shares shall be purchased by the tender winner – will become the Concession Holder. The relationship between the City, CdVGioco and the tender winner of this Procedure shall be governed by the Agreement.

In virtue of the Concession and Agreement, in exchange for payment of the amounts envisaged under the Agreement, the Concession Holder shall purchase and take on the risk and the right to operate the service at the Gambling House locations, and receive the revenues. Having received the City’s prior agreement, the Concession Holder may phase out the Secondary Premises (but not the Primary Premises, which must remain such for the entire duration of the Agreement) and provide the service at a different location (which must in any event be authorized by the Ministry of the Interior). The City shall additionally maintain the powers of guidance, control and oversight over the Service run by the Concession Holder to ensure that it complies precisely with legal requirements, any applicable regulatory provisions, ministerial prescriptions and the City’s institutional purposes.

On expiry of the Agreement, the assets used to run the Service, which were conferred to CdVGioco, shall be returned to the City or transferred to a third party selected by the City via a new public tender procedure.

#### **II.1.6) Common Procurement Vocabulary (CPV)**

**Main object main vocabulary** 92351200-8 (Casino operating services)

**Supplementary vocabulary** (*if applicable*)

#### **II.1.7) Information about Government Procurement Agreement (GPA)**

The service concession falls under the application framework of the Government Procurement Agreement (GPA): No

#### **II.1.8) Lots**

This Service Concession is divided into lots: No. It is hereby specified that the concession may not be divided into lots owing to the unitary and indivisible nature of the underlying activity.

#### **II.1.9) Information about variants**

**Variants will be accepted:** No service management-related variations are admissible with the exception of those envisaged for the Secondary Premises.

#### **II.2) Quantity or scope of the Concession**

### **II.2.1) Total quantity or scope:** *(including all lots, renewals or options if applicable)*

€508,476,000.00. Estimated total amount on which the security shall be calculated.

Estimated value: €464,176,000,00, equal to the sum of the amounts indicated under A), B) and C).

A: €140,000,000.00 (one hundred and forty million euros and zero cents) as a fixed sum from gambling proceeds to be paid for the first two years to the City for the management of the Service on signature of the Agreement. This amount is subject to increase pursuant to the terms and conditions indicated in the Specifications;

B: €308,000,000.00 (three hundred and eight million euros and zero cents) as a minimum guaranteed amount from gambling proceeds to be paid to the City for management of the Service from the third year that the Agreement applies from the third year of the term of the agreement and until the commission expires. This amount is subject to increase pursuant to the terms and conditions indicated in the Specifications;

C: €16,176,000.00 (sixteen million one hundred and seventy six million euros and zero cents) for the concession fee to be paid to the City. This amount is fixed and commensurate with the total annual government concession levy, which currently corresponds to €539,200.00 (five hundred and thirty-nine thousand two hundred euros and zero cents).

The fixed amount of income, the guaranteed minimum and the concession fee shall be increased by any income from gambling to be paid to the City for management of the service starting from the seventh year of the Agreement until the end of the commission (that is to say, an amount corresponding to the percentage – minimum 5% – of the difference if positive between revenue from gambling as defined under the Agreement and €140,000,000.00 (one hundred and forty million euros and zero cents), which is also subject to increase pursuant to the terms and conditions indicated under the Specifications), the additional fee to cover tax-related charges associated with Service management, and the return to the City of the 10% share of revenues from the marketing of trademarks and licenses envisaged under the Agreement. It should be noted that any sum from gambling revenues is subject to increase pursuant to the terms and conditions indicated in the Specifications.

D: €44,300,000.00 for the purchase of the CdVGioco equity stake to be paid to CMV, as envisaged under City Council resolution no. 70 of 17-18 September 2013.

### **II.2.2) Options** *(if applicable)* no

### **II.2.3) Information on renewals**

The Service Concession is subject to renewal: No

### **II.3) Duration of the Concession or time limit for completion**

Duration in months: 360 months from signature of the Agreement.

### **Section III: Legal, economic, financial and technical information**

#### **III.1) Conditions relating to the Concession**

##### **III.1.1) Deposits and guarantees required: *(if applicable)***

Under penalty of exclusion, applicants' bids must include:

- a) A guarantee in the form of a deposit or surety valid for 180 (one hundred and eighty) days from the bid submission expiry date, corresponding to 2% (two per cent) of the estimated total amount indicated under section II.2.1 of the Contract Notice. The deposit may be constituted in cash (within the limits and in compliance with applicable legal provisions with regard to anti-money-laundering and the traceability of financial flows) or in government securities guaranteed by the State current on the day that they are deposited with a provincial treasury office or with authorized companies, by way of a pledge in favour of the Contracting authority, including in the name of and on behalf of CMV in as much as it is owed to CMV; the surety may be from a bank, insurance company or issued by registered brokers pursuant to Article 106 of Legislative Decree no. 385 of 1 September 1993, which exclusively or predominantly undertake the activity of issuing guarantees, and are subject to audit by an external auditing company registered pursuant to Article 161 of Legislative Decree no. 58, 24 February 1998. The surety must also specifically envisage: i) waiving the benefit of discussion of the principal debtor; ii) waiver of the exception under Article 1957, subsection 2 of the Italian Civil Code and iii) payable on first written demand within 15 days or receipt of notice; the above guarantee shall be provided to ensure acceptance of the binding nature and irrevocability of the bid, and the commitment to execute the Acquisition Agreement and the Agreement. For the tender winner this guarantee shall automatically be released on signature of the Agreement; for the other Operators, on announcement of the final decision under the Procedure;
- b) The guarantor's commitment to issue guarantees for execution of the Agreement, if the bidder is awarded the Service, as envisaged under Article 13 of the Agreement.

In the case of bidders in an existing consortium or grouping or one being formed: (i) The guarantee pursuant to item a) in this section should, on penalty of exclusion, be presented by the lead company/agent – or the entity indicated as such – in the name of all of the companies taking part in the consortium or grouping; (ii) The commitment pursuant to item b in this section should, on penalty of exclusion, be presented by the lead company/agent for the temporary grouping of companies in existence or by all members of the temporary grouping of companies for a temporary grouping of companies being formed.

### **III.1.2) Main financing conditions and payment arrangements and/or reference to the relevant provisions governing them:**

Revenues arising from Service management activities or other activities pursuant to the Agreement.

**III.1.3) Legal form to be taken by the group of economic operators to whom the Concession is to be awarded:** The legal form admissible under Article 34 of Legislative Decree no. 163 of 12 April 2006 (the “**Public Contract Code**”). Should it place the winning bid, a temporary grouping of companies must set up a company in which each member of the temporary grouping of companies holds a stake.

### **III.1.4) Other particular conditions**

The performance of the Service Concession is subject to particular conditions: Yes, as indicated in the Agreement.

## **III.2) Conditions for participation**

### **III.2.1) Personal situation of economic operators, including requirements relating to enrolment on professional or trade registers**

A) Domestic and international operators in the industry to which this tender applies (“**Operators**”) in possession of the requirements envisaged under the Contract Notice in the forms indicated under Section III.1.3 of the Contract Notice are eligible to take part in the Procedure. Given the particular nature and size of the activity covered under the Concession – and in order to enable the competent public security authorities and the City to undertake full, effective and in-depth due diligence on the possession and maintenance of integrity requirements (with particular reference to requirements targeted at preventing infiltration by organized crime and money-laundering phenomena) – operators who do not have their registered office in a European Union nation are eligible to bid in the Procedure on condition that at the time they present their bid they establish (and, should they win, maintain for the duration of the Concession) solely for the purpose of undertaking the above-mentioned controls at least one *ad hoc* administrative office in a European Union nation (the establishment of which is envisaged for the sole purpose of enabling integrity-related checks) under the responsibility of a representative appointed for this purpose.

In either case, the documentation necessary for or in any event of use to the competent public security authorities and the City to ensure that the above-mentioned checks are effective must be submitted and retained at the registered office (EU operators) or the administrative office in a European Union nation (non-EU operators). The documentation filed and retained at this office must be provided in the original or as a copy that complies with the original pursuant to regulations envisaged under the system where the Operator is based.

Information and formalities necessary for evaluating compliance with the requirements:

B) Operators that possess the following requirements of a general nature and professional suitability may bid as part of the Procedure:

1) Compliance with the general requirements set out under Article 38 of Legislative Decree no. 163 of 12 April 2006 (the “Public Contract Code”), the same article being applicable to this procedure. In consequence, Operators to which grounds for exclusion pursuant to Article 38 apply are excluded from the procedure. Each Operator must specifically declare that the grounds for exclusion envisaged under Article 38 of the Public Contract Code do not pertain, pursuant to the templates in Annex 5 and 6 to the Tender Specifications;

2) Non-existence of any causes for exclusion as identified in Article 24 subsection 25, of Law Decree no. 98 of 6 July 2011, as amended and ratified by Law no. 111 of 15 July 2011. Consequently, Operators will be excluded from the tender procedure in the following cases: i) the owner or legal representative or attorney-in-fact or the managing director or the person responsible for a branch office or a permanent establishment in Italy of non-resident Operators, as well as the non-separated spouse of any of subjects listed above, has been convicted of, including by interlocutory judgment, or is currently under trial for, any of the crimes under Articles 2 and 3 of Legislative Decree no. 74 of 10 March 2000, or under Articles 314, 316, 317, 318, 319, 319-ter, 320, 321, 322, 323, 416, 416-bis, 644, 648, 648-bis and 648-ter of the Italian Criminal Code or, in the event of crimes committed abroad, for offences related to organized crime or money laundering from illicit activities; ii) when 2% or more of the Operator’s equity or assets is directly or indirectly owned by natural persons and/or their non-separated spouses who have been convicted, including by interlocutory judgment, or are currently under trial for, any of the crimes under Articles 2 and 3 of Legislative Decree no. 74 of 10 March 2000, and in Articles 314, 316, 317, 318, 319, 319-ter, 320, 321, 322, 323, 416, 416-bis, 644, 648, 648-bis and 648-ter of the Italian Criminal Code or, in the event of crimes committed abroad, for offences related to organized crime or the laundering of money from illicit activities;

3) Non-existence, with reference to the subjects identified in art 67 of Legislative Decree no. 159 of 6 September 2011, of any of the causes for prohibition identified in subsections 1, 4 and 8 of the same Article 67 of Legislative Decree no. 159 of 6 September 2011. The provisions of Articles 83 and following of said Legislative Decree no. 159 of 6 September 2011 shall apply in full;

4) Subsequent to the entry into force of Article 1, subsection 17, Law no. 190 of 6 November 2012, no breach has occurred of the clauses contained in legality protocols or in integrity agreements entered into with commissioning bodies and government entities pursuant to the aforementioned Article 1, subsection 17, Law no. 190 of 6 November 2012;

5) No grounds for ineligibility to negotiate with government entities envisaged under Article 53, subsection 16-ter, of Legislative Decree no. 165, 30 March 2001;

6) Registration with the Chamber of Commerce, Industry, Crafts and Agriculture of the Province where the Operator is based or with a similar register (if existing) in the Operator's Country of origin, containing information to the effect that the Operator's corporate purpose – based on chamber of commerce registrations – includes the subject of this Procedure;

7) With reference to Operators within the scope of application of Article 37 of Law Decree no. 78 of 31 May 2010, the authorization released by the Ministry of the Economy and Finance, pursuant to Article 37 of Law Decree no. 78 of 31 May 2010, according to the methods and terms established by the decree issued by the Ministry of the Economy and Finance on 14 December 2010, published in the Official Gazette of the Italian Republic no. 46 of 25 February 2011.

For temporary groupings of companies or ordinary consortia or networks of companies:

- a) The requirements stated under items 1, 2, 3, 4, 5 and 6 must be held by each Operator within the temporary grouping of companies, standard consortium or network of companies;
- b) The authorization pursuant to item 7 must only be produced by the Operator to which the regulations referenced under that item apply.

Demonstration of the requirements pursuant to 1, 2, 3, 4, 5 and 6 shall be provided via: i) Self-certification pursuant to Articles 38, 46 and 47 of Presidential Decree no. 445 of 28 December 2000, for Operators resident in Italy; ii) a certified declaration pursuant to Article 33 of Presidential Decree no. 445 of 28 December 2000 or pursuant to the terms and conditions applicable in the State of residence for Operators from another member state of the European Union not resident in Italy (such documentation must be accompanied by a sworn translation into Italian ); iii) Documentation suited to certifying that these requirements apply to Operators non-resident in the EU (such documentation must be accompanied by a sworn translation into Italian).

Please consult the Specifications.

C) Pursuant to article 38 of the Public Contract Code (and without prejudice to the application of all regulations envisaged under that article to this Procedure), it is hereby explicitly stated that Operators whose ownership or, in the case of a company with a number of shareholders equal or lower than four, or shareholders who are physical persons in the case of sole shareholder companies, may take part in this Procedure provided that no grounds for exclusion pertain as envisaged under items b and c of Article 38, subsection 1, of the Public Contract Code, and for whom it follows that:

❖ No proceedings are pending regarding the application of one of the preventative measures envisaged under Book I, Title I, Heading II of Legislative Decree no. 159/2011 which, pursuant to Articles 6 and 67 of the aforementioned legislative decree result in ineligibility of holding public concessions;



No final sentence has been passed or a criminal conviction been issued that is beyond appeal, or a sentence in application of a plea bargain pursuant to Article 444 of the Italian Code of Criminal Procedure for serious crimes against the State or the Community that impinge upon professional integrity; A final sentence for one or more crimes of belonging to a criminal organization, fraud or money-laundering as defined by Community deeds cited in Article 45, clause 1, EC Directive 2004/18 is in any case grounds for disbarment. In any event, disbarment and prohibition also apply to individuals who resigned from their post in the year preceding issue of the Contract Notice der if the Operator has not demonstrated an effective dissociation from the conduct that led to sentencing; disbarment and prohibition do not pertain when the crime has been decriminalized or a forfeited right has been restored, or if the crime has been declared expired after a sentence, or if the sentence itself has been revoked.

This is without prejudice to the provisions under item III.2.1.B.1.

To this end, as part of the bid process the party concerned must issue a declaration pursuant to the form attached as Annex 5 to the Specifications. For temporary groupings of companies or ordinary consortia or networks of companies, this requirement must be held by each Operator within the temporary grouping of companies, ordinary consortium or network of companies.

### **III.2.2) Economic and financial ability**

Information and formalities necessary for evaluating if the requirements are met:

Minimal level(s) of standards possibly required: *(if applicable)*

Operators that possess the following requirements may bid as part of the Procedure:

1) Over the three years (2010-2011-2012), have registered a specific annual average turnover for gambling house management services totalling (excluding VAT) no less than twice that posted by the current CMV Gioco Group last year (2012), that is to say, equal to € 202,929,864.00.

For a temporary grouping of companies, an ordinary consortium, or a Network of companies, turnover from managing gambling houses must be held by an industry operator or, in the case of multiple gambling house operators which are members of a temporary grouping of companies, an ordinary consortium or a network of companies, must be held, cumulatively, by gambling house operators.

Proof of meeting the economic and financial capacity requirements is provided by producing the following documents:

i) Statement by at least two banks or authorized intermediaries pursuant to Legislative Decree no. 385, 1 September 1993, certifying the economic and financial capacity in order to comply with obligations arising from placing the winning bid; ii) Corporate accounts or extracts of accounts, or a declaration signed pursuant to the provisions of Presidential Decree no. 445 of 28 December 2000;

iii) A self-certified statement, duly signed in accordance with the provisions of Presidential Decree no. 445 of 28 December 2000, regarding revenues registered in the last three years (2020-2011-2012) in the field of activity relevant to the tender.

If, for justifiable reasons, the Operator is unable to present the proof requested, it may prove its economic and financial capacity through any other document considered suitable by the Contracting authority.

The statement referred to under item i must be presented upon bid submission. The tender winning Operator is duty-bound to exhibit evidential documentation in order to confirm the statements referred to under items ii ) and iii ).

Relying on the standing of other entities (the Italian “*avalimento*”) is permissible within the limits of and pursuant to the terms and conditions envisaged under Article 49 of the Public Contract Code in order to comply with possession of the economic and financial capacity requirements.

Please see the Specifications.

### **III.2.3) Technical capacity**

Information and formalities necessary for evaluating if the requirements are met:

Minimal level(s) of standards possibly required: (*if applicable*)

Operators that in the last five years have accrued at least five years’ experience in the gambling house management sector are eligible to participate in the Procedure. For temporary groupings of companies or ordinary consortia or networks of companies, gambling house management experience must be held by at least one Operator within the temporary grouping of companies, ordinary consortium or network of companies.

Proof of holding technical capacity requirements may be achieved by producing a list of the main industry services under the tender rendered during the years 2008, 2009, 2010, 2011 and 2012. To this end, during the tender process, the Operator who holds this necessary requirement may make a declaration signed in compliance with the provisions of Presidential Decree no. 445 of 28 December 2000; the tender-winning Operator is requested to show the evidential documentation to back up what was declared during the tender process.

Pooling is permissible up to the limits and pursuant to the terms and conditions envisaged under Article 49 of the Public Contract Code, in order to comply with the possession of technical capacity requirements.

Please see the Specifications.

### **III.2.4) Information about reserved contracts (*if applicable*)**

### **III.3) Conditions specific to services concessions**

### **III.3.1) Information about a particular profession**

Execution of the service is reserved to a particular profession: No

### **III.3.2) Staff responsible for the execution of the service**

Legal persons should indicate the names and professional qualifications of the staff responsible for the execution of the service: No

## **Section IV:Procedure**

### **IV.1) Type of procedure**

#### **IV.1.1) Type of procedure**

Open

### **IV.2) Award criteria**

#### **IV.2.1) Award criteria** *(please tick the relevant boxes)*

The most economically advantageous tender in terms of the criteria stated in the Tender Specifications

#### **IV.2.2) Information about electronic auction**

An electronic auction will be used: No

### **IV.3) Administrative information**

#### **IV.3.1) File reference number attributed by the Contracting authority:** *(if applicable)*

#### **IV.3.2) Previous publication(s) concerning the same Concession**

No

#### **IV.3.3) Conditions for obtaining specifications and additional documents or descriptive document** *(in the case of a competitive dialogue)*

Time limit for receipt of requests for documents or for accessing documents

Date: 4.3.2014 Time: 12:00 a.m.

Payable documents: No

#### **IV.3.4) Time limit for receipt of tenders or requests to participate**

Date: 17.3.2014 Time: 12 a.m.

#### **IV.3.5) Date of dispatch of invitations to tender or to participate to selected candidates** *(if known, in the case of restricted and negotiated procedures and competitive dialogue)*

#### **IV.3.6) Language(s) in which tenders or requests to participate may be drawn up**

Italian

#### **IV.3.7) Minimum time frame during which the tenderer must maintain the tender**

In days: 180 from the date stated for receipt of tender)

#### **IV.3.8) Conditions for opening tenders**

Date: 19.3.2014 Time: 10 a.m.

Place: at the Contracting authority's registered office

Persons authorised to be present at the opening of tenders: *(if applicable)* Yes

*(if yes)* Additional information about authorised persons and opening procedure:

Bidders may be represented at the envelope opening by the legal representative of the Operator or an individual with a specific proxy and/or power of attorney granted by the Operator's legal representative, as well as a current ID document.

The terms and conditions for bid opening are specified in the Specifications which are freely available from the City Administration web site at [www.comune.venezia.it](http://www.comune.venezia.it).

### **Section VI: Complementary information**

#### **VI.1) Information about recurrence *(if applicable)***

This is a recurrent procurement: No

#### **VI.2) Information about European Union funds**

The Concession is related to a project and/or programme financed by European Union funds: No

#### **VI.3) Additional information *(if applicable)***

1. The Contract Notice, Specifications with its associated annexes and forms for statements are available on the website [www.comune.venezia.it/gare](http://www.comune.venezia.it/gare). Any clarifications provided by the City shall also be published there.
2. Operators have the opportunity to undertake due diligence pursuant to the terms, conditions and content illustrated in the Specifications and associated annexes, which should be consulted for more information.

It should be noted that: i) Pursuant to and by effect of Article 7.2. of the Agreement, the Operator must maintain employment levels existing at the time that the service covered under this Procedure is

handed over; ii) Pursuant to and by effect of Article 10.6 of the Agreement, the City has the right to use (or arrange for the use of) free of charge – and under the conditions established herein – for no more than 35 days per year the rooms designated “Camino” and “Cuoid’oro” at the Primary Premises; iii) Pursuant to Article 6 of the lease agreement for the Primary Premises, CMV has the right to use free of charge the rooms in the building currently dedicated to hosting the Richard Wagner Museum, as well as the rooms that will host the City Inspection Service, as outlined in red in the plan attached as Annex 6 to the same contract; iv) Pursuant to Article 7 of the lease agreement for the Primary Premises, the Operator shall be responsible for and sustain all associated expenses for maintenance work (ordinary and extraordinary) on the property, for the assets stated under Section 2.2 of the same contract, and for installations (including technological and IT equipment) that service the same premises. Such work should be carried out pursuant to the terms, conditions and schedule established under Article 7.

3. References in the Public Contract Code – contained in the Contract Notice, Specifications and associated annexes – must be considered compulsory. Consequently, the City shall comply with the provisions of the Public Contract Code with which it is duty-bound by law, and not restrict itself to compliance with the prescriptions of the same Public Contract Code in addition to those to which it is required to comply as a result of domestic and Community law. The Contract Notice and all other Procedure-related documentation are, in any event, reverse dependent upon regulations applicable to commissioning referenced in the Contract Notice and all other Procedure-related documentation. The Concession relationship also falls under the application of obligations envisaged under Article 30, subsection 6, of the Public Contract Code.
4. The Contract Reference Number (CRN) is **5523271B68**. This CRN must be used for payment of the fee payable to the Authority for Supervision of Public Works, Services and Provision Contracts (“AVCP”) pursuant to Article 1, subsections 65 and 67 of Law no. 266/2005 for purposes related to the traceability of financial flows pursuant to Article 3, Law no. 136/2010.

It is compulsory to attach documentary proof that the € 500.00 (five hundred euros and zero cents) payment has been made to the AVCP, by means of a payment made pursuant to operational instructions on that authority’s website at <http://www.avcp.it>. For more information please consult the Specifications.

5. The data collected will be processed in compliance with Legislative Decree no. 196/2003 exclusively within the framework of this Procedure, and to this end, by presenting this application to bid, bidders consent to its processing. Please consult the Specifications. It should further be noted that the data

collected shall be published in compliance with the provisions of Article 1, subsection 32, of Law no. 190 of 6 November 2012 and Article 37 of Legislative Decree no. 33 of 14 March 2013.

6. Partial and/or conditional bids are inadmissible, on penalty of exclusion from the Procedure.
7. The City reserves the right: i) To undertake any communication concerning this Procedure to the elected domicile, email address or fax number Operators are obliged to provide in the bidding application; ii) To proceed with making the Procedure award even if just one valid bid is received; iii) To suspend, cancel or revoke the Procedure at any moment for reasons of public interest and within the limitations and pursuant to the terms and conditions envisaged under applicable statutory law.
8. Within 60 days of the award, the tender winner must pay the City the fees associated with publication of the Contract Notice and notice of the tender winner (in summary) in at least one of Italy's main nationally-circulated newspapers, and at least one of its main locally-circulated newspapers, as envisaged under Article 34, subsection 35, of Decree Law no. 179 of 12 October 2012, as ratified by into Law no. 221 of 17 December 2012 to the amount of € 3.000 plus VAT. This amount must be reimbursed to the City by bank transfer to current account no. IT 29 E063 4502 0101 0000 0300 330 BIC IBSPIT2V with the following reference: "Reimbursement of publication expenses for the tender designated by CRN number **5523271B68** in compliance with Article 34, subsection 35 of Legislative Decree no. 179 of 2012".
9. The Sole Manager in charge of the Procedure is the Head of the Finance, Budget and Tax Office Mr Piero dei Rossi.

#### **VI.4) Procedure for appeal**

##### **VI.4.1) Body responsible for appeal procedures**

Official name: Regional Administrative Court for Veneto - Postal address: Cannaregio 2277/2278 - City: Venice - Post code: 30121 Country: Italy - Telephone: +39 0412403911 Fax: +39 0412403940/941 E-mail: [seggen.ve@giustizia\\_amministrativa.it](mailto:seggen.ve@giustizia_amministrativa.it) - Internet address: [www.giustizia-amministrativa.it](http://www.giustizia-amministrativa.it)

##### **Body responsible for mediation procedures** *(if applicable)*

##### **VI.4.2) Lodging appeals** *(fill in item VI.4.2 or, if necessary, item VI.4.3)*

Precise information on deadline(s) for lodging appeals:

Procedure deeds may only be contested by lodging an appeal with the Regional Administrative Court for Veneto within a deadline of 30 (thirty) days (see Articles 29, 42 and 119, subsection 1, letter a and 120 of Legislative Decree no. 104 of 2 July 2010).

**VI.4.3) Service from which information about the lodging of appeals may be obtained**

**VI.5) Date of dispatch of this notice:** *23.12.2013 (dd/mm/yyyy)*

*Annex A*

*Additional addresses and contact points*

*I) Addresses and contact points from which further information can be obtained*

Official name: City of Venice - Postal address: S. Marco 4137 - City: Venice - Post code: 30124 Country: Italy - Contact point: DIREZIONE FINANZA E BILANCIO For the attention of: Dott. Piero Dei Rossi Telephone: +39 0412748387/8696/8546 - E-mail: [garacasino@comune.venezia.it](mailto:garacasino@comune.venezia.it) – Fax +39 0412748626

*II) Addresses and contact points from which specifications and additional documents can be obtained*

Official name: City of Venice - Postal address: S. Marco 4137 - City: Venice - Post code: 30124 Country: Italy - Contact point: DIREZIONE FINANZA E BILANCIO For the attention of: Dott. Piero Dei Rossi Telephone +39 0412748387/8696/8546 - E-mail: [garacasino@comune.venezia.it](mailto:garacasino@comune.venezia.it) – Fax +39 0412748626 Internet address (URL): [www.comune.venezia.it/gare](http://www.comune.venezia.it/gare)

*II) Addresses and contact points to which tenders/request to participate must be sent*

Official name: City of Venice - Postal address: S. Marco 4165 - City: Venice - Post code: 30124 Country: Italy - Contact point: PROTOCOLLO GENERALE For the attention of: SERVIZIO GARE E CONTRATTI Telephone +39 0412748823/8546