

**Camera di Commercio, Industria, Artigianato e Agricoltura
di Venezia Rovigo Delta-Lagunare**

**AUCTION NOTICE
FOR FULL OWNERSHIP OF THE BUILDING OWNED BY THE CAMERA DI
COMMERCIO DI VENEZIA OF VENEZIA ROVIGO DELTA-LAGUNARE**

<http://www.dl.camcom.gov.it/bandi>

Art. 1 - BUILDING DESCRIPTION

On **5 October 2017 at 10:00 AM**, at the offices of the Camera di Commercio di Venezia Rovigo Delta-Lagunare, Calle Larga XXII Marzo, San Marco 2032, Venice, a public auction will be held for the sale of the building described below:

City/ Address	Venice, Calle Larga XXII Marzo, San Marco 2032
Seller	Camera di Commercio, Industria, Artigianato e Agricoltura di Venezia Rovigo Delta-Lagunare , public agency with registered office in Venice, Calle Larga XXII Marzo, San Marco 2032, taxation code and VAT no. 04303000279, full owner
Building description	<p>Prestigious, recently restored building located near Saint Mark's Square in the historic centre of Venice, composed of various property units for commercial and office use on six above-ground storeys with various internal levels in different parts of the building.</p> <p>The building's monumental facade is made of Aurisina stone, with several sections built at different times along Calle del Cristo, Piscina San Moisè and Calle delle Veste.</p> <p>The building is listed as a Historical Property for its cultural value under article 12 of Legislative Decree 42/04 as amended, issued by the Regional Directorate for Cultural Heritage and Landscape dated 15 April 2010.</p> <p>The building is located in an area at archaeological risk as declared by the Superintendence for Archaeological Heritage of Veneto.</p> <p>The procedure as per articles 54, 55, 56 of Legislative Decree 42/04 as amended is underway.</p> <p>Gross surface area is 4 924 m²</p>
Land register data	<p>The complex is listed as follows in the Venice land register:</p> <ul style="list-style-type: none">• Page 15, lot 2914, subsection 11, Category CO1 <i>This portion of the building is currently used for retail activities under a contract signed on 01/09/2016 with renewable term expiring on 30/08/2022</i>• Page 15, lot 2909, subsection 12, Category A02• Page 15, lot 2909, subsection 15, Category C01• Page 15, lot 2909, subsection 17, Category B04
Energy certification	<p>Page 15, PART 2909, SUB 17 BUILDING CLASS: B</p> <p>Page 15, PART 2914, SUB 11 BUILDING CLASS: B</p> <p>Page 15, PART 2909, SUB 15 BUILDING CLASS: A</p>

	Page 15, PART 2909, SUB 12 BUILDING CLASS: G
Reserve price	€45 000 000.00 (forty-five million/00 euros)
Security Deposit	€2 250 000.00 (two million two hundred fifty/00 euros) representing 5% of the reserve price, under the terms established in this notice

The description of the building complex should be considered indicative and non binding.

The building will be sold at a public auction with sealed bids above the reserve price under the terms defined in articles 73 section c), 76 paragraphs 2 and 77 of Royal Decree no. 827 of 23 May 1924.

The auction will be overseen by a commission appointed by the Secretary General of the Camera di Commercio, Industria, Artigianato e Agricoltura di Venezia Rovigo Delta-Lagunare.

Art. 2 - AWARD CRITERIA

Only offers higher than the reserve price will be considered.

Only one additional bid is permitted in the event equal bids are found upon opening the bids and confirming their validity. In this case, a second sealed bid must be immediately submitted to the auction President.

If there is a second tie bid, a winner will be drawn from among the bidders by means of a lottery.

If one or more bidders present do not wish to submit a second bid, the sale will be awarded by lottery per Royal Decree no. 827/1924.

If the aforementioned criteria are unclear, the clauses are to be interpreted in the sense most advantageous to the seller.

The building will be sold even if only one valid bid is submitted.

Art. 3 – DEADLINE FOR BID SUBMISSION

To participate in the auction, interested parties must submit their bid to the Camera di Commercio di Venezia Rovigo Delta-Lagunare, Ufficio Protocollo, Calle Larga XXII Marzo San Marco 2032, Venezia, **no later than 12:00 noon on 2 October 2017, under penalty of exclusion.** The date and time stamp affixed to the notice of receipt by the Ufficio Protocollo shall serve as proof.

Late bids will not be considered, even if sent before the deadline. The Camera di Commercio cannot be held liable for late deliveries related to Poste Italiane S.p.A. or couriers or to Acts of God or strikes. Replacement or additional bids will not be accepted nor may submitted bids be withdrawn after the submission deadline.

Auction results will be posted on the Camera di Commercio website, in the "Bandi" section, at <http://www.dl.camcom.gov.it/bandi> under "Asta pubblica".

Art. 4 - TERMS OF BID SUBMISSION

Bids must be made in Italian and stamp duty must be paid.

Bids must be **unconditional, expressed** in numbers and written in full.

Bids made by a company must be signed by the legal representative or any other proxy, along with a copy of the signatory's valid piece of identification.

Bids may also be submitted by multiple bidders who may be represented by a proxy.

In the event of a discrepancy between the bid in numbers and written in full, the bid most advantageous to the seller will be considered.

Bids must be submitted in a sealed envelope labeled "Busta A – Offerta Economica" countersigned on the edges of the flaps, including those sealed during manufacturing. No other documents must be inserted in this envelope.

After being sealed and countersigned on the edges of the flaps and containing no other documents, "envelope A – Offerta Economica" must be inserted inside a larger envelope that must also be countersigned on the edges of the flaps, identify the sender and recipient and include the following statement:

"Asta per alienazione building della Camera di Commercio di Venezia Rovigo Delta – Lagunare sito in Venezia Calle Larga XXII Marzo San Marco 2032 – non aprire"

and addressed to:

**CAMERA DI COMMERCIO DI VENEZIA ROVIGO DELTA-LAGUNARE
UFFICIO PROTOCOLLO
CALLE LARGA XXII MARZO SAN MARCO 2032 – 30124 Venice**

Please note that this envelope must contain envelope A containing the bid, plus envelope B containing all of the documents required under points I and II below, according to the model attached to the auction notice, under penalty of exclusion:

"POINT I"

A) **sworn statement**, pursuant to Presidential Decree 28/12/2000 no. 445, on regular paper, signed by the proxy with a photocopy of a valid piece of identification, with the following information:

1) a telephone and fax number, an e-mail address, a certified e-mail address, plus the elected domicile address for all auction correspondence, **expressly consenting** to auction correspondence being sent by fax, certified e-mail or regular e-mail;

2)

i – for individuals: first and last name, date and place of birth, place of residence, bidder's taxation code, and if married, the matrimonial property regime

ii – for legal entities: company name, registered office, taxation code and VAT number, as well as name and position of the proxy

3) statement indicating that all of the terms and conditions below have been read and accepted, including those in the "Terms and conditions of sale" section of this auction notice

4) statement indicating that all of the building documents have been read, including those contained in the "**Sale file**" for the auction notice

5) statement indicating that all of circumstances that might affect the bid, excluding none, including the current urban and building context, technical documentation, and occupation status indicated in the auction have been examined, and that the bid is considered fair

6) statement indicating that the building complex has been visited and that the bidder is aware of its current state of fact and law and occupancy

7) statement indicating that the bidder is aware of and accepts that the building complex being bid on will be sold for the entire premises and not on a per square metre basis, "as is" in terms of its state of fact and law, occupancy, maintenance and preservation

8) statement indicating that the bidder is aware that the building being sold is subject to the constraints imposed by the Regional Directorate for Cultural Heritage and Landscape of Veneto dated 15 April 2010, contained in the "**Sale file**"

9) statement indicating that the bidder is aware that it will be liable for all deed costs, registration taxes as well as any other expenses inherent or resulting from the sale

B)

- for individuals, sworn statement, pursuant to Presidential Decree no. 445 dated 28/12/2000:

1. statement indicating that the bidder is not forbidden for any reason to contract with the Public Administration pursuant to the laws in force
2. statement indicating that the bidder is not incapacitated, restricted or bankrupt and that no proceedings are underway to have him/her declared as such
3. statement indicating that the bidder has no outstanding cases regarding the application of one of the preventive measures listed in article 6 of Legislative Decree no. 159 dated 06/09/2011 or any of the prohibitive conditions listed in article 67 of the same Legislative Decree (Anti-mafia law and preventive measures)

- for legal entities, declaration pursuant to Presidential Decree no. 445 dated 28/12/2000:

1. statement indicating that shareholders and board members having powers to represent the company are not incapacitated, restricted or bankrupt, and that no proceedings are underway to have them declared as such
2. statement indicating that shareholders and board members having powers to represent the company are not in any of the conditions preventing them from contracting with the Public Administration pursuant to the laws in force, and that no proceedings are underway against them for the application of preventive

measures under article 6 of Legislative Decree no. 159 dated 06/09/2011 or any of the prohibitive conditions listed in article 67 of the same Legislative Decree (Anti-mafia law and preventive measures)

3. that the entity is not bankrupt, under compulsory liquidation or arrangement with creditors, and that no procedures are underway for any of these situations

For bids presented by several subjects, the aforementioned declarations must be presented and signed by every subject and a photocopy of each subject's valid piece of identification.

- C) **Sworn statement** issued by Camera Servizi srl, located at Banchina Molini 8, Marghera-Venezia, that the bidder has visited the building complex.

Failure to provide this certificate will not exclude the bidder from the auction.

"POINT II"

Security deposit backing the bid and contract signature equal to 5% of the reserve bid of €2 250 000 00 (two million two hundred fifty thousand/00 euros).

This security deposit may be submitted via non-transferrable bank draft to the order of Camera di Commercio di Venezia Rovigo Delta-Lagunare, or bank surety issued by a leading bank or insurance surety issued by a leading insurance company to the order of Camera di Commercio di Venezia Rovigo Delta-Lagunare.

The surety must expressly provide for the debtor's right of prior discussion and its performance within 15 days, upon written request from the Camera di Commercio.

The deposit must be valid for at least 180 days from expiry of the auction notice.

All documents inserted in envelope B must be original copies.

Please note that no other type of deposit issued by subjects other than those listed above will be accepted.

Unsuccessful bidders will be granted release of the deposit when the auction results are announced.

For bidders wishing to withdraw from the auction or to not sign the purchase agreement by the established deadline, the Camera di Commercio di Venezia Rovigo Delta-Lagunare shall be entitled to withhold the entire amount of the deposit as an irriducible penalty, without prejudice to the right to claim greater damages.

Art. 5 - Terms and conditions of sale

A) Conditions for bid submission

Bids may be made by proxy, with power of attorney established by a public instrument and attached to the bid in an original or certified copy, under penalty of exclusion from the auction.

Joint bids from two or more bidders are permitted, with power of attorney of one of them established by a public instrument and attached to the bid, or all must sign the bid.

In this case, the statement required in point "I" above must be signed by all bidders and the sale shall be made jointly to the bidders.

The Camera di Commercio di Venezia Rovigo Delta-Lagunare reserves the right to make all appropriate verifications and checks of the truthfulness of the sworn statements submitted by the bidder, both after the award and before signing the purchase agreement.

False sworn statements shall result in forfeiture of the award and of signature of the purchase agreement for reasons attributable to the bidder, without prejudice to civil and criminal liability.

In such a case, the Camera di Commercio shall be entitled to withhold the entire security deposit, without prejudice to the right to seek greater damages.

The bid is binding on the bidder and irrevocable for 180 days from the bid submission deadline.

B) Conditions of award and terms and conditions of sale

This announcement is an invitation to tender and not a public offer.

The auction report does not replace a contract or have contractual value.

The bidder must consider him/itself bound until the bid deadline, while the seller is bound following approval of the auction documents and therefore the final award.

Bidders will be informed of the award decision via fax, e-mail or certified e-mail.
The seller will not assume any obligations to the bidder except after the final award.

The building is being sold as is.

The building is sold with warranty of good title and free of mortgages, with the bidder acknowledging to have visited and examined the building complex prior to the auction, to be fully aware of its size, state, use, occupancy and land use, as provided for by urban planning rules and regulations in force.

C) Building condition

1) The property indicated in this announcement shall be sold and accepted by the bidder in its entire premises, as is, with positive and negative easements, both apparent and non-apparent, including those not reported, with all related accessions and pertinencies, rights, charges and fees, as held by the seller under its titles of ownership and constraints imposed by the laws in force and by the competent Authorities.

2) No action will be taken for injury nor will the price be increased or decreased for any material error in the description of the property for sale, or for the establishment of the reserve price, surface area, boundaries and consistency for any different, even in excess of tolerance established by law. The buyer, as expressly stated, is considered to know the building and be familiar with all of it, with its value and in its every part.
This condition must be taken into consideration when establishing the amount of the bid.

3) Please note that the building comprising the complex was built prior to 01/09/1967. In any case, the building measures contained in the "**Sale file**" referred to in this auction notice are available.

4) However, the bidder is responsible for checking all technical, urban and building characteristics of the building complex as well as system compliance with the city of Venice. Under no circumstances may the bidder object to defects, since they are considered to be known following visits and inspections of the building.

5) Prior to signing the purchase agreement, the bidder must take note of any changes made to the building over the years.

The Camera di Commercio di Venezia Rovigo Delta-Lagunare must be expressly exempt from any contractual liability and expense in this regard.

6) The third to fifth storeys of the building currently house the offices of the **Camera di Commercio di Venezia Rovigo Delta-Lagunare**.

The buyer must permit the seller to remain in the building for no more than 180 days from signature of the purchase agreement, after which time the building will be released vacant to the new owner.

Other building occupant:

The part identified as N.C.E.U. Sez. VE Page 15 lot 2914, sub 11, for a total of 74.15 m², is occupied by **Jesurum srl**, under a standard rental contract for non-residential use for six years, renewable for a further six years, signed with the seller and beginning on 01/09/2016.

D) Method of payment

The purchase price must be paid in a single payment at the time of signature of the purchase agreement with the Camera di Commercio di Venezia Rovigo Delta - Lagunare.

E) Documents necessary for signature of the purchase agreement

The bidder must send to **Ufficio Legale della Camera di Commercio di Venezia Rovigo Delta-Lagunare, San Marco 2032, 30124 Venice** the documents (original or certified copy with stamp duty paid, where required by the laws in force) necessary for contract signature within 20 days of receipt of the formal award notice.

F) Signature of the purchase agreement

The purchase agreement between the Camera di Commercio di Venezia Rovigo Delta-Lagunare and the bidder with payment of the full amount will be signed within 20 of receipt of the formal award notice, failing which the award will be withdrawn and the deposit forfeited.

Any changes to the date must be agreed in advance by the parties.

The purchase agreement may be subject to a termination clause if the selling party does not receive the documents required for the auction by the purchase date (cfr: Point "I" individuals/legal entities above).

The purchase agreement will be drafted by a notary chosen by the bidder.

Should the purchase agreement not be signed by the aforementioned deadline due to the bidder's negligence, it will be considered cancelled and the Camera di Commercio will collect the full security deposit as an irreducible penalty, without prejudice to the right to seek greater damages.

G) Delivery of the building

The building will be delivered as is, with no obligation for the seller to perform any further ordinary or extraordinary maintenance.

H) Information documents on the buildings and inspections

Prior to submitting a bid, interested parties are advised to consult all of the documents contained in the "**Sale file**", available at **Camera Servizi srl**, located at Banchina Molini 8, Marghera.

(contact person: Alberto Capuzzo, tel: 041/8106500; cell: 3486565110;
e-mail: alberto.capuzzo@cameraservizi.it).

Interested parties may make copies of the file documents.

The Sale file contains all land registry, urban planning and contractual documents for the building.

In any case, the information documents made available are not to be considered exhaustive nor to contain all of the information interested parties may consider necessary to set a bid for the building.

The building must be visited **to participate in the auction**. Appointments must be made by contacting Camera Servizi srl, or via mail: segreteria@cameraservizi.it or by telephone at +30 041 810 6500, from Monday to Friday, 9:00 AM to 1:00 PM.

The person visiting the building must provide a valid piece of identification prior to the above deadline.

Art. 6 - PERSONAL DATA PROCESSING

Pursuant to article 13, paragraph 1 of Law 196/2003 as amended (Data Protection Law), bidders are informed that data provided by bidders are necessary for the administration of the auction and are collected and published in part in application of the laws in force by the Servizio Amministrazione Trasparente (transparent administration department).

The personal data provided by the bidder will be used solely for the auction and any resulting administrative procedures and will be processed with or without the use of computer tools in full respect of the aforementioned law and of the privacy obligations to which the public administration is bound.

By presenting the bid, the bidder authorises the processing of its personal data for the aforementioned purposes.

Refusal to provide the requested data shall exclude the party from the auction.

The interested party's rights are expressly listed in article 7 of Law 196/2003 as amended.

Art. 7 - RESPONSIBLE PERSON

Bidders are informed that the person responsible for the auction is the director of the Legal Department, Mario Feltrin.

Art. 8 - CAUSES FOR EXCLUSION FROM THE AUCTION

Failure to provide any of the elements required to identify the bidder, the bid and the deposit, as well as incorrect presentation of the bid shall be causes for exclusion from the auction.

Missing statements or statements missing certain non-essential elements, if these elements are provided by the bid deadline, may be remedied within ten days of request from the Commission.

Upon expiry of the deadline, if no action has been taken by the bidder, the bidder will be excluded from the auction.

The competent departments of the Camera di Commercio di Venezia Rovigo Delta-Lagunare may verify the truthfulness of the statements.

The Secretary General
Roberto Crosta