

**SALE NOTICE****PREMISE**

The Italian Union of Chambers of Commerce, Industry, Handicrafts and Agriculture (hereinafter also referred to as "Unioncamere"), an entity with legal personality under public law pursuant to Article 7, paragraph 1, of Law No. 580 of 29 December 1993, as most recently amended by the Italian Legislative Decree No. 219 of 25 November 2016, hereby announces that it intends to proceed with the sale of the real estate owned by it, described in Article 1 of this Notice.

Unioncamere publishes this Notice in compliance with the principles of effectiveness, timeliness, fairness, free competition, non-discrimination, transparency, proportionality, and publicity.

The procedures and criteria for conducting the auction are governed by this Notice.

I. OBJECT OF THE SALE

Unioncamere intends to proceed with the sale, by body and not by measure, in the state in which it currently stands, of the following real estate owned by it:

IDENTITY ELEMENTS	DESCRIZIONE DEL BENE	PREZZO BASE	RIFERIMENTO
<u>State:</u> Belgium <u>Municipality:</u> Brussels <u>Address:</u> Avenue Marnix 30, 1000	Useful surface <u>Property</u> <i>Office</i> 3rd floor: 270 square meters <i>Cellar C3-F3</i> FLOOR -1: 7,74 mq Occupation: Not occupied, free and available General state Excellent conditions, furnished	€ 800,000.00	Mr Flavio Burlizzi Unioncamere Europa – Brussels Cell phone: 0032.474.996155 E-mail: flavio.burlizzi@unioncamere- europa.eu

It is possible to go through all the documents and material relating to the building at Unioncamere Europa, 30 Avenue Marnix - Brussels (contact person Dr. Flavio Burlizzi, Tel: 00322.474996155 - e-mail: flavio.burlizzi@unioncamere-europa.eu) and/or at the Unioncamere Office, Piazza Sallustio n. 21, 00187 - Rome (contact person Dr. Alberto Caporale - e-mail: economato@unioncamere.it).

For a possible visit and inspection, please request an appointment with the contact person for the Brussels office, Dr. Flavio Burlizzi, at the contacts indicated above.

II. WHO IS ALLOWED TO SUBMIT A BID

All persons meeting the following requirements are eligible to submit their bids

- non-existence of the grounds for exclusion referred to in Article 57(1), (2) and (4) of Directive 2014/24/EU and/or any other situation giving rise to exclusion from public contract award procedures and/or the inability to contract with the Public Administration, as well as the disqualification cause referred to in Article 53, paragraph 16-ter, of Legislative Decree no. 165/2001
- absence, against the persons indicated in Article 94, paragraph 3, of Legislative Decree no. 36/2023, of a conviction with final sentence or criminal decree that has become irrevocable for the crime of false corporate communications referred to in Articles 2621 and 2622 of the Civil Code or for any crime from which the inability to contract with the Public Administration derives as an accessory penalty
- non-existence against the persons referred to in Article 94, paragraph 3, of Legislative Decree no. 36/2023 of causes of disqualification, suspension or prohibition provided for in Article 67 of Legislative Decree no. 159/2011
- non-existence of the disqualification sanction referred to in Article 9, paragraph 2, letter c), of Legislative Decree no. 231/2001 or other sanctions involving the prohibition to contract with the public administration, including the disqualification measures referred to in Article 14 of Legislative Decree no. 81/2008.

III. HOW TO SUBMIT A BID

The procedure shall be carried out by means of secret bids, equal to or exceeding the basic price.

Tenders must be received, under penalty of inadmissibility, not later than 20th May 2024 6 pm to the following address: Unioncamere - Ufficio Affari generali e Provveditorato, Piazza Sallustio n. 21 - 00187 Roma.

Bids must be received in a sealed envelope, not legible in transparency, countersigned on the edges, and must bear the following wording: "Notice of sale of property located at 30, Avenue Marnix - Brussels - Belgium - DO NOT OPEN" and state the name of the bidder.

The envelope containing the bid may be sent: a) by postal service, by registered letter with acknowledgement of receipt or express mail; b) by hand, also by private couriers or delivery agencies. In this case, it will be possible to hand-deliver the envelope, on weekdays from Monday to Thursday from 8:30 a.m. to 1:00 p.m. and from 2:30 p.m.



to 5:00 p.m. or on Fridays from 8:30 a.m. to 2:00 p.m., to the General Affairs and Provision Office of Unioncamere at the above address.

The envelope must contain inside it two envelopes, in turn sealed and countersigned on the closing flaps, named respectively "Envelope A - Administrative documentation" and "Envelope B - Economic offer".

Envelope A - Administrative documentation" contains the application to participate, preferably drawn up according to the attached model (Annex 1).

Envelope B - Economic offer" contains," under penalty of exclusion, the bid declaration drawn up preferably according to the attached model (Annex 2) and must indicate the price per unit, proposed for the purchase of the property for sale, expressed in figures and in letters.

In the event of a discrepancy between the bid expressed in figures and the bid expressed in letters, the one most advantageous to Unioncamere shall prevail. The price offered must be equal to or higher than the price on the base of the auction, must be expressed in euro and must not include any decimal digits. Any decimal digits shall be considered as not having been entered and shall therefore not be taken into account. The economic offer is binding and irrevocable for the bidder until the 180th day after the award date.

All documentation must be signed by the legal representative of the entity or its proxy (in which case the power of attorney must also be attached) and accompanied by the valid identity document of the signatory.

The documentation to be produced, if drafted in English, may be submitted without the need for translation. In all cases where languages other than Italian and English are used, the documents must be accompanied by a sworn translation into Italian.

IV. HOW THE PROCEDURE WILL DEPLOY

At the closing date for the submission of tenders, on 21st May at 10 am, at the Committee Room of Unioncamere, Piazza Sallustio n. 21, 00187 - Rome, the Sole Responsible for the procedure, possibly assisted by a panel set up ad hoc, will proceed in public session to open the envelopes, after verifying their admissibility.

The Sole Responsible for the procedure will then proceed to verify the completeness and conformity of the documentation submitted and may request the documentation and/or clarifications useful for the preliminary investigation phase, pursuant to Article 6, paragraph 1, letter b) of Law No. 241 of 7 August 1990, in compliance with the principle of par condicio of the participants.

The contractor shall be the one who has submitted the best economic offer with respect to the fixed base price.

In the case of participants with equal offers, the Entity shall notify them and request them to submit an improved offer on the price within the deadline indicated for that purpose. In the event of a tie, the procedure will be carried out by drawing lots on the date to be notified.

If no offer is found to be convenient or suitable, Unioncamere may decide not to award the contract.

The appointment of the contractor shall take place even if only one valid tender is received.

The adjudication does not produce any transfer of ownership effect, which will be realised only with the full payment of the purchase price and the stipulation of the sales contract.

The record of the opening of the envelopes shall not, therefore, have the effects of the sale and purchase agreement.

V. CONCLUSION OF THE SALE AND PURCHASE AGREEMENT

The property will be sold in its current state, including any active and passive charges, continuous and discontinuous, apparent and non-apparent easements. There shall be no action for injury, nor for increase or decrease in price, for any material error in the description of the property offered for sale, or in the determination of the price, in the indication of the surface area, boundaries, map numbers and coherences, and for any difference.

Unioncamere assumes no other obligation or guarantee, except for the fact of suffered eviction, in which case the compensation due to the buyer shall be limited to the mere reimbursement of the price paid and contractual expenses. If the eviction is partial, the buyer shall only have the right to reimbursement of the portion of the price and expenses corresponding to the part avoided, excluding any other greater or accessory compensation.

Within 10 days from the date of the award of the contract, the Entity shall notify the designated contractor of the date by which it shall be obliged to pay, by way of deposit, 15% of the price offered, as well as the date by which the deed shall be drawn up, which shall be done through a trusted notary chosen by the contractor and notified to Unioncamere.

The payment of the aforementioned deposit must be made in accordance with the instructions provided by Unioncamere in a specific communication, with the support of the notary of trust chosen by the contractor.

In the event of renunciation or if the designated contractor, in the absence of a justified reason, should fail to show up on the days set for the stipulation of the notarial deed, he shall forfeit all rights and Unioncamere may, at its sole discretion, forfeit the amount paid as a deposit, reserving the right to designate, as contractor, the person who presented the second best offer or to initiate a new procedure, all without prejudice to compensation for greater damages.

All contractual expenses shall be borne by the purchaser.

VI. POINTS OF CONTACT

The Sole Responsible for the procedure is Dr Alberto Caporale.

This notice is published on the institutional website of Unioncamere www.unioncamere.gov.it, section "Amministrazione trasparente" under "Bandi di gara e contratti".

THE SECRETARY GENERAL
Giuseppe Tripoli