

Italy's model beach-concession tender: what exists, and what does not

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Note on sources. Italy's model tender is not an adopted act: it is a draft, its text has not been published and we have not read it. The legislation cited here was read in the original in Normattiva and in the Official Gazette; the two court decisions were read in third-party copies and are quoted rather than paraphrased; the draft's reported content comes from Italian press accounts of 28 and 30 September and 1 October 2026 and is labelled as such. Informational document: it does not replace a municipality's own tender notice and it is not legal advice.

On 30 September 2026 the contents of a draft *bando tipo* — a model tender notice for Italian beach concessions — became public. It was reported that day that Italy's Ministry of Infrastructure had put the draft to the *Conferenza unificata*, the standing forum where the State, the Regions and the municipalities meet, for its opinion. Headlines treated it as a new set of rules. It is not, yet: it is a **draft, in an advisory stage, and its text has not been published**. This page sets out what the law already requires of Italian coastal towns, what the draft cannot change on its own, and which widely repeated claims about it are simply wrong.

We write «it was reported» deliberately. **No institutional source we could find attests that the draft was put to the *Conferenza unificata*.** The Ministry's own notices on the model tender are dated 17 and 27 April and 13 July 2026, and none of them says so; the July notice in fact places «the political scrutiny of the *Conferenza unificata*» ahead, as a step still to come. The press accounts of 30 September never date the event — they say «presented», without saying when. What is certain, to the hour, is that the draft's contents emerged that day.

1. Where the model tender actually stands

The duty to prepare a model tender notice comes from **Article 8 of Decree-Law 32 of 11 March 2026**, converted into **Law 71 of 8 May 2026**. ("Decree-Law", *decreto-legge*/DL, is emergency primary legislation that Parliament must convert into a "Law", *legge*/L, within 60 days or it lapses.) That article has **a single paragraph**, and what it orders is narrow: the Ministry of Infrastructure "*shall submit to the Conferenza unificata, for the acquisition of its opinion, a schema di bando-tipo*" — a draft model notice — for the award procedures under Article 4 of Law 118/2022. We have read that paragraph in the Official Gazette (*Gazzetta Ufficiale*) of 11 March 2026, no. 58, and again in the consolidated text after conversion: the only change made on conversion was to extend the heading to lake and river concessions.

Three things follow from the words of that paragraph, and they matter more than any headline:

- the object is a **draft** model notice, not an adopted one;
- what the *Conferenza unificata* gives is an **opinion** (*parere*) under Article 2 of Legislative Decree 281/1997 — not an agreement, and not an approval;
- the deadline was **thirty days from entry into force**. The decree entered into force on 12 March 2026, so those thirty days ran out around **11 April 2026**. As of today, 1 October 2026, **no adopted model notice has been published**: nearly six months past the deadline. We measure the delay

against today rather than against the date the press gives for the presentation, because that date rests on no act. (The arithmetic is ours, on two dates read in the Gazette.)

What Article 8 does **not** say is the heart of the matter. It sets **no mandatory minimum content** for the model notice, **no duty on municipalities to comply** with it, no deadline for its final adoption, and no sanction. Italian law knows perfectly well how to write a duty to comply when it wants one: **Article 83(3) of Legislative Decree 36/2023**, the Public Contracts Code, provides that once the national anti-corruption authority (ANAC) adopts its own standard notices, "*tender notices shall be drawn up in conformity with them*", and requires any departure to be expressly reasoned. Article 8 contains nothing of the kind.

 A useful cross-check, because it comes from opposite camps. The two largest operator associations (SIB-Confindustria and FIBA-Conferesercenti) publicly **asked** that the model notice "*must then be binding on the granting authorities*" (joint statement, 14 July 2026). From the other side of the argument, the campaign group Mare Libero told a Senate committee that Article 8 "*does not establish any mandatory minimum content*" (hearing memorandum, 25 March 2026). Two adversaries agreeing that it does not bind today is the cleanest confirmation available that it does not.

New to why Italian beaches are going to tender at all? The directive behind it, the court rulings and the shape of a real procedure are in our guide to the Bolkestein reform. This page is narrower: it is about the model notice, and about what changes — or does not — because of it.

2. The timetable that binds Italian towns — and it is not this draft

Every date an investor needs is in **primary legislation**, not in the model notice. These are the four that govern the next eighteen months. All four are in Law 118/2022 as amended by Decree-Law 131/2024 (converted into Law 166/2024), read in the original.

30 June 2027 — on first application, the date by which the granting authority "*in any event launches the award procedure*". Article 4(3), Law 118/2022.

At least six months before expiry — the general rule: the granting authority launches the procedure "*at least six months before the expiry of the concession title*". Article 4, Law 118/2022.

30 September 2027 — existing titles "*continue to have effect until*" that date. Article 3, Law 118/2022.

31 March 2028 — the outer limit of any slippage, and only "*by reasoned decision*", where objective reasons prevent a selection procedure from being concluded in time. Article 3(3), Law 118/2022.

Put the first and third together and the practical window is narrower than the headline date suggests: for a title expiring on 30 September 2027, the six-month rule puts the launch of the procedure **around the end of March 2027**, and in any event no later than 30 June 2027. That is roughly six months from today.

Two further reporting dates sit in the same statute and are worth knowing, because they are the only national instrument that will say how far the process has actually got: the Minister reports to Parliament on the state of the selection procedures as at 30 June 2027 (by **31 July 2027**), and files a final report on their conclusion nationwide (by **30 June 2028**).

None of these dates depends on the model notice, and the draft cannot move them: a draft document in an advisory stage does not amend a statute. Any article telling you that the model tender "sets" a deadline of 30 June 2027 has it backwards — the statute set it in 2024, and the draft at most repeats it.

3. Can a town hold a tender before the model exists?

Yes — and an Italian court has said so in terms. The **Council of State** (Italy's supreme administrative court), Seventh Chamber, **judgment no. 6539 of 18 August 2026**, held that:

- *"the absence of the ministerial decree setting the criteria for computing indemnities cannot paralyse the launch of competitive procedures for the award of maritime state-property concessions for tourism and leisure purposes"* — and, the court added, a fortiori nor can the absence of an indemnity clause in the tender documents;
- indemnities to outgoing holders *"are to be understood as merely contingent and detached from automatic mechanisms, flat-rate figures and generalisations"*;
- the outgoing holder's entitlement *"cannot be framed in absolute and generalised terms, but is subject to proof of the existence of 'investments made and not yet depreciated' at the end of the concession, the burden of which falls on the outgoing concessionaire"*.

The same judgment, citing its own earlier case law, sets a condition on municipalities that are running late: to rely lawfully on the statutory slippage, *"the competent administrative authorities — and municipal authorities in particular — must already have launched the selection procedure or at least have resolved to launch it within the very shortest time, issuing policy acts to that effect and starting without delay the process of preparing the tender notices"*.

 On provenance. We read the full text of this judgment in a **third-party publisher's copy**: the administrative-justice portal did not open from our server, and the judgment is not in its open-data set. We therefore quote it and do not paraphrase it further. Before relying on it, obtain the original.

Why this matters to an investor: the risk in Italian coastal concessions right now is **not** that towns will tender too early. It is that some will tender late, or inconsistently, each with its own notice — and that is a timing and documentation risk you can only manage town by town.

4. Three claims going round that are wrong

All three are circulating in Italian in material aimed at beach operators, which means they will reach English-language summaries next. Each one is checkable against the acts.

"THE MODEL TENDER HAS BEEN PUBLISHED IN THE OFFICIAL GAZETTE"

No. What was published in the *Gazzetta Ufficiale* on 11 March 2026 is the **decree-law that calls for a model notice**. The model notice itself has never been published, has no number, and is not in the Gazette. The confusion is easy to make and it is being made in headlines by a trade association writing for the operators themselves.

"ARTICLE 9 OF THE DECREE"

It is **Article 8**. Article 9 of the same decree-law is about extraordinary commissioners for infrastructure works. If a note cites Article 9 for the model tender, it has not been checked against the text.

"MUNICIPAL TENDERS ISSUED BEFORE THE MODEL TENDER ARE UNLAWFUL"

This is the **opposite** of what the Council of State held in judgment no. 6539/2026 (above). The practical cost of believing it is real and it runs in two directions: an outgoing operator who waits for a postponement that does not exist can let the time limit to challenge a notice run out; an incoming bidder who assumes procedures are suspended can simply miss them.

And a fourth, because it travels fast in English. The EU Court of Justice judgment of **3 September 2026 in case C-653/24** concerns **small hydroelectric water diversions**, not beaches. Anyone citing it as "the end of Bolkestein for beach concessions" is inferring, not reading.

5. What the outgoing holder is owed, and who pays it

For an investor this is the single most consequential item, because it is a **cost of entry** rather than a municipal expense. The statutory rule, read in the original, is **Article 4(9) of Law 118/2022**: where a concession is awarded to a new concessionaire, the outgoing holder is entitled to an indemnity (*indennizzo*) "*payable by the incoming concessionaire, equal to the value of investments made and not yet depreciated*".

Three verified facts shape what that means in practice:

- the **ministerial decree** (Ministry of Infrastructure with the Ministry of Economy) that was to fix the method of calculation was due **by 31 March 2025** and has **never been issued**. We checked for it by absence, in Normattiva and in the Gazette;
- the indemnity is **not automatic**: the Council of State held the entitlement to be contingent, with the burden of proving unamortised investment on the outgoing holder (judgment no. 6539/2026, quoted above);
- the same judgment records an earlier advisory opinion of the Council of State (no. 750 of 22 July 2025) on the draft indemnity decree, which invoked the prohibition in **Article 12(2) of Directive 2006/123/EC** on granting "*advantages to the outgoing provider*". We have not read that opinion in the original.

The honest conclusion: **no national act fixes the amount or the method today**. What an incoming bidder will actually owe is set in each municipality's own notice and in the appraisal behind it, and it is one of the items worth pricing before committing capital rather than after.

6. How long a new concession runs

Article 4(5) of Law 118/2022, read in the original: the term "*shall be not less than five years and not more than twenty years, and shall equal the time needed to secure the depreciation and a fair return on the investments provided for in the successful bidder's economic-financial plan*" — the *piano economico-finanziario*, or PEF, which is the business plan filed with the bid.

Note what this means for reading the press. "Concessions from 5 to 20 years" has been reported in the last days as a novelty of the model tender. It is **not new**: it has been the statutory range since 2022. And the range is not a free choice — the term is tied to the depreciation profile of the investment you yourself propose. A longer term has to be earned by a plan that needs it.

7. Scarcity: the question that decides whether a tender is owed at all

This is the live legal fault line, and it is more fundamental than any clause of a model notice. The EU Court of Justice, Seventh Chamber, by **order of 10 July 2026 in case C-574/25**, held that maritime state-property concessions run for tourism and leisure purposes fall within Directive 2006/123/EC (the Services Directive, known in Italy as the **Bolkestein** directive after the Commissioner who proposed it) — but with a condition attached:

"provided that the number of authorisations available for tourism and leisure activities is limited because of the scarcity of natural resources, within the meaning of Article 12(1) of that directive, a matter which it is for the competent national authority to establish, subject to review by a national court."

The same order confirmed that concessions awarded before 28 December 2009 and repeatedly renewed or extended by the national legislature fall within the directive at the moment of renewal or extension, whatever their original award date; and that the prohibition on automatic, generalised extensions binds Member States *"in unequivocal terms"*, with no margin of discretion.

 On provenance. We read this order in a **copy published by a trade outlet**: neither the Court's own portal nor EUR-Lex opened from our server. The official case title is verified in the EUR-Lex metadata, and the act is an **order** answering from settled case law — not a reversal of it. Obtain the original before relying on it.

Read it the right way round: the order does **not** switch the tender obligation off. It adds a finding that the granting authority has to make, and that a national court can review. For a bidder that cuts both ways — it is a ground on which a notice can be challenged by others, and a reason why two neighbouring towns can reach different conclusions about the same stretch of coast.

8. What the press says is in the draft

Everything in this section comes from Italian press reports of 30 September and 1 October 2026. **We have not seen the text**. We report it because the questions are real, and we label it because nobody outside the negotiating table — ourselves included — can confirm it.

Press, not the act. According to the press reports of 30 September 2026, which we have not been able to check against the text, the draft would: cap the weight of the financial offer relative to the technical offer; set limits on the concentration of lots, with bids inadmissible from competitors already holding the maximum number; require a notice to be published at least six months before a title expires; deal with serviced free beaches; and list indicative, non-binding minimum accessibility requirements. The same reports describe the award criterion as the most economically advantageous tender. **We do not reproduce the weighting figures**: the published accounts are ambiguous about what the cap is a percentage of, and one widely repeated pair of percentages comes from a **different and earlier draft** (April 2026), reconstructed from presentation slides rather than from a text. Two different drafts five months apart is the easiest mistake to make here.

Press, not the act. According to reports of 28 September and 1 October 2026, which we have not been able to check against the text, the draft as revised in mid-September still contained **unfilled placeholders** — including the date of the *Conferenza unificata* opinion and a number of operational thresholds — and would provide that the indemnity figure stated in a notice is **zero** unless the outgoing holder requests a sworn appraisal, at its own cost. If that clause survives, it is a material point for both sides of a handover; today it is a newspaper account of an unpublished paper.

What this section is really telling you: **the content of the draft is not yet a fact about anything**. The only document that will bind a specific beach is the notice published by that municipality, and it is binding whether or not the model notice is ever adopted.

9. The documents you can actually download

If you came here for a PDF of the model tender, the honest answer is that **there is not one — and that is not an editorial choice of ours**. No public copy of the text appears to exist.

We looked for one on 1 October 2026, and it is worth saying where: the Ministry of Infrastructure's own site; the websites of the *Conferenza unificata* and of the Conference of the Regions; the national and regional associations of Italian municipalities; the fifteen coastal Regions; the Senate and Chamber papers on Decree-Law 32/2026; the Italian trade press that reported the draft; and the beach-operator associations — searching by likely **file name** and by phrases that would have to appear inside the document itself. What is online is **reporting about the document**, not the document.

If a copy surfaced tomorrow it would change less than it appears. It is a draft under consultation: it binds no municipality, and at least three drafts are in circulation that are not the same text. The document that governs a specific beach is the notice published by that municipality.

What you *can* download is the legislation this whole page rests on.

The Official Gazette issue carrying Decree-Law 32 of 11 March 2026 — the statute that orders a model tender in the first place. This is the complete issue of the *Gazzetta Ufficiale*, General Series no. 58 of 11 March 2026, published by the Istituto Poligrafico e Zecca dello Stato (the Italian state printer); **Article 8 is on page 10**. *PDF, 72 pages, 2.7 MB*.

Download the Gazette issue of 11 March 2026 (PDF) · act record

The Official Gazette issue carrying Law 71 of 8 May 2026 — the conversion law, which amended the decree and took effect on 10 May 2026. Complete issue, General Series no. 106 of 9 May 2026; **Article 8 as consolidated on conversion is on page 116**, which is where the single amendment made on conversion can be read: the heading extended to lake and river concessions. *PDF, 160 pages, 9.7 MB*.

Download the Gazette issue of 9 May 2026 (PDF) · act record

Two things a non-Italian reader should know about those two files. They are in Italian and there is no official English version: Italian is the only authentic language of an Italian statute, and any English rendering — including ours above — is a convenience, not the text. And each file is the *entire* Gazette issue of that day, not the single act, which is why a one-paragraph article arrives inside a 160-page document. We link both rather than host them: a copy uploaded here would freeze on the day we downloaded it and would never say so, while the link always leads to the published text. Page counts and file sizes were measured on the actual files on 1 October 2026, not estimated.

10. What is still undecided

We would rather name the gaps than paper over them.

- **Whether the *Conferenza unificata* has given its opinion, we do not know.** Its own websites did not respond to us, and no published record settles it.
- **ANAC's observations** to the Senate committee on Article 8 exist and would be directly relevant to the question of whether the model notice binds anyone. We were not able to read them: the committee's documents did not open.
- **No primary European Commission source for 2026** on the long-running infringement proceeding was found — neither a closure nor a fresh step. We are not going to characterise the state of that proceeding on the basis of press accounts.
- **ANAC has a standard-notice strand of its own** for state-property concessions (act of notification no. 4 of 6 September 2022). It is a **different thing** from the Ministry's model tender and from Article 83 of the Public Contracts Code, and the three should not be run together.
- **Port concessions.** Article 8 now reads "maritime, lake and river" concessions. Whether and how a model notice would apply to port concessions, governed in part by their own regimes, we have not verified. Ports are outside what BeachStake tracks.

11. What an investor can usefully do now

This is description, not advice on your situation, and it is certainly not a verdict on whether you would be eligible to bid.

- **Work from the municipality's own notice.** It is the only document that binds a given beach, it carries the real deadline, and its criteria and weightings can differ from the next town's. A national model, when and if adopted, will not retrofit itself onto notices already out.
- **Do not plan around the draft's reported content.** Nothing in it is settled, and at least one set of figures in circulation belongs to a superseded version.
- **Count backwards from the expiry date, not forwards from the news.** The six-months-before rule, and 30 June 2027 as the outer limit, are where the pressure on municipalities actually comes from.
- **Price the indemnity as an entry cost.** It is owed by the incomer, it is not automatic, and no national act fixes the method.
- **Separate instruments by weight.** A statute binds; a judgment binds the parties and guides everyone; an advisory opinion does not bind; an association's position paper is a request. Most of the confusion around the model tender comes from reading all four in the same tone of voice.

12. Frequently asked questions

- ▶ Has Italy adopted a model tender notice for beach concessions?
- ▶ Will it be binding on municipalities once adopted?
- ▶ Does the draft postpone the 2027 deadlines?

- ▶ Can a municipality lawfully run a tender before the model notice exists?
- ▶ Who pays the indemnity to the outgoing operator, and how much?
- ▶ Is "5 to 20 years" something the model tender introduces?
- ▶ Does the model tender decide whether a tender is required at all?
- ▶ Why can you not tell me what the draft says?
- ▶ Where do I find the document that actually binds a specific beach?
- ▶ Is any of this legal advice?

13. Sources

Read in the original: Article 8, Decree-Law 32 of 11 March 2026 (Official Gazette no. 58 of 11 March 2026), converted into Law 71 of 8 May 2026 — and Article 11 of the same decree for its entry into force; Articles 3 and 4 of Law 118 of 5 August 2022, as amended by Article 1 of Decree-Law 131 of 16 September 2024 (converted into Law 166 of 14 November 2024); Article 83(3), Legislative Decree 36 of 31 March 2023; Article 2, Legislative Decree 281 of 28 August 1997; Directive 2006/123/EC, Article 12. The absence of the Ministry of Infrastructure and Ministry of Economy decree on indemnity criteria, due by 31 March 2025, was checked by absence in Normattiva and the Official Gazette.

Read in a third party's copy, quoted and not paraphrased further: Council of State, Seventh Chamber, judgment no. 6539 of 18 August 2026; EU Court of Justice, Seventh Chamber, order of 10 July 2026, case C-574/25.

Positions, not acts: joint statement of SIB-Confcommercio and FIBA-Confesercenti, 14 July 2026; Mare Libero hearing memorandum to the Senate's 8th Committee, 25 March 2026; Ministry of Infrastructure press release of 13 July 2026.

Press reports, not the act: Italian national and trade coverage of 28 and 30 September and 1 October 2026 on the content of the draft. Everything drawn from them is labelled as such above.

Not verified: whether the *Conferenza unificata* has rendered its opinion; ANAC's observations to the Senate committee on Article 8; the state of the European Commission's infringement proceeding in 2026; Council of State advisory opinion no. 750 of 22 July 2025; the text of the draft model notice.

Informational content. It does not replace a municipality's official tender notice, and it is not legal advice on your position.