

(English version)

**Question for written answer E-002400/24  
to the Commission**

**Annalisa Corrado (S&D), Alessandro Zan (S&D), Sandro Ruotolo (S&D), Dario Nardella (S&D), Brando Benifei (S&D), Giuseppe Lupo (S&D), Camilla Laureti (S&D), Cecilia Strada (S&D), Raffaele Topo (S&D), Marco Tarquinio (S&D)**

(4 November 2024)

*Subject:* Design and construction of the bridge over the Strait of Messina: cost and division into lots

Acting on the initiative of the government, the Italian Parliament has adopted legislation to resume activities for the design and construction of a permanent link between Sicily and Calabria — the Messina bridge project.

An updated cost-benefit analysis (document GERW0332) refers to a total cost of EUR 13.5 billion, whereas Article 7 of the tender agreement between Stretto di Messina SpA and Eurolink, a temporary joint venture, for the final and executive design and construction of a permanent crossing over the Strait of Messina, plus road and rail connections in Calabria and Sicily, had stipulated a figure of EUR 3 879 599 733.00 plus VAT;

What is more, under Law No 120 of 8 August 2024, the project can be awarded via different construction phases (Article 2(1) (1.2)), yet the tender procedure from April 2004 expressly provided that the contract would not be divided into lots.

In the light of the above:

1. In the Commission's view, would the measure envisaged in paragraph 1 above constitute a breach of Article 72 of Directive 2014/24/EU?
2. In the Commission's view, would the measure envisaged in paragraph 2 above constitute a breach of Article 46 of Directive 2014/24/EU?
3. Could the Commission really endorse a project that will see a bridge built on active and capable fault lines in an area of very intense seismic activity?

Submitted: 4.11.2024

**Answer given by Executive Vice-President Séjourné on behalf of the European Commission**  
(7 March 2025)

Under Article 72 of Directive 2014/24/EU <sup>(1)</sup>, as consistently interpreted by the Court of Justice of the European Union, contracts and framework agreements may be modified during their term without a new procurement procedure provided that the conditions laid down in that provision are met.

The Commission services are currently assessing the compatibility with that provision of the planned modifications to the project, including those laid down under Law No 120 of 8 August 2024 referred to in the written question by the Honourable Members.

As a preliminary remark, however, it should be noted that, with respect to the modifications allowed under Articles 72(1)(b), (c) and the quantitative limitation referred to therein, where several successive modifications are made, that limitation applies to the value of each modification and that, according to Article 72(3), the updated price should be the reference value when the contract includes an indexation clause.

As for the alleged breach of Article 46 of Directive 2014/24/EU, the provision of Article 2(1)1.2 of the law referred to by the Honourable Members does not appear to refer to the award of the contract by separate lots but rather to its approval in different stages.

It is the responsibility of the authorities and expert bodies in Italy to judge the technical feasibility of the project taking into account the regional environmental conditions.

From the road safety perspective, Directive 2008/96/EC <sup>(2)</sup> indicates that the impact of the seismic activity should be assessed when roads falling in its scope are designed.

---

<sup>(1)</sup> <https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32014L0024>

<sup>(2)</sup> <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A02008L0096-20191216&qid=1738600658785>