



Regulation

for the awarding of public contracts in special
sectors of amounts lower than the European
threshold

(Article 50 paragraph 5, Legislative Decree 36/2023)

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INSPIRING PRINCIPLES

Aeroporti di Roma develops and manages the main Italian airport system and one of the main in Europe. The **quality of the service** offered constantly positions us among the leaders in the sector at European and global level and our objective is to maintain and further consolidate this leadership.

ADR strongly believes in the **sustainable** and inclusive **development** of its business. For this reason, it has defined and constantly updates its objectives, which are based on three substantial pillars: centrality of people (employees, passengers, commercial partners, etc.), environmental sustainability of operations and economic and social development of the territories.

Innovation is one of the main levers to guarantee our infrastructure an increasingly cutting-edge future, which exploits digitalisation and open innovation to offer passengers even more safety and comfort during travel.

To achieve these strategic objectives, the supply chain plays a fundamental role, which is why we are constantly committed to improving our relationships with suppliers.

Our Regulation for the awarding of contracts of amounts lower than the European threshold and in implementation of the provisions of Legislative Decree 36/2023 (hereinafter "Contract Code"), collects the fundamental principles of this commitment, which represent, at the same time, ADR's commitment and the basic values that we expect from our suppliers:

- We select the **best suppliers** on the basis of clear elements related to the key aspects of the performance (technical specifications, price, quality, times, etc.), our selection procedures encourage, in a logic of **results**, **free competition** and respect the criteria of **transparency** and **publicity**.
- The conditions or restrictions of access to supplier selection procedures, as well as any contractual penalties, must comply with criteria of **non-discrimination** and **proportionality** with respect to the value of the contract and the specific company interest.
- We build relationships based on principles of **integrity**, **trust**, **ethics** and **honesty**. We apply rules and procedures aligned with best practices whose objective is complete compliance with applicable legislation.
- We aim for the **sustainability** of the supply chain, we periodically evaluate the performance of suppliers and actively contribute to developing virtuous behaviour, whilst managing supply chain risks.

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- We require our suppliers to comply with **workplace health and safety** regulations. Our contractual standards provide specific penalties to sanction any non-compliance in this regard, where they are found.
 - We encourage **innovation** both by stimulating the evolution and improvement of the current products and services provided to ADR and through constant scouting of the market, aimed at identifying the best solutions and innovative companies.

REFERENCE CONTEXT

Aeroporti di Roma S.p.A. (hereinafter "ADR" or Company) is a company, whose share capital is made up almost entirely of private individuals, which operates as a concessionaire for the Roman airport system, made up of Fiumicino's "Leonardo da Vinci" airport and Ciampino's "G.B. Pastine" airport.

As a private company, **ADR is required to comply with publicly available procedures for the conclusion of contracts**, provided that these relate to the activities referred to in Article 150 of the Contracts Code.

However, **all contracts awarded for purposes other than the exercise of the activity of exploitation of a geographical area for the purpose of making airports available**, as expressly provided for by Article 141, paragraph 2, of the Contracts Code, are **excluded** from the call for bids procedures and may be awarded in compliance with the corporate policies.

Contracts awarded to a company associated with ADR are also excluded from the call for bids procedures and from the scope of application of this Regulation, within the limits of what is expressly provided for by Article 142 of the Contracts Code.

Contracts **subject to a call for bids pursuant to current legislation** are awarded by ADR in accordance with the provisions of the Contracts Code where they have an estimated value, net of value added tax (VAT), **equal to or greater than the European thresholds**, as indicated in Article 14 of the Contracts Code.

For the purposes of awarding contracts for amounts equal to or greater than the European thresholds, **ADR may establish its own qualification systems** pursuant to Article 141, paragraph 4, section a) of the Contracts Code, which will be governed by **specific qualification regulations**, to which reference should be made.

Contracts with an estimated value lower than the European thresholds, directly relating to the activities referred to in Article 150 of the Contracts Code, are awarded in compliance with the principles dictated by the EU Treaty to protect competition, **as established by this Regulation**.

For the assignments referred to in this Regulation, ADR preferably uses procedures managed entirely electronically on its **e-procurement portal called *Supplier Gate***, which can be accessed at www.sg.adr.it.

TITLE I – GENERAL PROVISIONS

Article 1 – Scope

This Regulation applies to the negotiating activity carried out by ADR and its subsidiaries, aimed at the conclusion of contracts for works, supplies and services directly relating to the activities referred to in Article 150 of the Contracts Code, with an estimated value lower than the European thresholds referred to in Article 14 thereof.

ADR reserves the right, at its sole discretion, to apply this Regulation in whole or in part also to the assignment of contracts for works, supplies and services of any amount, not relating to the aforementioned activities and therefore having a private nature and for assignments to a company connected to ADR, pursuant to Article 142 of the Contracts Code.

Article 2 – Definitions

Unless otherwise established, the terms below, with a capital letter, are used in the articles of this Regulation with the following meanings:

Regulation:	Set of rules that govern the Procurement process of ADR and the companies controlled by it, also valid as a Regulation for the awarding of public contracts in special sectors of amounts lower than the European thresholds pursuant to Article 50, paragraph 5 of the Contracts Code;
Framework agreement:	agreement concluded between the Company and one or more economic operators and the purpose of which is to establish the contractual and economic terms relating to the contracts to be carried out during a given period of time, especially as regards prices and, if any case, the expected quantities;

Procurement portal (or <i>Supplier Gate</i>):	Electronic platform through which ADR manages the Supplier Register and normally carries out, <i>inter alia</i> , the tender procedures for the awarding of works, services and supplies. The features of the Portal are such as to guarantee the widest possible participation by economic operators in possession of suitable requirements
Supplier Register:	Register of suppliers, providers of services and/or supplies and executors of works of the Company in which the economic operators are registered, authorised or qualified on the basis of the rules described in this regulation;
Company:	Aeroporti di Roma S.p.A. and its subsidiaries;
Contracts Code:	Legislative Decree 36/2023;
Dynamic Negotiation:	a process, based on an electronic device, of presentation with successive raises of prices and/or objective elements of the offer;
Informal Tender:	procedure in which only economic operators invited by ADR, selected from those present in its Supplier Register in possession of the requirements required for the award of the specific contract, can submit an offer;
Direct Assignment:	awarding of the contract for works, supplies or services, through direct negotiation with a company for technical or operational reasons expressed by the requesting Management, according to the limits and constraints of the law and company procedures.
Project Manager:	Pursuant to Article 141, paragraph 4, section b) of the Contracts Code, for ADR the Sole Project Manager is appointed as responsible for the individual phases of which the contract is made up (planning/design, assignment and execution), for each of which one or more subjects can be identified, within their organisation, to whom the tasks specific to the reference phase are entrusted.

Vice President of
Procurement & Logistics:

Manager responsible for defining the set of rules that govern the procurement process of Aeroporti di Roma and the companies controlled by the latter

Article 3 – Method for calculating the value of contracts

For the purposes of applying the following provisions, the estimated value of the contract being stipulated is taken into account, calculated net of value added tax (VAT) and/or any further taxes.

The calculation of the estimated value is based on the maximum total amount of each contract, including any form of option or renewal thereof.

For long-term contracts, the overall estimated value for their entire duration must be taken into account.

For supply and/or service contracts of indefinite term, the monthly value multiplied by forty-eight must be taken into account.

TITLE II – CORPORATE FUNCTIONS AND COMPETENCES

Article 4 – Authorisation to stipulate contracts

The stipulation of contracts for the assignment of supplies, services and works pursuant to this Regulation must be previously and formally authorised in accordance with the provisions of ADR's internal procedures.

The internal intra-procedural documents authorizing the stipulation of contracts do not produce legal effects towards third parties.

Article 5 – Essential content of the contract/order

The contracts/orders must contain the description of the object, the terms of execution of the supply, service or work, the terms and methods of ascertaining the quality and quantity of the goods supplied, the services or works performed, the terms and the payment methods.

The contracts/orders also contain specific clauses aimed at ensuring the sustainability of the performance, for example, in the environmental field, the contractors are also informed of the existence for ADR of an "Organisation, Management and Control Model" referred to in Legislative Decree 231/2001, of a Code of Ethics, of a DE&I Policy and of an Anti-Corruption Policy, being also obliged to accept the contents of provisions.

If penal clauses are foreseen, they must specify the conditions for their application and not be generic in nature.

Article 6 – Minutes of tender procedures

All tender procedures relating to the assignments referred to in Article 13 (e.g., opening of electronic envelopes) are recorded in an information note, preparatory to the awarding of the tender, which also has the value of a single report on the procurement procedures provided for by Articles 112 and 172 of the Contracts Code.

In any case, if the selection procedure is carried out through the e-procurement portal, full traceability of the tender operations is guaranteed.

The awarding of the contract is formally communicated to the interested economic operator and suitable information is provided to the other interested competitors with the indication of the successful economic operator and the related scores achieved by the latter, in addition to the discount offered.

The approval of the award proposal, or of the exclusion provision, does not require particular formalities and can also be given with the simple signing, by the competent person, of the direct communication to the economic operator affected by the provision.

TITLE III – TRAINING AND RENEWAL OF THE SUPPLIER REGISTER FOR THE AWARDING OF CONTRACTS

Article 7 – Supplier Register

The Company has established its own Register of Suppliers dedicated to all economic operators interested in carrying out works, services or supplies in favour of ADR.

Through this tool the Company is able to identify the economic operators to contact if it intends to start an assignment procedure for an amount lower than the European thresholds.

This remains subject to the right to also establish one or more qualification systems pursuant to the Contracts Code for assignments above the threshold.

Article 8 – Procedure for registration, authorisation and qualification in the Supplier Register

All interested economic operators, in possession of the general requirements referred to in Articles 94 and 95 of the Contracts Code, have the right to request registration, qualification and qualification in the Register of Suppliers for the product category for which they possess adequate technical and economic qualifications (divided into amount bands where provided for in the register same).

In this regard, the economic operator must certify, for each product category for which it intends to propose itself, a specific turnover in the last year of operation relating to that category as well as adequate references in this sense. This information must be updated annually by the economic operator.

Individual entrepreneurs and economic operators established in other EU member states, established in accordance with the legislation in force in their respective countries, are eligible to apply.

Temporary Business Groupings (RTI/ATI) and similar forms of association are not permitted, pursuant to current legislation with the exception of stable consortia. When a supplier is part of a Consortium, said supplier must highlight this at the time of application; it is also your responsibility to update this information.

Each operator will be notified of the acceptance of their qualification request, or of the appropriately motivated refusal/limitation.

In any case, presence in the Supplier Register does not exempt economic operators from proving the continuing existence of the general and technical-economic qualification requirements declared during the qualification stage at the time of awarding a contract.

The economic operator is also required to ensure the constant and timely updating of the contact information contained in the e-procurement portal, and in particular of the email address, no claim can be made against ADR for failure to receive communications that is due to failure to update contact information or their unavailability.

The economic operator is required to promptly communicate to ADR, by updating the registry, any changes that have occurred in relation to the registered data, as well as any change in the organizational structure of the company attributable to extraordinary operations (e.g., sales, mergers, transfers of company branches, etc.). Under such circumstances, ADR reserves the right to carry out appropriate checks in order to confirm any suitability already attributed.

Registration in the Supplier Register involves the following steps:

Registration:

The result of the procedure which allows interested economic operators to obtain the possibility of accessing the e-procurement portal is considered completed at the time of assignment of the username and password. Registration alone does not allow you to participate in ADR tender procedures.

Authorisation:

The economic operator confirms registration by accessing the platform and entering a limited set of requested information and attaching the mandatory documentation.

In this phase, which represents the simplest form of presence in the Register, the economic operator has the right to indicate a Product Category, and related sub-thresholds, for which he wishes to be invited to the tender procedures carried out by ADR.

Qualification:

It represents the final phase of the process, the qualified operators are those who have provided ADR with a sufficient level of visibility on their capabilities and skills, these economic operators are those with whom ADR interacts as a priority.

The qualification is valid for three years from documentary approval and is obtained by completing the following additional steps:

- Compilation of the ESG questionnaire, with the exception of specific product categories indicated in the e-procurement portal;
- Uploading references specifying, if available, previous activities in the airport sector;
- Payment of the qualification fee which amounts to €250.00 + VAT (tot. €305.00) for each product category to be reported. Payment of the fee enables the economic operator to select one or more sub-thresholds included in the product category for which one wishes to be invited.

The economic operator can be qualified in multiple product categories.

As specified in further details in Article 13, Qualification is one of the selection criteria identified by ADR in choosing the economic operators to invite to informal tenders. Therefore, the Qualified economic operator will have priority in this selection compared to those who are only Qualified.

ADR also reserves the right to launch tender procedures aimed exclusively at Qualified operators.

The payment of the qualification fee must be made to the following bank details:

BANK: ACCOUNT	UNICREDIT SpA
NAME:	AEROPORTI DI ROMA S.p.A.
SWIFT CODE:	UNCRITMMCS
IBAN CODE:	IT 58 B 02008 05351 000030003118
DESCRIPTION:	"Fee for qualification in the ADR Supplier Register".

A receipted invoice will follow which is considered legitimately sent, pursuant to the Revenue Agency Resolution no. 107 dated 4 July 2001, if sent to the email address that must be communicated, together with the data necessary for issuing the relevant invoice.

Qualification in the Supplier Register is valid for three years starting from the date of communication from ADR relating to the positive conclusion of the qualification process unless revoked; this communication will take place via the Portal. Thirty days before the deadline, the economic operator will receive an email to the address registered on the Portal with which he will be invited to renew his eligibility by modifying or confirming the data registered on the Portal.

In any case, the Qualification (if not already held) will be required compulsorily for all economic operators entrusted with a contract with ADR, with the exception of economic operators belonging to specific categories identified within the ADR e-procurement portal. The qualification process must be completed within 3 months of

signing the contract. ADR reserves the right to apply a penalty of up to €1,000.00 for each month of delay until the date of conclusion thereof.

Article 9 – Vendor Rating

Aeroporti di Roma S.p.A., in order to guide the performance of its supply chain, has adopted a Vendor Rating system, divided into three axes:

- **Vendor Qualification Rating (*Vendor Rating di Qualifica* - VRQ):** as a tool for ex-ante evaluation of the potential reliability of the economic operators present in the Supplier Register;
- **Vendor Performance Rating (*Vendor Rating Prestazionale* - VRP):** as an ongoing evaluation tool for active Suppliers, in relation to each individual contract awarded to them, on the basis of performance, commercial and contractual parameters;
- **Vendor Rating HSE (VRHS):** as an ongoing evaluation tool for active economic operators, in relation to each contract awarded to them, on the basis of health and safety parameters, determined during specific Health & Safety audits.

All economic operators subject to evaluation will be notified, via the Supplier Register, of the result of the VR assessment, where present.

Depending on the specific characteristics of the contract, ADR uses the VR as an indicator that contributes to the selection of operators to invite to informal tenders, in the terms set out in Articles 13 and 14 below of this Regulation.

In the event of particularly negative evaluations, both on the overall VR and on individual assessment areas, ADR reserves the right to activate or suggest improvement actions, also providing for follow-ups to verify the implementation of these actions. Ultimately, ADR reserves the to arrange suspension and/or removal from the Supplier Register if such particularly negative assessments persist.

9.1 Vendor Qualification Rating (*Vendor Rating di Qualifica* - VRQ)

ADR strongly believes in the sustainable and inclusive development of its business, this concept of sustainability is based on three pillars: people, environment and development, closely linked to each other in a circular logic with the broadest concept of inclusiveness.

This approach affects all the Group's business areas, including relationships with economic operators, for which ADR supports and encourages the use of sustainable strategies and practices.

For this reason, ADR has defined a "rating" process of the economic operator in the qualification phase for the Supplier Register, the summary indicator produced as part of this process is defined as Vendor Qualification Rating (VRQ) and has the objective of evaluating the sustainability of the economic operator from various aspects. The assessment is carried out on two distinct macro-areas:

1. **Environmental Social Governance (ESG)**
2. **Economics**

The assessment is based on objective data and consolidated practices, specifically:

- the ESG component is assessed on the basis of a Sustainability Questionnaire, which evaluates the main aspects related to environmental, social sustainability and corporate governance;
- the Economics component is assessed on the basis of specific KPIs extracted: (i) from the ADR Supplier Register Qualification Questionnaire and (ii) from primary economic-financial databases.

Completing the ESG questionnaire is mandatory for Economic Operators who want to obtain the Qualification with the exception of those who belong to specific product categories indicated within the e-procurement Portal.

9.2 Vendor Qualification Rating (*Vendor Rating di Qualifica* - VRP)

The Vendor Performance Rating (VRP) is the tool used by ADR to assess the level of performance of economic operators in relation to the individual contracts awarded.

The assessment of the VRP is expressed through the application of scores that vary within a spectrum between absolutely inadequate performance (score = 1) to excellent performance (score = 5). The scores are divided into the following assessment areas:

- **Technical Aspects** (Quality, Reliability, Punctuality), assessed by the Contract Management Manager and relating to the execution phase of said contract.
- **Commercial Aspects**, assessed by the relevant Buyer, relating to the aspects inherent to the assignment process.

The application of the VRP by ADR is optional in the case of contracts of an amount lower than €50,000 or, in the case of implementation orders, lower than €100,000.

As part of the VRP, any penalties applied will also be taken into account, both with reference to the contractual SLAs and any non-compliance with the other provisions of the tender specifications.

All economic operators subject to evaluation will be given periodic communication, via the Supplier Register, of the result of the VRP assessment, in relation to both the last order and the overall average of the assessments performed.

9.3 Vendor Rating HSE (VRHSE)

The Vendor Rating HSE (VRHSE) is the tool used by ADR to evaluate the level of performance of economic operators in relation to the individual contracts assigned and is focused on issues of health and safety in the workplace.

The VRHSE assessment is expressed with reference to each contract and involves increases and/or decreases in the rating based on any Non-Conformities (NC) detected or rewards (positive outcome of checks, communication of injuries, accidents or near-misses).

Each active economic operator is assigned a Base Score which may be subject to decreases based on any Non-Conformities detected and, conversely, may be subject to increases in the event of positive outcomes of the audits or other rewards.

The application of the VRHSE by ADR is optional in the case of contracts of an amount lower than €50,000 or, in the case of implementation orders, lower than €100,000.

All suppliers subject to evaluation will be given periodic communication, via the Supplier Register, of the result of the VRHSE evaluation, in relation to both the last order and the overall average of the assessments performed.

Article 10 – Start-Ups and Innovative SMEs

Innovation is a central value of the mission of Aeroporti di Roma, which has the strategic objective of developing an innovative vision that guarantees the take-off of the connectivity of the future.

In this regard, ADR has defined a dedicated process to ensure the presence of start-ups and innovative SMEs in the Supplier Register. Companies that meet all of the following characteristics can access this process:

- Regarding **Start-ups**:
 - joint-stock companies also in cooperative form, or equivalent forms under foreign law;
 - a company established no more than 8 years from the date of registration request;
 - having achieved a global turnover (production value resulting from the latest approved financial statements) not exceeding €5 million
 - not having shares or quotas representing the share capital listed on a regulated market or on a multilateral trading system
 - not the result of a merger, split or transfer of a business unit
 - not having their registered office in countries that adopt a privileged tax regime (i.e., "black-list")
 - carrying out, as an exclusive or main activity: development, production and marketing of innovative products or services with high technological value
- Regarding **Innovative Small and Medium Sized Enterprises ("SMEs")**
 - Registered in the specific special section of the Business Register, with assets, resources and teams dedicated to the project presented pursuant to Article 4 of Legislative Decree 3/2015.

The qualification process for these operators has been simplified in the following aspects:

- Less information and documents required for the registration phase in the Register, through a dedicated section of the e-procurement portal
- No contribution required for qualification in specific product categories
- Optional VRQ assessment process

A dedicated and simplified product tree has also been defined for these operators (available within the e-procurement portal), based on ADR's strategic priorities.

Lastly, ADR reserves the right to carry out informal tenders reserved only for start-ups and innovative SMEs in specific supply areas or to proceed with direct assignments for works, services and supplies, within the limits of the amounts permitted by this regulation, in favour thereof, with the aim of experimenting with the innovative solutions proposed.

Article 11 – Forfeiture/Suspension of the Supplier Register

Qualification in the Supplier Register **lapses automatically** if even one of the following conditions occurs for the economic operator:

- a) loss of one of the general requirements referred to in Articles 94 and 95 of the Contracts Code;
- b) cessation of activity or cancellation from the relevant Chamber of Commerce;
- c) serious negligence or bad faith in the execution of the services entrusted by ADR or serious error in the exercise of the professional activity, ascertained by ADR by any means of proof;
- d) cancellation request presented by the interested operator;

At ADR's discretion, the forfeiture of the qualification from the Supplier Register **may be ordered** if even just one of the following conditions occurs for the member:

- a) failure to submit an offer, without adequate justification, in the case of an invitation pursuant to the following provisions, repeated three times within a year; in such cases, the cancellation takes place with reference to the product category for which the invitations were sent;
- b) failure to transmit the documents or information requested during the qualification or updating of the qualification to the Register.
- c) in the event of at least 3 suspensions, referred to in the following paragraph, imposed upon the registered company during the period of validity of the qualification.

Qualification in the Supplier Register may be suspended, as an option for ADR, if even just one of the following conditions occurs for the member:

- a) in the event of a minor error or negligence in the execution of the services entrusted by ADR, the qualification in the Register may be suspended for up to a maximum period of 12 months;
- b) in the event of 2 findings resulting from VRP assessments with a negative score (i.e., findings with a score of ≤ 2), the qualification in the Register may be suspended for up to a maximum period of 12 months;

ADR also reserves the right to define minimum thresholds on one or both components of the vendor qualification rating, giving appropriate communication in the Supplier Register, ordering the subsequent suspension from the Register of operators whose scores are below these thresholds.

The economic operator concerned will be promptly notified of the cancellation due to forfeiture or of the suspension measure.

The suspension may take place for a maximum of 12 months starting from the communication relating to the sanction.

In the event of forfeiture, a new qualification cannot be requested by the Operator before twelve months from cancellation.

TITLE IV – CONTRACTOR SELECTION PROCEDURE

Article 12 – Introduction

In the context of the procedures referred to in this Regulation, the individually invited competitors will not be able to submit an offer by associating or forming a consortium with other entities (participating or not in the same procedure) without having made a prior request to ADR and without having obtained express prior approval from ADR, which will take place at the sole discretion of ADR itself. In the absence of said prior request, ADR reserves the right to exclude the economic operator from the specific tender procedure.

In any case, where the invited operator requests participation in the Temporary Association of Companies, they may do so exclusively in the capacity of agent, providing all suitable information relating to the proposed principal on time.

Article 13 – Informal Tender

Contracts relating to works, supplies and services for amounts lower than the thresholds of European relevance are, as a rule, awarded following an Informal Tender.

The Informal Tender is a procedure to which Qualified economic operators in the Register of Suppliers in the relevant product category are normally invited. ADR may, however, avail itself of the right to use Registered Suppliers in the following cases:

- if the number of Qualified economic operators in the Register, within the product category to which the contract to be awarded relates, is less than the minimum number of operators to be invited to the procedure;
- if, in order to select the best alternative on the market, it is appropriate to integrate the number of economic operators invited beyond the minimum envisaged and the number of qualified economic operators does not allow said integration.

Unless there are special objective circumstances (such as, for example, justified technical reasons or urgency linked to the need to guarantee airport operations, etc.), ADR guarantees the rotation of the economic operators invited to the tender procedures.

With a view to continuous improvement and without prejudice to any control/connection relationships between companies, ADR also reserves the right to add to the minimum number of operators to be invited per rotation pursuant to the following paragraphs, further economic operators present in the Supplier Register, selected on the basis of one or more of the following criteria:

- Economic operators with high ESG ratings;
- Economic operators with high VRP or VR HSE;
- Economic operators ranked best in the latest tenders carried out by the company for similar contracts.

Similarly, in the event that the specific characteristics of the contract require it, for the selection of operators invited to tender procedures, minimum thresholds of technical-economic requirements may be defined, such as by way of example:

- A minimum ESG rating threshold by the economic operator;
- The adequacy of the "average turnover of the last 3 years" or the turnover of the last year compared to the value of the contract being tendered;
- The successful execution of similar contracts in operating environments similar to the airport environment, or the possession of specific certifications/authorisations;
- The adequacy of the VRP score, where present.

Informal tenders aimed at the awarding of services and supplies must be invited: no fewer than three economic operators for amounts exceeding €140,000.00, no fewer than five for amounts exceeding €200,000.00, provided that there are suitable subjects, in sufficient number, in the Register of Suppliers who in this case must therefore be invited.

For informal tenders aimed at awarding works, the Company invites no less than five economic operators for amounts up to €1,000,000.00, no less than seven for amounts up to €2,500,000.00 and no less than ten for assignments of amounts up to the value of the European threshold, provided that there are suitable subjects, in a sufficient number, in the Register of Suppliers who in this case must therefore be invited.

Article 14 – Informal Tender Procedure

Requests for offers for participation in the Informal Tender are normally sent via the ADR e-procurement portal, or they can be sent via email if explicitly provided for or in order to manage any exceptional cases, and must contain, in addition to the essential elements of the contract, necessary and sufficient for the formulation of the offer, also the indication of the deadline for the submission of offers in a sealed envelope or through Dynamic Negotiation, which cannot be less than five (5) days, except for extreme reasons urgency and compatibly with the nature of the assignment.

In the offer request, the Company may ask bidders to provide a provisional guarantee, indicating the extent and method of establishment, as required by Article 106 of Legislative Decree 36/2023.

If the economic operator, authorized or qualified in the Supplier Register, has submitted an offer as agent of a temporary group of competitors formed with other economic operators not registered/qualified or qualified in the Supplier Register, the latter must also declare possession of all general requirements provided for by Articles 94 and 95 of the Contracts Code, as well as the technical and economic requirements specified in the request for quotation, to the extent consistent with the services that they will carry out in execution of the contract.

ADR reserves the right to apply the so-called "procedural reversal", providing that the technical (if present) and economic offers are examined before the administrative envelope and that the latter is therefore examined only with reference to the economic operator who presented the best technical-economic offer. If this option is exercised, it is clearly indicated in the Letter of Invitation.

Within the Letter of Invitation, in case of award with the criterion based only on the lowest price, ADR may provide for the application of the automatic exclusion procedure for offers that present a reduction equal to or greater than the anomaly threshold as identified below; it is specified that this provision, where indicated, may be applied exclusively in the event that the number of offers admitted is less than five.

In the case referred to in the previous paragraph, the anomaly threshold may be identified by applying one of the following three different calculation methods indicated below:

- 1) arithmetic average of the percentage reductions of all admitted offers, increased by 15% (e.g.: average = 30% => threshold = 34.5%);
- 2) arithmetic average of the percentage reductions of all admitted offers, increased by 10% (e.g.: average = 30% => threshold = 33%);
- 3) average of all discounts equal to or greater than the average of the percentage discounts of all admitted offers.

The choice of calculation method will be made by ADR through a draw, after the tender deadline and before starting the offer evaluation phase; before this phase the Client will also communicate to the competitors, via the e-procurement platform, the outcome of the aforementioned draw.

Furthermore, ADR reserves the right in any case to subject offers deemed, in its sole discretion, anomalous with respect to the service requested or the content of the offer itself to be checked for adequacy.

In the event that, within a procedure with the award criterion based on the lowest price, the first offers in the ranking are close, ADR also reserves the right to proceed with a request for a relaunch against two or more competitors.

Once the best offer has been identified according to the criteria referred to in the following Article 18, the Company asks the best bidder in the ranking to prove possession of the requirements set out in the offer request and declared by the supplier. Upon the positive outcome of the checks required by law or provided for in the internal procedures, including those relating to anti-Mafia legislation (where applicable), the order is issued. In the event that the verification is negative, the Company proceeds to enforce any guarantee provided by the competing economic operator and to communicate the forfeiture of the award proposal and the qualification in the Supplier Register. The Company has the right to award the contract to the second place winner or not to proceed with any award.

Furthermore, ADR reserves the right to cancel, revoke and suspend the tender procedure in self-defence at any time, until the relevant contractualisation, subject to adequate and detailed justification, without the competitors having anything to claim against it. In this context, ADR may decide not to proceed with the award if no offer is convenient or suitable in relation to the subject of the contract.

Lastly, in the case of only one valid offer, ADR reserves the right either not to proceed with the award of the tender or to proceed with it anyway, provided that the offer is adequate and convenient.

Article 15 – Direct Assignments

Contracts relating to works, supplies and services for amounts lower than the thresholds of European relevance are, as a rule, awarded following an Informal Tender, however, where specific needs require it, ADR reserves the right to proceed with direct assignments within the limits of as provided in this article.

Contracts relating to supplies and services of an amount less than or equal to €140,000 as well as contracts relating to works of an amount less than or equal to €300,000 can be concluded through direct assignment.

Furthermore, any contract relating to the supply of goods, provision of services and works, up to the European threshold, can also be arranged with direct assignment, subject to adequate justification provided by the manager of the ADR function who requests it, in cases where the assignee designated is the only one who has the objective capabilities to play the role of supplier or contractor. The motivation and/or documentation relating to this case must accompany the assignment documentation.

ADR also has the right to proceed with direct assignment to the successful economic operator, following a competitive procedure, of a previous contract with

the same objective scope, provided that this occurs within twenty-four months following the previous award, under the same economic conditions and the total cumulative amounts of the contracts in question do not exceed the European threshold; in this case, furthermore, certification by the competent company function of the regular execution, even if still in progress, of the previous contract is necessary.

The tasks referred to in Article 13, paragraph 2 of the Contract Codes and Article 2, section m) Appendix I.1, containing *"Definitions of subjects, contracts, procedures and tools"* of the Contracts Code can be entrusted directly without the need for competitive comparison, within the limits of the European thresholds.

Article 16 – Dynamic Negotiation

Dynamic Negotiation can be used for the awarding of supplies and services below the threshold of any amount as well as for the awarding of works as long as they do not include services of an intellectual nature, such as design.

Economic operators who intend to participate in Dynamic Negotiation must be enabled on the ADR e-procurement portal.

Electronic communications will be made to the email address communicated by the operators themselves at the time of registration. It is the economic operator's responsibility to promptly update any change in email address in their personal folder.

Article 17 – E-procurement

ADR's tender procedures are normally managed through the Supplier Gate e-procurement platform, which can be reached at the website www.sg.adr.it.

The system is created with solutions that prevent variations or modifications of any kind from being made to documents, system recordings and other computer representations of electronic documents and operations. For the above, the recordings present in the log file generated by the System constitute full and exclusive proof between all Parties, regarding the content and time of the documents/messages exchanged electronically, such as, by way of example, but not limited to, communications displayed on the System or made via e-mail messages.

Economic operators who intend to participate in the request for offers in a digital envelope must register at the Supplier Gate. Electronic communications will be made to the e-mail address communicated by the economic operators themselves at the time of registration; it is the economic operator's responsibility to promptly update any change in email address in their personal folder.

ADR assumes no responsibility for malfunctions or the inability of the supplier to use the link or connection resulting from any cause.

Article 18 – Award criteria

Tenders are awarded using the criterion of the most economically advantageous offer based on the quality/price ratio or quality alone or price alone, based on the specific type of contract.

The award criterion must be indicated in the tender documentation.

In the award procedure with the criterion of the most economically advantageous offer based on the quality/price ratio, the assessment elements and their weight must be mentioned in the tender documentation, with the specification of the coefficients attributed to each element.

Where the award criterion is based on the most economically advantageous offer, ADR always provides specific rewarding elements in the ESG context, similarly to what happens for publicly available procedures for an amount exceeding the thresholds of community relevance. These elements are selected with respect to the specific characteristics of the object of the assignment and/or with respect to more general elements considered particularly significant with respect to ADR's Sustainability strategy.

Article 19 – Questioning

In the event of termination of the contract, ADR reserves the right to progressively consult the subjects who participated in the original tender procedure, resulting from the relevant ranking, to stipulate a new contract for the assignment of the execution or completion of the works, services or supplies, if technically and economically possible. The new assignment can take place under the conditions proposed by the economic operator questioned.

Article 20 – Check on the meeting of the requirements

In award procedures for an amount of less than €40,000, economic operators certify with a declaration in lieu of an affidavit that they possess the required participation and qualification requirements. The contracting authority verifies the declarations, also after drawing a sample identified in predetermined ways each year by order of the Vice President Procurement & Logistics.

When, as a result of the verification, the meeting of the general or special requirements declared is not confirmed, the contracting authority proceeds with the termination of the contract, the enforcement of any definitive guarantee, the communication to the ANAC and the suspension of the economic operator from participation in the procedures of assignment announced by the same contracting authority for a period of one to twelve months starting from the adoption of the measure.

TITLE V – FRAMEWORK AGREEMENT

Article 21 – Framework agreement

The Company has the right to conclude framework agreements with one or more economic operators whose purpose is to establish the contractual and economic terms relating to the contracts to be carried out during a given period of time, in particular with regard to prices and, if applicable, the expected quantities.

The framework agreements, depending on the maximum limit of the amounts to which they refer, are awarded with the same methods and procedures envisaged for the awarding of procurement contracts.

TITLE VI – EXECUTION OF THE CONTRACT

Article 22 – Amendments to contracts during projects

If, due to unforeseen circumstances, some variation to the services provided for in the contract becomes necessary and urgent, these variations or additions may be authorised by ADR, provided that they do not alter the essential conditions of the contract, nor the substance of the project. The variation cannot, in any case, exceed 50% of the value of the initial contract. No variation or addition may be introduced or carried out independently by the contractor on his own initiative.

The contracts can also be modified, provided that the modifications are authorized by ADR and do not alter the structure of the contract, if the overall value of the modification is less than 10% of the initial value of the contract for service and supply contracts, and 15% of the initial contract value for works contracts.

The invitation to submit offers may provide that if during execution an increase or decrease in performance is necessary up to a fifth of the contract amount, ADR may require the contractor to perform under the conditions originally envisaged.

The invitation to submit offers and the contract contain price revision clauses pursuant to Article 60 of the Code and ADR has the right to introduce renegotiation clauses in the contract pursuant to Articles 9 and 120 of the Code.

Article 23 – New prices

The variations are valued at the contract prices, except in the case of the need to carry out unforeseen categories of work or activities or it is necessary to use materials for which the contract price is not fixed, in which case new prices are created:

- a) by deducing them from the price list used for drawing up the executive project;
- b) by comparing them to those of similar processes or activities included in the contract;
- c) when assimilation is impossible, obtaining them totally or partially from new regular analyses and/or market checks.

The new analyses must be carried out with reference to the elementary prices of labour, materials, freight and transport on the date of formulation of the offer. The new prices referred to in

this article are approved by the person responsible for the relevant phase of the procedure or by another competent person

The new prices, approved by ADR, are determined jointly between the works manager or contract manager and the contractor, subject to the authorisation of the competent company function. All new prices are subject to the auction markdown referred to in the reference procedure, or on the basis of an agreement between the parties. If the contractor does not enter a reservation in the accounting documents in the manner required by current legislation, the prices are considered definitively accepted.

In the event that new prices do not modify the overall amount of the contract, a communication will be sent confirming the inclusion of the new prices in the contract; otherwise, should they involve a quantitative variation of the contract, we will proceed according to the provisions of Article 20.

Article 24 – Right to unilaterally amend the Regulation

ADR reserves the right, at its sole discretion, to modify this Regulation. In this case, the new version will be published on the e-procurement portal and at the same time a message will be sent to the email address reported by the economic operator when registering his/her personal data sheet.

The use of the e-procurement portal by the economic operator at a time following receipt of the communication of change to this document will be understood as total acceptance by the operator of the new version of the document itself.