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Italgas Vendor List Regulations

(last update Oct. 23rd, 2026)

Foreword

Italgas intends to regulate the establishment, management and updating of its vendor list (hereinafter referred to as the "**List**" or "**Vendor List**"), a preparatory tool for individual awarding procedures concerning both private and public entities and therefore subject to the provisions of the Public Contracts Code pursuant to Legislative Decree no. 36 of 31 March 2023, as amended and supplemented (hereinafter also referred to as the "**Code**").

Specifically, Italgas intends to identify the conditions for inclusion on its Vendor List, as well as the rights and obligations of Italgas and of economic operators wishing to join.

Italgas requires competence and professionalism from suppliers, as well as adherence to corporate values and principles. In the light of these principles, Italgas authenticates and evaluates candidates using criteria of absolute objectivity with a view to identifying a reliable partner with whom to establish a long-lasting collaboration.

Applications are on a fee basis (details can be found at https://www.italgas.it/en/partner/suppliers/become-supplier/onboarding/) and the qualification processes are managed via an online network (IT4Buy).

Through this network, suppliers will be informed of their qualification status in a letter relating to the Product Category(ies) of interest, timeframe and any areas for improvement detected during the evaluation process.

Registration implies acceptance of these Regulations and is a necessary condition for submitting an application for inclusion on the list and qualifying for the Italgas Vendor List.

Art. 1 – Definitions

1. The foreword is an integral and essential part of these Regulations.
2. The following terms and expressions found in the Regulations have the meanings given below:

   Vendor list: the list of suppliers classified by category established by Italgas and the Italgas Group for the purpose of awarding their contracts.

   Product Category: the classification of a homogeneous group of supplies, services and works, which can be broken down into more detailed levels and considered as a whole as belonging to the same category, species, type or class.

   Code: the Public Contracts Code set out in Legislative Decree No. 36 of 31 March 2023, as amended.

   Code of Ethics: a document containing the values and principles of conduct adopted and shared by the Italgas Group in the performance of its business.

   Questionnaire: the self-declaration made by the Supplier, as preliminary documentation for the purposes of future participation in tender procedures, in which it confirms that it meets the requirements set out in Book II, Part V, Title IV, Chapter II of the Code.

   Supplier/Economic Operator/Contractor: the entities referred to in Article 65 of the Code that intend to apply for inclusion on the Italgas Vendor list as described in Article 3 of the Regulations.

   Italgas Group: the overall group consisting of Italgas S.p.A. and its subsidiaries.

   Italgas: Italgas S.p.A., the company that manages the Vendor List.

   Organisation, management and control model: the organisation and management model adopted by Italgas and companies of the Italgas Group pursuant to Legislative Decree no. 231 of 8 June 2001 as amended.

Anti-mafia legislation: the provisions of Legislative Decree No. 159 of 6 September 2011.

Regulations: these regulations are intended to govern the procedures for registration and updating the Vendor List.

System: the online network (IT4Buy) through which the application and qualification process takes place.

Art. 2 – Purpose

1. The purpose of these Regulations is to define the rules by which the Italgas Group Vendor List is established and managed.
2. Italgas uses the Vendor List to select, on the basis of technical, economic, organisational, quality and sustainability assessments, the companies and entities it wishes to award contracts for the supply of goods, works and services, in compliance with the principles of non-discrimination, equal treatment, proportionality, transparency and rotation.
3. Inclusion on the List does not entail the start of any awarding procedure and/or the awarding of tender contracts for Italgas.
4. Application for inclusion on the Vendor List and the declarations, documents and any other supplementary elements provided by the interested parties have the sole purpose of demonstrating the willingness of such parties to qualify for the Vendor List without any constraints on the awarding of any contract.
5. The rules and criteria governing qualification may be amended or supplemented at Italgas' discretion at any time in relation to its changing needs. The qualified Supplier undertakes to comply with the Regulation in its current version, as published on the Italgas website, even if amended after the qualification has been obtained. Should the Supplier not intend to accept the amendments to the Regulation implemented after its qualification, it is required to notify its withdrawal from the Italgas Suppliers Register. Failure to provide such notice of withdrawal shall constitute unconditional acceptance of the amendments.

Art. 3 – Entities admitted

1. Entities referred to in Articles 65 and 66 of the Code shall be admitted to the procedure for registration in the Suppliers Register for the awarding of supplies, services, and works, with the exception of Temporary Groupings and Ordinary Consortia, provided that they are not, by way of example, in any of the situations set out in Article 12, paragraph 3, of this Regulation.
2. Qualification as a Permanent Grouping of Companies requires the positive assessment of the individual suppliers associated and compliance with the provisions of the Code. The permanent grouping must therefore submit its request for qualification with its own requirements and those of the individual suppliers associated in reference to the product category within its remit.
3. Economic operators grouped together pursuant to Articles 66 and 68 of the Code (RTI) are not permitted to join the List.

Art. 4 – Product Categories

1. The System is based on a matrix of goods categories divided into three categories GOODS, WORKS and SERVICES and indicates three levels of complexity (Strong, Medium, Smart) and the type of process required for qualification. (this information can be found at the following link: https://www.italgas.it/en/partner/suppliers/suppliers-support/)
2. For the Strong goods group, in addition to compliance with the requirements of Article 6 below, an on-site visit of the Supplier, carried out by Italgas personnel or third parties appointed for the audit, is also required.
3. Italgas, on the basis of its own requirements, reserves the right to change the Product Categories at any time, giving due notice to the Economic Operators registered in the categories subject to change.

Art. 5 - Requirements and Conditions for Qualification

1. Entities wishing to join the Vendor List for all product categories must meet the requirements of the qualification questionnaire.

2. Italgas may also lay down specific requirements for each individual Product Category, which must be met by Suppliers.

3. Throughout the entire period of inclusion on the Vendor List, the Supplier must comply with the principles set forth in Book II, Part V, Title IV, Chapter II of the Code, the Italgas Code of Ethics and the ethical and sustainability values that Italgas is inspired by.

4. The Supplier is also required to renew the Questionnaire annually, with specific reference to the requirements set out in Article 6 of the Regulations.

Art. 6 – Registration procedure

1. Suppliers who are interested in being included on the Vendor List, having identified the relevant Product Category(ies), must fill in the Questionnaire and the required attachments and send their application via the online network (IT4Buy).

2. The Qualification Office analyses the application received and may, if necessary, ask the Supplier for further information and/or clarifications.

3. The Supplier will be provided with immediate feedback in the event of positive/negative verification. Successful completion of the qualification process is not a guarantee of obtaining future orders/contracts.

Art. 7 – Assessment criteria

1. The evaluation criteria also extend to **economic/financial**, **sustainability** and **legality requirements**, as well as **HSE requirements**, as outlined below:

a) for the economic-financial requirements, Italgas relies on an external provider which, by processing useful data, and in particular financial statements referring to the supplier's last three years of activity, develops and determines an evaluation rating - Blended Score - which must be equal to or higher than C, visible in the 'Onboarding' section of the Purchasing Portal IT4Buy (www.it4buy.italgas.it);

b) for **sustainability requirements**: Through the use of an external provider, Italgas processes the data from the Sustainability Questionnaire filled in by the Supplier and determines its ESG (ENVIROMENTAL SOCIAL GOVERNANCE) score, which must be equal to or higher than D, visible in the 'Onboarding' section of the Purchasing Portal IT4Buy (www.it4buy.italgas.it); The Supplier is also required, both during the initial qualification request and during the qualification renewal process, to comply with the Corrective Action Plan proposed by the external provider, failing which the initial qualification/renewal request shall be rejected. Italgas reserves the right to carry out ESG audits, either on site or remotely, in order to verify the information provided in the completion of the Sustainability questionnaire.

c) for the **legality requirements**, during the qualification stage the supplier will be asked to make specific declarations in accordance with the general requirements of the Code;

d) for requirements pertaining to Health, Safety and Environment (HSE) aspects, during the qualification stage the Supplier will be asked to prove that it meets them, as specified for each product category in addition to meeting the requirements for obtaining and maintaining the "Patente a Crediti" pursuant to Art. 27 paragraph 1 of the Legislative Decree. 81/08 (where applicable);

Art. 8 – Validity and renewal of qualification

1. If a Supplier meets the minimum criteria set out in Article 6, it will be qualified for a period of 3 years (for Strong and Medium complexity levels) to 5 years (for the Smart complexity level) for the Product Categories for which it has applied.

2. The Supplier must submit a renewal request no later than 4 months before the expiry of the qualification.

3. In the event of qualification renewal, an on-site visit of the Supplier will be arranged, carried out either by Italgas personnel or by third parties in charge of the audit, also in order to ascertain that the qualification requirements are met.

Art. 9 – Obligations and guarantees

1. Italgas and Suppliers undertake to operate within the scope of the Vendor List with professional diligence and in accordance with the principles of fairness, loyalty and good faith.

2. The Economic Operator undertakes to:

   a) comply with the terms and conditions set out in the regulations and documentation found in the information sections of the network (IT4Buy);

   b) view the required documentation;

   c) not engage in anti-competitive conduct or practices that infringe laws, regulations and/or the rights of third parties, and not disseminate false, misleading or unlawful information;

   d) use software, hardware and electronic equipment in such a way as to ensure the IT security of the List;

   e) not to be economically dependent on the Italgas Group for a percentage greater than 50%; the percentage of dependence is assessed by the Group according to the turnover of the Economic Operator of the last two years and the economic and financial score of the last year.

   f) request any authorizations for subcontracting, as a rule, only in favor of qualified suppliers present in the Italgas Group's Supplier Register.

3. The Supplier also declares and guarantees that it has full ownership or availability of the data, information and content provided to Italgas and that their use does not violate any rights of third parties, nor does it violate any laws and/or regulations.

4. The Supplier undertakes to:

   a) use the services exclusively for lawful purposes and in any case in compliance with the legal provisions on the protection of personal data and intellectual property, to indemnify and hold Italgas harmless from any claims and demands of third parties that may arise from the use or abuse of the services in question;

   b) not include content that violates applicable laws and regulations, including, in particular, copyright laws or other intellectual or industrial property rights, or that violates or enables others to violate privacy protection laws;

   c) not transmit files that are potentially infected with viruses, of non-secure origin, or files that in any case could be considered potentially harmful (by way of example but not limited to: viruses, spyware, malicious code, Trojan horses, etc.);

   d) not perform actions that could damage, disable, overload or impair the functionality of the List or interfere with its use by third parties.

5. The Supplier shall indemnify Italgas against any claims for damages arising from violation of the laws protecting copyright or other intellectual or industrial property rights or protecting privacy or any other claims, actions or issues of third parties.

Art. 10 - Monitoring

1. The Supplier must guarantee reliability in relation to the quality of the supply of goods, works and services also in relation to, by way of example, implementation and/or delivery times, organisational aspects, compliance with technical standards and labour regulations, compliance with the requirements imposed by the certifications it holds, without prejudice to

compliance with the provisions of the Code or other regulations applicable to the specific assignment.

2. To this end, Italgas shall initiate a process of evaluation, monitoring and internal control of Suppliers so as to ensure the qualification and inclusion requirements in the Vendor list are met. In any case, a Supplier that is awarded a contract shall formally undertake to operate in compliance with the ethical and sustainability principles and to guarantee adequate technical and operating standards.

3. Monitoring also takes place both prior to the awarding of the contract and during the performance of the contract itself.

4. The Supplier must always guarantee an adequate standard of compliance with the relevant laws in order to protect the health and safety of workers.

5. Prior to awarding, Italgas carries out a check through its internal units, requesting:

   a) copy of the receipt for issuing the “Patente a Crediti” pursuant to Art. 27 paragraph 1 of the Legislative Decree. 81/08 or copy of the SOA certification of class at least equal to III (where applicable)

   b) anti-mafia certification from the local prefectures, if the Supplier is not already registered on prefectural whitelists;

   c) European Single Procurement Document (ESPD);

   d) Italgas Group Ethics and Integrity Agreement;

   e) new due diligence through open sources to check that there is no evidence against the Supplier that could affect its reputation.

6. The supplier must have an operational rating (visible in the 'Onboarding' section of the Purchasing Portal IT4Buy) of at least 60 points (Adequate) to be invited to the negotiated procedures called by Italgas. In the event that the supplier is qualified for the first time on a goods group or has not yet entered into contracts, and therefore does not have a technical evaluation, its operational rating will be equal to 60 points. In any case, Italgas reserves the right to launch tender procedures in which a different participation rating is requested.

7. In the implementation phase, operators will also be asked to periodically fill in a feedback questionnaire aimed at enhancing operational aspects and determining the Supplier's performance for the purpose of its continued inclusion on the Vendor List. The assessment carried out determines an operational rating that may range from 0 to 100. Suppliers achieving a rating below 60 may be subject to one of the measures set forth in Article 12 of the Regulation.

8. Each Supplier may view its own Operational Feedback Rating by accessing its personal data available in the "Profile Data" section of IT4Buy.

Art. 11 - Tax, details, company and organisational changes

1. For the entire period of inclusion in the Vendor List, the Supplier must ensure that the essential elements of qualification are up-to-date.

2. Any type of change relating to tax, data, corporate, organisational aspects or other information concerning the Supplier - including changes and extension of the scope of activity - must be promptly communicated to the Italgas Qualification Office, by certified email: Procu@pec.italgas.it

Art. 12 - Causes of revocation or suspension of the qualification

1. The qualification may be subject to Warning, Suspension, Revocation and Reputational Alerts if the requirements for maintaining the qualification obtained during registration in the Vendor List are no longer met.

2. Behaviours of a minor or modest nature that relate to inadequate performance in the supply of Goods, Works or Services, or findings identified during inspections (as detailed in the HSE Annex to the General Conditions, attached to and forming part of this Regulation, available on the Italgas website), which indicate an insufficient Technical or Quality performance standard, shall be subject to Warning measures. Two Warning measures issued within the same year shall result in the Supplier's Suspension for a period ranging from 3 to 6 months, depending on the degree of inadequacy of the performance provided.

3. The Supplier shall be subject to Suspension or Removal from the Vendor List if it is found, by way of example, to be in any of the following situations which, pursuant to Article 169 of Legislative Decree No. 36/2023, may constitute instances of serious professional misconduct, some of which are further detailed in the Appendix to the Regulation:

   a) bankruptcy, liquidation, arrangements with creditors or other insolvency proceedings that are pending or in progress;

   b) having been convicted of an offence that affects its professional conduct;

   c) having committed serious professional misconduct;

   d) not having fulfilled its social security contribution requirements;

   e) having made false declarations concerning the requirements for competing for a contract;

   f) incompatibilities under Italian law;

   g) non-compliance with the regulations contained in the Italgas Code of Ethics and/or with reference to Legislative Decree 231/01 and/or the Code;

   h) serious violations of occupational health and safety regulations (including also the deviations from high-risk activities during inspection pursuant to the annex “Allegato HSE” to the General Conditions);

   i) image damage;

   j) serious breaches of contract;

   k) a conflict of interest with directors or employees;

   l) negative periodic qualification reviews;

   m) repeated non-submission of offers;

n) negative performance evaluations following orders/contracts received;

o) in the event of failure to sign the contract within the terms established;

p) multiple sendings of reputational Alerts as envisaged by the following paragraph 4, imply a loss of trust by Italgas in the Supplier;

q) in the event of an insufficient operational rating (below 60) pursuant to Article 10, paragraph 7, of this Regulation.

4. Italgas may also send the Supplier a Reputational Alert if situations that are not compatible with Italgas ethical and sustainability principles are ascertained, which may however be remedied through improvement or self-cleaning actions.

5. In the event of a Suspension provision, the Supplier may be asked to present a Corrective Action Plan, the fulfillment of which will be subject to the termination of the suspension.

6. The Suspension provision shall have a minimum duration of three (3) months. A suspension period of twelve (12) months or more shall result in the revocation of the Qualification. Any Supplier wishing to regain qualification shall be required to undergo the entire qualification process anew from the beginning.

7. A suspension does not allow participation in new tender procedures and may result in exclusion from ongoing tenders to which the supplier has already been invited.

8. Any Supplier in respect of whom a **Revocation** measure has been adopted, or whose registration has lapsed pursuant to paragraph 6, shall be removed from the Vendor List for all Product Categories and shall not be entitled to submit a new application for registration until the debarment period established by Italgas has elapsed. The debarment period shall range from a minimum of twelve (12) months to a maximum of thirty-six (36) months from the date of notification of the measure, taking into account the seriousness of the conduct, the extent of the damage or prejudice caused, any repeated misconduct, and the Supplier's conduct following the formal notice of breach. The debarment period may be extended up to a maximum

of sixty (60) months in the following cases: a) circumstances referred to in points a), c) and d) of the Appendix; b) conduct resulting in serious harm to the health or safety of workers or third parties; c) unauthorized tampering with assets, facilities or installations; d) a further Revocation measure adopted within five (5) years of the Supplier's reinstatement to the Vendor List.

9. A Supplier subject to Revocation or lapse of registration shall not be entitled to apply for reinstatement until the circumstances giving rise to such Revocation or lapse of registration no longer exist.

10. Prior to the expiry of the debarment period, the Supplier may apply for early reinstatement by demonstrating that it has adopted adequate measures to restore its reliability, deemed sufficient pursuant to Article 96 of the Public Contracts Code, including compensation for damages, cooperation with the competent authorities, and the implementation of technical, organizational and personnel-related measures. In any event, early reinstatement may not be granted before twelve (12) months have elapsed from the date of the relevant measure. Italgas shall issue a reasoned decision within sixty (60) days of receipt of the request.

11. The provisions set forth in the preceding paragraphs shall likewise apply to economic operators that represent a substantial continuation of, or are otherwise connected with, a Supplier removed from the Vendor List, including, without limitation, through:

    (a) identical or substantially overlapping ownership structures or management bodies;

    (b) control or affiliated-company relationships within the meaning of Article 2359 of the Italian Civil Code;

    (c) the transfer or lease of an undertaking or of a business branch.

12. Upon expiry of the debarment period, any application for re-registration shall be subject to the Supplier successfully completing the entire qualification process provided for in these Regulations. Italgas may condition the re-registration upon the submission and successful completion of a Corrective Action Plan.

Art. 13 - Confidentiality of information

1. The Supplier undertakes to keep confidential and not to disclose any information owned by Italgas that comes into its possession (plant philosophies, technical solutions, plant locations, line routes, specifications, drawings, procedures, etc.).

2. The Italgas Group undertakes to keep confidential and not to disclose proprietary information of the candidate supplier (economic-financial, technical solutions adopted, drawings, specifications, procedures, etc.).

Article 14 - Industrial and Intellectual Property Rights

1. All documents published in the System are protected by intellectual property rights, in compliance with current copyright protection legislation.

2. The content and information made available by Italgas through the System are the property of the Italgas Group.

3. The Economic Operator undertakes not to download, reproduce, transmit, sell or distribute, in whole or in part, for any reason whatsoever, the content and information available or received for purposes other than those envisaged in the System.

Art. 15 - Processing of personal data

1. Personal data will be processed in accordance with the regulations in force, with the adoption of the necessary and appropriate protection measures to ensure the security and confidentiality of the information.

2. Pursuant to Articles 13 and 14 of Regulation 679/2016 on the protection of natural persons with regard to the processing of personal data and on the free circulation of such data (GDPR), Italgas intends to inform the Suppliers concerned of data processing carried out in connection with inclusion on the List, with information available at the following link: https://www.italgas.it/en/governance/business-ethics/relations-with-suppliers/

Art. 16 - Other provisions

1. For any dispute concerning the execution, interpretation, implementation and amendment of these rules, the Court of Turin shall have jurisdiction.

2. For all matters not expressly governed by these Regulations and the documents that form an integral and substantial part thereof, the provisions of the Italian Civil Code shall apply, as well as those on the protection of copyright, patents and software.

3. The provisions of the Regulations shall be deemed to be superseded, amended, repealed or automatically disregarded if their content is incompatible with supervening mandatory legislative or regulatory provisions.

4. Italgas reserves the right, at its sole discretion, to amend the provisions of the Regulations at any time. Amendments to the Regulations shall become fully effective as soon as they are published in the system.

5. The constant monitoring of the System and the regulations contained therein, including any amendment to the Regulations, is the sole responsibility of the Economic Operators. Nonetheless, Italgas reserves the right to inform the Economic Operator of any changes made to the Regulations.

Appendix

Pursuant to Article 12 of the Regulation, the following circumstances or behaviours involving the Supplier constitute instances of serious professional misconduct under Article 169 of Legislative Decree No. 36/2023, as well as for the purposes of Articles 95, paragraph 1, letter (e), and 98 of the same decree, and shall result in the Supplier's Suspension or Revocation from the relevant Commodity Category and/or from the Vendor List:

a. conduct by the Supplier evidencing alleged links with criminal organisations, including situations relating to attempted mafia infiltration as provided for in Article 84, paragraph 4, of Legislative Decree No. 159/2011, except where the Supplier has been admitted to judicial administration or to equivalent measures;

b. conduct by the Supplier involving one or more violations of human rights and of the principles of the Italgas Code of Ethics, or where it has been established that the Supplier no longer meets the reputational-ethical requirements;

c. the initiation of criminal proceedings against any of the persons referred to in Article 94, paragraph 3, of Legislative Decree No. 36/2023;

d. conduct by the Supplier involving misleading or incomplete statements regarding essential conditions or requirements that enabled the Supplier to obtain or maintain qualification, or to participate in tender procedures or subcontracting;

e. conduct by the Supplier involving the assignment to third parties, without prior authorisation from Italgas, of the total or partial execution of the activities entrusted to it by Italgas or other Italgas Group companies;

f. the imposition on the Supplier of a final sanction by the Competition and Market Authority or by another competent Authority, particularly where such sanction relates to one of the Commodity Categories for which the Supplier is qualified;

g. the existence of serious breaches in the areas of occupational health and safety or environmental protection, as defined in the HSE Annex to the General Conditions, committed by the Supplier and verified by Italgas through any

appropriate means during the execution of any contract entered into with Italgas Group companies;

h. conduct by the Supplier in respect of which even a single serious breach or act of gross negligence has been formally contested during the execution of contracts with Italgas Group companies, leading Italgas to proceed with contract termination;

i. conduct by the Supplier in respect of which repeated breaches have been formally contested during the execution of contracts with Italgas Group companies, even where such breaches have not resulted in contract termination for reasons of opportunity, or where other breaches have been formally contested that prevent or significantly prejudice the proper performance of contracts executed or in progress;

l. conduct by the Supplier in respect of which recurrent negative outcomes have emerged during the monitoring of the Supplier's performance under contracts executed with Italgas Group companies, irrespective of any settlements reached to remedy inefficiencies or breaches identified by Italgas;

m. conduct by the Supplier that seriously disrupts normal business relations with Italgas, including through pretextual actions or claims relating to contracts in execution with Italgas Group companies;

n. conduct by the Supplier that damages the reputation or image of Italgas or other Italgas Group companies, or that results in the loss of funding granted by the European Union, the State, or other funding bodies or institutions;

o. conduct by the Supplier involving serious non-performance in the execution of services, supplies, and/or works entrusted to it, including non-conformities or defects in supplies, or failure to comply with service levels specified in the documentation of the relevant procurement procedures;

p. causing damage to physical assets (machinery, plants, real estate, etc.) owned by any Italgas Group company, or by third parties, during contract execution (public or private). Such damage must be significant and indicative not merely of contractual breach, but of conduct demonstrating negligence or lack of professional diligence, including conduct previously recorded in earlier contracts and dilatory behaviour aimed at avoiding remedying the damage caused.