

	<b>ECOPETROL S.A. CONTRACTING MANUAL</b>		
	<b>SUPPLY MANAGEMENT LEGAL VICE PRESIDENCY</b>		
	<b>CODE GAB-M-001</b>	<b>Prepared 15/06/2022</b>	<b>Version: 2</b>

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## 1. OBJECTIVE

The Contracting Manual is the regulatory framework that guides the activities and legal transactions conducted by Ecopetrol S.A. (hereinafter "Ecopetrol S.A." or "the Company"), on its own behalf or on behalf of a third party, for the supply of goods and services.

## 2. GENERAL CONDITIONS

### 2.1 Scope

This Manual applies to the goods and services supply process, and to the legal transactions that Ecopetrol S.A. enters on its own or on behalf of a third party for such purposes.

The process of supplying goods and services regulated by this Manual includes the following activities: (i) supply planning; (ii) supplier management; (iii) provisioning; (iv) contract management; and (v) logistics and inventory management.

This Manual is not applicable to: (i) the activities or processes carried out by Ecopetrol S.A. for the development of its corporate purpose that does not constitute a supply of goods and/or services; (ii) to the activities or processes that, despite being a goods and/or services supply activity, are expressly excluded from the goods and services supply process of Ecopetrol S.A. The exempted activities or processes are described in the Operating Model of the Supply Management Process.

This Manual may be used as a guide or guiding criterion for the processes of acquisition of goods and services that do not correspond to the supply process of Ecopetrol S.A. as may be applicable, if so provided by the areas accountable for those processes.


### 2.2 Applicable Legislation

The legal acts conducted by Ecopetrol S.A. will be governed by the commercial and civil regulations that constitute its current contractual legal regime, which is mandatory and cannot be replaced or unapplied except for requirements or changes set out by law.

In accordance with article 6 of Law 1118 of 2006, "*all legal acts, contracts and actions necessary to manage and develop the corporate purpose of Ecopetrol S.A., once established as a mixed economy company, will be governed exclusively by the rules of private law, without considering the percentage of the state contribution within the social capital of the company*". The Contracting Manual has been prepared considering that private law applies to the legal acts, contracts, procedures and activities necessary to manage and develop the corporate purpose of Ecopetrol S.A. Likewise, the rules that regulate the activities of the other economic agents with which it concurs in the energy sector are applicable in conditions of equality and competitiveness, in accordance with the law<sup>1</sup> and its bylaws.

The application of foreign law may be agreed upon in the contracts in which it is a party, as long as compliance with the pertinent requirements established by law is guaranteed and the guidelines issued by the competent authorities and Ecopetrol S.A. are followed.

<sup>1</sup> Article 93 of Law 1474 of 2011  
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Pursuant to the the supply of goods and services process, Ecopetrol S.A. applies the inabilities and incompatibilities regime, the principles of the administrative function and fiscal management, in accordance with its special legal regime, articles 13 and 14 of Law 1150 of 2007, laws 1474 of 2011- especially its article 93-, 2195 of 2022, and the provisions that abolish or replace them. Likewise, Ecopetrol S.A. tends to promote and standardize documents and/or the use of type documents or of any other nature according to its applicable regime, regulations, and best national and international practices in terms of the supply of goods and services.

Finally, Ecopetrol S.A. applies the pertinent provisions included in the Code of Good Governance, Code of Ethics and Conduct of the Ecopetrol Group and in the Corporate Bylaws.

For the performance of the process described in this Manual, the definitions related to the Requesting Official, Authorized Official, Contract Monitoring Official, Risk Management, Supply Positioning Matrix, Comprehensive Supply Plan (PAI), and SIPROE must be considered pursuant to the Operating Model of the Supply Management Process.

### **3. DEVELOPMENT**

#### **3.1 Participants in the Supply Process of Goods and Services of Ecopetrol**

The supply in Ecopetrol S.A. is performed under a model of segregation of functions consisting of differentiating the requesting and contracting roles. This model guarantees that decisions are not concentrated in one area or person, considering interdisciplinary participation and decision traceability.

The contracting of goods and services will be performed solely and exclusively by workers expressly empowered to represent Ecopetrol S.A. For the purposes of the goods and services supply processes of Ecopetrol S.A., the person empowered to contract is the Authorized Official. Requesting Officials are empowered to submit hiring requests in accordance with the PAI of the respective business or corporate area.

The identification of the Requesting Officials, Authorized Officials, and the limit amounts of their actions in terms of the supply of goods and services will be those corporately established by Ecopetrol S.A.


#### **3.2 Supply Process of Goods and Services of Ecopetrol S.A.**

The supply process includes the following:

##### **3.2.1 Supply Planning**

The purpose of the supply planning process is to anticipate and plan the purchasing and contracting needs of Ecopetrol S.A. by ensuring the PAI.

The critical activities of this process are mainly aimed at: conducting an analysis of the internal and market demand, consolidating applicable technical standards by category, identifying suitable suppliers, prioritizing saving levers, selecting, and approving the contracting strategy, monitoring the implementation and performance of the strategy, and others that are developed in the Operating Model of the Supply Management Process.

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The various categories of goods and services contracted by Ecopetrol S.A. will be subject to supply planning, as per the terms set out in the Operating Model of the Supply Management Process. Ecopetrol S.A. may use instruments to obtain knowledge of the market and identify possible suppliers of certain goods and/or services, or to establish the segments in the categories of goods or services that Ecopetrol S.A. requires.

Depending on the good or service required, it will be necessary, without limitation, to define the terms and conditions of the contract, considering criteria of anticipation, risk assessment and mitigation, and the search at all times of the best business for Ecopetrol S.A, due diligence business criteria, which accompany the different activities and decisions, guiding its changes, adjustments, ratifications, or updates throughout the supply process. Likewise, it will be necessary to define the list of suitable suppliers, the identification of technical, economic, and other criteria required for the evaluation of offers or negotiation ranges, if applicable, estimation of quantities, delivery of technical specifications, and obtaining permits or licenses when applicable, the need for warranties and insurance or manufacturer's warranties, and other activities or supplies defined in accordance with the business operational planning.

### **3.2.2 Supplier Management**

The objective of supplier management is to manage suppliers in a differentiated manner to leverage the efficiency of the supply process and the viability of the operation in a responsible and sustainable manner. Its main activities are aimed at identifying the supplier portfolio, managing the registration of target suppliers, and the assurance of good relations with suppliers.

Suppliers of goods and services must register with SIPROE to participate in the Company's supply process. Ecopetrol S.A. will verify the information provided by all suppliers.

The financial capacity, performance of suppliers, experience and compliance with the requirements and provisions on ethical requirements, money laundering and terrorist financing (MLTF), commitment to contractual integrity, impediments, inabilities, incompatibilities, and conflicts of interest to contract, respect for free and fair competition, without limitation thereto, will be subject to special monitoring.


### **3.2.3 Provisioning**

The objective of the provisioning process is to perform contracts ensuring optimum cost levels, timeliness, and quality of the good or service contracted. Hence, the provisioning incorporated in the PAI must be managed in advance through the appropriate legal transactions and commercial vehicles.

Depending on the good or service required and the selection method that is approved, it will be necessary to define the commercial terms and conditions of the contract, the invitation to suppliers, the identification of the negotiation ranges, if applicable, the preparation of the documents that regulate the contractor selection method, the schedule, and other activities or inputs defined in accordance with the planning, its adjustments, and updates.

### **3.2.4 Contract Management**

The objective of the contractual management process is to ensure the commencement, performance, closing and final balance of contracts with an adequate management of contingencies, guaranteeing an optimal payment cycle, and the evaluation of the contractor's performance under a technical approach. This process is conducted in a segmented manner according to the complexity of the contracts.

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### 3.2.5 Logistics and Inventory Management

The main purpose of this process is to comprehensively manage the logistics and inventory management process of the Company's goods supply chain, except for raw materials, by determining the optimal quantity and timeliness of the inventory and the governance of the catalogue.

### 3.3 Instruments for the Supply of Goods and Services

Ecopetrol S.A. may implement new contractual or commercial vehicles and update existing ones in accordance with good industry practices and advances in contractual matters.

The list of instruments included below is not exhaustive and, to that extent, is not exclusive of others that Ecopetrol S.A. may use in its process of supplying goods and services:

**Economic Bases Agreement (ABE):** It is the agreement that Ecopetrol S.A. enters into with a possible supplier to agree on prices of goods or services pertaining to certain technical and commercial conditions, for subsequent contracting. The Economic Basis Agreement is not a contract per se, and, therefore, is not a source of contractual obligations between the Parties. It is conducted through purchase orders and/or services issued by the Authorized Official of Ecopetrol S.A. in accordance with the provisions of the Agreement.

**Demand Anticipation Agreement: (ANDE):** Contract used for purchases of goods and services with predictable and uniform characteristics in accordance with the characteristics defined in the Operating Model of the Supply Management Process. It is derived from a selection method and is performed through the issuance of dispatch orders and/or service orders.


**Framework Agreement with Negotiation:** Contracting instrument for long-term contracting of categories of goods and services in accordance with the provisions of the Operating Model of the Supply Management Process. It is characterized in that the Authorized Official conducts a price negotiation of the goods and/or services with the supplier at the time of issuing the dispatch, purchase, or service orders, which are the instruments through which this type of Contract is performed.

**Framework Agreement without Negotiation:** Contracting instrument for long-term contracting of goods and services, especially with inelastic pricing and low competition, in accordance with the provisions of the Operating Model of the Supply Management Process. It is conducted through the issuance by the Contract Monitoring Official of purchase or service orders that include terms and quantities without being able to modify, or allow additions to that agreed to in the respective Framework Agreement.

**Price list:** It is the document prepared and approved by Ecopetrol S.A., in which the unit value of each of the items (resource units, works, work or goods) related to an activity that applies during a given period is registered.

### 3.4 Special Mechanisms for the Supply of Goods and Services

Depending on the supply need to be fulfilled and its characteristics, the supply area may use the following special supply mechanisms, regardless of the appropriate methodology to be applied:

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**Agile contracting:** Expedite mechanism for the supply of goods and services considered customary through the requisition methodology to compete or for contracting based on bilateral negotiation methodologies, as set out by the Operating Model of the Supply Management Process. Its main characteristic is the reduced use of resources in the process of supplying a good or service.

**Emergency contracting:** It proceeds when a given situation regarded as emergency contracting by the vice president of the respective area. It proceeds in situations that demand the implementation of immediate measures and that, consequently, require the contracting of goods and services in an agile and expeditious manner. The emergency occurs when there are circumstances that (i) seriously affect or threaten the exploitation or production of hydrocarbons, refining or any activity for the supply of fuels; or (ii) threaten or affect the continuity and safety of the operation, personnel or the operation of facilities, plants, or equipment.

**Contracting for unforeseeable needs:** It proceeds when the need of the requesting area is unforeseeable, and its immediate contracting is required to avoid negative impacts.

### 3.5 Selection of Contractor or Potential Negotiators

The goods and services of the main categories will be contracted in accordance with the strategy adopted by Ecopetrol S.A., the guiding aspects established in this Manual and in the Operating Model of the Supply Management Process. These will also be considered for the supply of goods and services not corresponding to the main categories.

Contracting associated with the supply of goods and services responds to a methodology. Ecopetrol S.A. may implement new contracting methods and update existing ones, in accordance with good industry practices and advances in contractual matters. The following are the predominant, non exclusive, selection methods in the Supply Management Process:


- a. Methodology based on bilateral or plurilateral negotiation: Negotiation process that originates in a favorable offer that may, as the case may be, result in the execution of one or more contracts with capable and suitable suppliers.
- b. Methodology based on requisition to compete: Process in which several persons present an offer and, based on competitive and negotiation factors, the most favorable offer is identified.

### 3.6 Application of the Selection Method

The application of the methodology intended for the contracting of goods and services is part of the aspects to be included in the planning of the supply activity. In said planning exercise, it will be pertinent to consider the following criteria with respect to the referred methodologies:

- a. Methodology based on bilateral or plurilateral negotiation: The use of this methodology will respond to matters that have been identified from the planning, its updating, and adjustments, and will be used in scenarios or situations that require it, highlighting, without limitation, the following:
  - I. Emergency contracting.
  - II. Contracting for unforeseeable needs.
  - III. Contracting in which the value of the contract object does not exceed one hundred current monthly legal minimum wages (100 SMLMV), not including VAT.



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- IV. Contracts to be held with a specific person - *intuito personae* – such as, without limitation, easement, lease, bailment or acquisition of real estate, holder of intellectual property right or its representative, purchase from manufacturers, sole distributors or exclusive representatives as technically required, of a given brand, and others such as the hiring of doctors, specialists, and hospitals, based on the network of health providers of Ecopetrol S.A. or the purchase of a share of goods in which Ecopetrol S.A. is a co-owner or community member.
- V. Testing or trial of goods and services to assess the introduction of new technologies, possible changes thereto, or seeking better alternatives derived from innovation processes.
- VI. Price and credit risk hedging contracts (silent guarantees); subscription contracts for information on the international hydrocarbon market, regulations, market prices, information on “Vetting” of tankers, tanker tracking services, on credit risk; pollution civil liability policies.

b. Methodology based on requisition to compete: method based on a competitive process for choosing contractors or offerors for eventual negotiation, which considers competitive and negotiation factors defined by Ecopetrol S.A., based on competitive costs and supply conditions.

The invitations to present an offer made by Ecopetrol S.A. are not a commercial offer. Hence, Ecopetrol S.A. is not bound to enter into the respective contract.

### **3.7 Development of Selection Methods**

#### **3.6.1 Invitees**

In key categories of goods and services, Ecopetrol S.A. will approve the contracting strategy and the list of suitable suppliers.

As to other goods and services, the supply area with the support of the business area will identify the invitees from the list of suitable suppliers and/or the conditions to be demanded from those summoned.

In any event, the guidelines of the supplier management process will be followed, and all suppliers must be registered in the information system defined for this purpose.

#### **3.6.2 Information Expansion**

Ecopetrol S.A. may schedule a visit to the place of performance of the object of the contract and/or a hearing to observe the conditions of the site for contract performance, specify the scope of the contract, the content of the supporting documents, and address any concerns that may arise. Based on the foregoing, a minute will be prepared and signed by the contracting Authorized Official, which will be distributed to all the invitees.


Additionally, those invited may request clarifications on any aspect related to the documentation of the selection method.

Modifications to the documentation will be made through addenda signed by the Authorized Official.

#### **3.6.3 Presentation of Offers**

The invitees may submit offers by any means provided by law in the manner and opportunity set forth in the documentation of the selection method. For this purpose Ecopetrol S.A. will enable the



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mechanisms, instruments, channels, and guarantees intended for the effectiveness of the selection method, the rights, and the guarantees of the offerors.

Ecopetrol S.A. may authorize, without limitation thereto, the presentation of alternative offers, or with additional or special aspects proposed by initiative of the offerors, clearly and precisely stating the conditions for their evaluation and acceptance, or of offers under the electronic or interactive auction modality, without these being exclusive, and being able to be complementary.

Under the interactive modality, successive awards may be applicable. For this purpose, those who meet the minimum technical aspects and/or exceed the minimum score or percentage attributed to them, may submit successive offers (technical and economic), as Ecopetrol S.A. requires it, and for each of these, it may result in the award or negotiation of an independent contract.

The presentation of any offer to Ecopetrol S.A. will be accompanied by a statement from the respective offeror stating that it knows this Contracting Manual and expressly accepts it. The lack of this requirement may be corrected by the offeror.


If the selection method includes negotiation of the offers, the following shall be considered:

- a. The telephone conversations or, through other devices, will be recorded, and the offers presented or the responses regarding non-participation will be recorded by such means. Ecopetrol S.A. will request authorization from the offerors for the conversations to be recorded.
- b. Offers made through electronic telephone recording systems or other devices may be understood as formal, considering that under this modality the respective conversations and, therefore, the offers made by the offerors will be recorded. Evidence of the foregoing must be preserved in formats that are suitable for its subsequent conservation and reproduction.
- c. A record of the negotiation will always be kept (telephone recording, filming of the meeting, minute of the meeting, or any other). The supply area will prepare a written and duly documented record of the history of the negotiation, the market situation, the range of acceptable prices, the characteristics of the development of the negotiation, the offeror's knowledge of the Contracting Manual, the acceptance statement of the offeror about the application of the rules set forth in the Contracting Manual, and other aspects related to the award or negotiation of the contract. The recordings or any other technical means used for the purposes mentioned herein will have the quality of document, and the probative effects that the law confers thereon.

### **3.6.4 Analysis of Offers**

Ecopetrol S.A. will compare the offers received and the information on market prices and conditions; in addition, it will consider the results of the internal or external consulting that it deems convenient to request and will apply the valuation factors established for each stage of the selection method, in such a way that conclusions associated with said comparison can be obtained, identifying the best business for Ecopetrol S.A., pursuant to the selection method.

The analysis of the offers will be conducted by a committee or by the employee of Ecopetrol S.A. designated by the Authorized Official. The foregoing, without prejudice to the possibility of contracting the performance of this activity with a third party. The results of the analysis may lead to the entering

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into a contract, the development of a negotiation stage based on the criteria established for the negotiation of the offers presented by the offerors, or to the cancellation of the selection method.

The analysis of the offers must be carried out considering the provisions of the documentation of the selection method and within the term that has been indicated, which may be extended for the term that Ecopetrol SA deems necessary, as long as the offers are valid.

### **3.6.5 Conclusions on the Selection Method**

The conclusions will be adopted within the established period and applying the documentation of the selection method. The term may be extended if the offers are valid.

In all the contracts to be entered into, the acceptance of the offer and the consequent decision to contract may be performed through any permitted commercial procedure, in accordance with the applicable legal regime.

If the offeror with whom it is decided to contract or negotiate does not accept said decision and/or does not sign the contract within the term provided for in the documentation of the selection method, Ecopetrol S.A. may request, by written communication, an update of the offers in order to contract or negotiate with the second qualified offeror, without prejudice to the possibility of terminating the contractual relationship, documenting the offeror's breach, claiming possible damage caused and making effective the bid bond, or the applicable insurance mechanism. If the second qualified offeror does not sign the contract either or does not negotiate within the term established in the respective communication, Ecopetrol S.A. may apply the same rules with the next offerors in the order of eligibility or negotiation, as long as there are more favorable offers.

### **3.6.6 Suspension and Cancellation of the Selection Method**

If there are objective reasons that justify it, the Authorized Official may suspend or cancel, be it totally or partially, the selection method. This decision requires the respective justification of the Requesting Official and the exhaustion of the procedures that the Operating Model of the Supply Management Process has defined for this purpose, and it will be conveyed to the interested parties or offerors.


## **3.7 Effectiveness**

Unless the law expressly requires that certain formalities be complied with, the contract is effective when its core elements are agreed to between the Authorized Official of Ecopetrol S.A. and the offeror.

Once effective, for evidentiary purposes, the contracts of Ecopetrol S.A. will be recorded in a document.

### **3.7.1 Supply Efficiency**

If, due to the behavior of the contractor, it is not possible to commence the performance of the contract, without prejudice to the decisions and actions of Ecopetrol S.A. aimed at terminating the relationship, before the signing of the start-up minute, an update of the offers may be requested through written communication, to contract or negotiate with the second qualified offeror of the selection method, with the intent of obtaining the best offer and execute a contract that meets the needs of Ecopetrol S.A., provided that the contractual process is active and the mechanism has been planned and evaluated as a viable alternative to the selection method, in accordance with the Operating Model of the Supply

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Management Process. If the latter does not sign the contract either or does not negotiate within the term established in the respective communication, Ecopetrol S.A. will apply the same rules with the following offerors in order of eligibility or negotiation, as long as there are more favorable offers.

### **3.7.2 Contract Performance**

Contract management at Ecopetrol S.A. will be performed by the Contract Monitoring Official considering the complexity of the contract, the criticality of the need, and the guidelines defined in the Operating Model of the Supply Management Process.

The objective of the contract management sub-process is to ensure the commencement, performance, closing and balance of the contracts, performing an adequate management of contingencies and evaluating contractor performance.

The Contract Monitoring Official must manage the proper fulfillment of the requirements set forth to initiate the performance of the contract.

Contingencies will be dealt with diligently within a reasonable time, documenting all the approaches made by the Parties for their solution, and respecting the contractual provisions, without limitation, in relation with breaches, sanctions, suspensions, sub contracting, and claims.

It is the responsibility of the Contract Monitoring Official to ensure that the information and documentation of the contract management is kept complete and updated in the repositories provided for it by Ecopetrol S.A.

### **3.8 Variations in the Conditions of the Contracts**

The contracts in Ecopetrol S.A. must be preserved especially as per the conditions of object, term, and price agreed upon, without prejudice to the variations in such events in which situations arise that justify in a reasoned and sufficient manner the changes to the contractual terms that were initially agreed upon.


### **3.9 Penalty Clause and Fines**

It is possible to agree in the contract penal clauses and their collection from the contractor derived from the lack of partial or total fulfillment of the contract; likewise, it is possible to agree on fines and their collection from the contractor aimed at achieving compliance with contract provisions, pursuant to the legal regime applicable to Ecopetrol S.A. The contract lends executive merit per se, or through the creation of a complex executive title, if it is a clear, express, and enforceable obligation.

### **3.10 Termination of Contractual Relationship**

Those facts or behaviors that authorize the termination of the contractual relationship may be agreed upon in the contract, if it is in accordance with the legal regime of Ecopetrol S.A., the legal provisions regarding free competition and it does not constitute an act of abuse of the right.

### **3.11 Closing and Balance of Contracts**

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The contracts will conclude with the closing stage, in which an economic, financial, technical and operational balance of the contract will be made; the eventualities that have occurred and/or pending will be documented and the observations that the Parties consider will be recorded. This balance will be reflected in a document.

The Parties, under the principle of autonomy of will, have the capacity to establish and consent to their agreements, settlements, and transactions in the balance document, to put an end to the differences arisen, and to be able to declare themselves clear of the obligations accepted in the respective contract. Likewise, they have the right to include the reservations that they may have on issues that are unresolved or settled between the Parties.

The Operating Model of the Supply Management Process will establish the contracts that do not require the preparation of a closing and balance document, as well as the means that will be used to document their fulfillment and completion. In any event, should differences arise between the Parties, they must prepare the closing and balance document.

If the contractor does not show up at the closing stage or if, despite its freedom to register observations or points of view in the respective document, it fails to sign it, Ecopetrol S.A. may conduct an internal balance addressing the issues mentioned herein for the same purposes. For purposes of the internal final balance of the contract in Ecopetrol S.A., this minute is considered the contractual closure final document.

### **3.12 Miscellaneous Provisions**

#### **3.12.1 Formalities of Contractual Acts**

The acts that are issued or entered into with respect to the contractual activity of Ecopetrol S.A., are not administrative acts, nor will they be subject to special formalities, without prejudice to those required by private law for their perfection and the publication of the contractual activity pursuant to legal provisions regarding publicity, reserve, and confidentiality of information and documents.

#### **3.12.2 Using Electronic Media**

In all the procedures regulated in this Manual, electronic means may be used in accordance with the requirements set out in the electronic trading law and in the norms that regulate, modify, or complement it, and in accordance with the internal guidelines of Ecopetrol S.A.


#### **3.12.3 Additional Norms and Procedures**

No employee of Ecopetrol S.A. may dictate rules, controls, issue concepts, or act ignoring the procedures set forth in this Manual and pertaining to private law as the legal regime for acts and contracts for Ecopetrol S.A., except as established by special regulations or laws.

### **3.13 Term**

This Contracting Manual will come into force as of June 21, 2022.

The selection processes that are in progress prior to the entry into force of this Manual, as well as the contracts underway (including amendments that are signed after the issuance of this Manual), in liquidation or balance, will continue to be governed by the Manual and by the regulations in force at the

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time of starting the contracting process or the execution of the respective contract or the amended contract, without prejudice of that established regarding the application of the Operating Model of the Supply Management Process, as per the terms that it provides.

### 3.14 Approval

This Contracting Manual is executed by the President of Ecopetrol S.A., in accordance with his powers as provided for in the Corporate Bylaws.

## 4. CONTINGENCIES


Not applicable

### LIST OF VERSIONS

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Previous Document			
Version	Date	Old Code and Title	Changes
1	15/10/2012	Ecopetrol Contracting Manual - GSJ-M-001	Ecopetrol S.A. Contracting Manual
New Document			
Version	Date	Changes	
1	20/12/2016	Terminology procurement processes (modalities of selection) and contractual stages, new code.	
2	01/04/2022	Terminology, general provisions and updates according to the supply operating model	
For further information on this document, refer to the the person who prepared it on behalf of the responsible division:			
Prepared: María Fernanda Ibáñez Otalora; Carolina Blackburn Villota			
Mailbox: <a href="mailto:maria.ibanez@ecopetrol.com.co">maria.ibanez@ecopetrol.com.co</a> ; <a href="mailto:carolina.blackburn@ecopetrol.com.co">carolina.blackburn@ecopetrol.com.co</a>			
Division: Legal Management of Supply and Services – Legal Vice Presidency			

Reviewed	Approved
<b>FERNAN IGNACIO BEJARANO ARIAS</b> Legal Vice Presidency Identity Document No. CC 19.284.260 Legal Vice Presidency	<b>FELIPE BAYÓN PARDO</b> President Identity Document No. CC 80.407.311 de Usaquén Ecopetrol S.A.
<b>LUIS FERNANDO LIZCANO ZEA</b> Supply and Services Legal Manager Identity Document No. CC 91.479.514 Legal Vice Presidency	

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## ANNEX 1 - TERMS AND DEFINITIONS

For the application of this Contracting Manual, the terms included herein shall have the meaning assigned to them herein below in accordance with the Operating Model of the Supply Management Process.

The terms that are in the singular also include the plural and vice versa, provided that the context of that established in this Manual so allows it.

### 1. Participants in the Supply Process of Goods and Services

Without prejudice to the other roles established in the corporate regulations of Ecopetrol S.A., for the purposes of this Manual, the following participants are described in the process of supplying goods and services:

**Contract Monitoring Official:** Employee of Ecopetrol S.A. responsible for the assurance and comprehensive control of contract performance in terms of its purpose, term, value, and obligations. It must comprehensively manage the risks and opportunities for improvement that arise during contract performance, seeking the fulfillment of its purpose and the satisfaction of the needs and interests of Ecopetrol S.A.

**Authorized Official:** Employee of Ecopetrol S.A. empowered to contract on behalf of the Company in accordance with the authorization levels established by Ecopetrol S.A. in the Decisions and Powers Matrix<sup>[1]</sup> or the document that takes its place, and to issue all the acts required for selecting the contractor and the entering, modification, and termination of the respective contract.

**Requesting Official:** Employee of Ecopetrol S.A. empowered to request the supply area to contract goods and/or services in accordance with the planning and requirements of his area. He is responsible for the budget, the technical planning of the contracting requested, and the monitoring of contractual performance as per the terms of the regulations issued by the supply area.


### 2. Guiding Terms for Supply Activities

**Risk Management:** It is the organized and structured way of evaluating the positive and negative effects of decision-making in the supply process and contractual management.

**Supply Positioning Matrix:** Tool that classifies the goods and services required by Ecopetrol S.A. according to the following criteria: (i) risk; (ii) impact on the operation; and (iii) contracting expense. The quadrants where they are finally positioned (routine or consumable, bottleneck or necessary, leverage or enablers and critical), guide the mechanism for selecting the final contractor or negotiators and the type of contract to be entered into.

**Operating Model of the Supply Management Process:** It refers to the structure of Ecopetrol S.A. goods and services supply process that includes, without limitation, the description of the activities, processes, main roles, responsibilities, and indicators that allow achievement of the stated objectives.

<sup>[1]</sup> Corporate document of Ecopetrol S.A. that sets out the decisions and attributions of the officials in the Vice-Presidencies of Ecopetrol S.A.

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**Comprehensive Supply Plan (PAI):** The Comprehensive Supply Plan (PAI) is the tool for planning supply strategies and contractual needs of the Company that leverages the development of the operation, and contributes to the operational continuity of Ecopetrol S.A.

**SIPROE:** Free online public access tool that provides the Company with information on potential suppliers of goods and services required for its operation. The tool allows self-registration or registration management of other non-self-registered providers. The SIPROE is one of the inputs used by the Company for supplier management.