



Contracting and Execution Control Manual

Working Document



Grupo
Energía
Bogotá

***Together,
We Elevate
Lives***



TABLE OF CONTENTS

TITLE 1 GENERAL PROVISIONS

1.	Purpose	7
2.	Regulations	7
3.	Principles	8
4.	Authorized to Contract	8
5.	Incompatibilities, Disqualifications, and Conflicts of Interest	9

TITLE 2 CONTRACTING

Chapter 1 - Sourcing Model	11
1.1. Commitment to the Sourcing of Grupo Energía Bogotá	11
1.2. Contract Management in the Sourcing Model	12
1.3. Human Rights Policy	12
1.4. Anti-Corruption Commitment	13
1.5. Corporate Policies	13
Chapter 2: Definitions	13
1. Sourcing	13
2. Acceptance of Bid	13
3. Strategic Partner	13
4. Large-Scale Retail Stores	13
5. Requesting Area	14
6. Authorized to Contract	14
7. Residual Contracting Capacity.	14
8. Categorization of Needs	14
9. Contract	14
10. Convention	14
11. Contractor	14
12. Evaluation Committee	14
13. Supplier Average Performance Evaluation	14
14. Supply Position Matrix or Strategic Sourcing Matrix	15
15. Marketplace	15
16. Legal Transaction	15
17. Bidder	15
18. Bid	15
19. Annual Purchasing and Contracting Plan (PACC)	15
20. Multi-Year Contracting and Purchasing Plan (PPCC)	15
21. Prequalification	15
22. Preselection	16
23. Supplier	16

24.	Strategic Supplier	16
25.	Pilot Project.	16
26.	SMMLV.	16
27.	Acquisition/Purchase/Contracting Request:	16
28.	Virtual Bid Box	16

Chapter 3: Contracting Management 16

3.1.	Approval Bodies	16
3.1.1.	Board of Directors	17
3.1.2.	CEO Committee or the body acting on its behalf in each company	17
3.1.3.	The Operating Contracting Committee of the Corporate Synergies Center shall be responsible for verifying and approving the following	18

Chapter 4: Supplier and Contractor Management..... 20

4.1.	Functions and Applications of the Supplier and Contractor Registry	21
4.2.	Entry into the Supplier and Contractor Registry	22
4.3.	Categorization in the Supplier and Contractor Registry	23
4.4.	Preselection and Proof of Qualifying Requirements.....	23
4.5.	Update to the Register and Supplier Availability	24
4.6.	Contractor Grading	24

Chapter 5: Stages of the Contractual Process 24

5.1.	Contracting Planning Stage.....	25
5.1.1.	Multi-Year Contracting and Purchasing Plan (PPCC)	25
5.1.2.	Annual Contracting and Purchasing Plan (PACC)	25
5.1.3.	Guarantee of Available Resources	27
5.1.4.	Analysis and Management of Contractual Risks.....	27
5.1.5.	Contractual Guarantees	28
5.1.6.	Market Conditions Studies	28
5.1.6.1.	Market Study:	29
5.1.6.2.	Market Intelligence:	29
5.1.7.	Specifications and Technical Documents	29
5.2.	Supplier Selection Stage	30
5.2.1.	Selection Modalities	30
5.2.1.1.	Direct Bid Request	30
5.2.1.2.	Closed Competitive Process	34
5.2.1.3.	Open Competitive Process.....	35
5.2.1.4.	Electronic and/or In-Person Auction	36
5.2.2.	Common Rules for Participation.....	36
5.2.3.	Exceptions to the Selection Modalities.....	36
5.2.4.	Evaluation Criteria	38
5.2.5.	Award	38
5.2.6.	Closure of the Contractual Process Without Award.....	38
5.2.7.	Negotiation and Selection of the Bidder	39
5.2.8.	Materialization of the Company's Legal Transactions:	39
5.2.9.	Framework Price Agreements	39
5.3.	Joint Contractual Processes.....	40



Chapter 6: Requirements for the Completion and Execution of Legal Transactions Entered Into	41
--	----

Chapter 7: Contract Amendments	42
---	----

TITLE 3

CONTRACT EXECUTION CONTROL FOR THE PURPOSES OF CONTRACT OVERSIGHT / SUPERVISION OF CONTRACT EXECUTION

Chapter 1: Special Definitions Applicable to the Control of Contract Execution for the Purposes of Oversight / Supervision of Contract Execution.....	44
--	----

1.1.	Final Delivery and Receipt Minutes	44
1.2.	Partial Delivery Minutes	44
1.3.	Commencement Minutes	45
1.4.	Liquidation Minutes	45
1.5.	Restart Minutes	45
1.6.	Suspension Minutes	45
1.7.	Preparatory Acts	45
1.8.	Advance	46
1.9.	Certification of Experience	46
1.10.	Performance Evaluation	46
1.11.	Reimbursable Expenses	46
1.12.	Goods Entry Sheet	46
1.13.	Breach	46
1.14.	Greater and Lesser Quantities of Work	47
1.15.	Direct Settlement Board	47
1.16.	Advance Payment	47
1.17.	Action Plan	47
1.18.	Unit Price Contract	47
1.19.	Lump Sum Contract	47
1.20.	Adjustment.	48
1.21.	Claim	48
1.22.	Term of the Contract.	48

Chapter 2: Adoption of the Guidelines for Contract Execution Oversight.....	48
--	----

Chapter 3: Contract Execution Oversight for the Exercise of Oversight/Supervision of Contractual Execution	51
---	----

3.1.	Contract Oversight	51
3.2.	Contract Supervision	52
3.3.	General Obligations of Contract Oversight/Supervision	53
3.4.	Contract Management	53
3.5.	Support for Contract Supervision	54
3.6.	Responsibility of Oversight Agents/Supervisors	55
3.7.	Premises for the Interpretation of Contracts.....	55
3.8.	Management of the Oversight Agent/Supervisor During Contract Execution.....	56
3.8.1.	Administrative Management	56
3.8.2.	Technical Management	59
3.8.3.	Financial Management	61



3.8.4.	Legal Management.....	64
3.8.5.	Sustainable Development Management	66
Chapter 4:	Determination and Appointment of Oversight Agents / Supervisors	67
4.1.	Determination	67
4.2.	Complexity Matrix.....	67
4.3.	Appointment and Reassignment of a Supervisor or Contracting of an Oversight Agent	69
4.4.	Prohibitions of the Supervisor or Oversight Agent.....	70
4.5.	Rules for Appointing a Supervisor Due to Absence or Permanent Change	71
Chapter 5:	Contractual Events	72
5.1.	Suspension:	72
5.2.	Resumption.	73
5.3.	Assignment.	73
5.4.	Contract Amendments	74
5.5.	Contractual Payments:	75
5.6.	Major and Minor Quantities of Work.....	75
5.7.	Reports.....	76
Chapter 6:	Contractual Breach	76
6.1.	Contractual Breach.....	76
6.2.	Serious Breach	76
6.3.	Arrears Management.....	77
6.4.	Penalty Clause for Enforcement.....	77
6.5.	Pecuniary Penalty Clause	78
6.6.	Claim on the Policies	78
Chapter 7:	Contractual Disputes.....	78
7.1.	Claims.....	78
7.2.	Direct Settlement Mechanism.	79
7.3.	Settlement Agreement as a Dispute Resolution Mechanism	79
Chapter 8:	Termination and Liquidation of Contracts.....	80
8.1.	Termination of the Contract	80
8.1.1.	Expiration of the agreed execution term or materialization of condition.	80
8.1.2.	Early Termination by Mutual Agreement.....	80
8.1.3.	Unilateral Termination.....	81
8.2.	Liquidation of the Contracts.....	81
Chapter 9:	Management of Oversight Agents, Supervisors, Contractors, and Suppliers ...	82
9.1.	Performance Assessments and Contractual Certifications	82
9.2.	Training for GEB Oversight Agents and Supervisors	82
9.3.	Lessons Learned	82

TITLE 4 FINAL PROVISIONS

4.1.	Transition:	85
4.2.	Applicable Framework:	86
4.3.	Repealing Provision	86



General Provisions



Grupo
Energía
Bogotá

***Together,
We Elevate
Lives***

TITLE 1 GENERAL PROVISIONS

Purpose

This Manual contains the general rules and principles that govern the contracting processes of the companies of Grupo Energía Bogotá - GEB, through various or innovative legal transactions that they may enter into in the development of their corporate purposes. It also establishes the manner in which contract execution shall be controlled (oversight-supervision) and general aspects related to the management of contractual activity and its connection with the Sourcing Policy of Grupo Energía Bogotá.

The Directorate of the Corporate Synergies Center - CSC - shall apply the provisions of this Manual to contracts that are part of the corporate synergies agreement it executes, and shall likewise determine the procedures to implement this Manual without altering its essence and philosophy, respecting the principles set forth herein, except for contracts exempted from the selection modalities contained in this Manual.

The procedures thus adopted shall be accompanied by instructions, guides, templates, proformas, among others, aimed at systematizing and automating the process, mitigating risks, addressing needs, and ensuring the availability of timely information for proper control and efficient accountability. Likewise, this Manual incorporates Chapter I of Title II of Law 142 of 1994, as well as all regulations that develop and/or amend it.

Regulations

The companies may enter into any type of contract, in accordance with the provisions of the Political Constitution, the Civil Code, the Commercial Code, this Manual, and the special provisions of each country that are applicable due to the nature of the companies or their corporate purposes.

Given the legal nature of the companies, the legal regime governing the acts and contracts they enter into shall be governed exclusively by the rules of private law; therefore, they may enter into any type of legal transaction derived from the autonomy of the will of the parties.



In this context, the companies of GEB shall comply with the obligations arising from the applicable standards, taking into account their legal nature.

When applicable, the Office of the Legal Vice President, or its equivalent in each subsidiary, shall determine the applicability of the legal or regulatory provisions relating to contracting and the scope thereof for their execution.

Contracts entered into or executed abroad may be governed by the law of the country agreed upon by the parties.

Principles

The contracting processes of the companies of GEB shall be guided by the principles of public service and fiscal management, as set forth in Articles 209 and 267 of the Political Constitution, the regime of disqualifications and incompatibilities established by law, and the principles of interpretation enshrined in Article 30 of Law 142 of 1994. In addition, employees of the companies, as well as their suppliers and contractors, must align their actions with the Human Rights Policy adopted by GEB.

Authorized to Contract

The CEO of GEB has the authority to contract, in accordance with Items 5 and 6 of Article 70 and Article 71 of the Company Bylaws, and shall be subject to the powers established therein to act on behalf of the Company and bind it.

The CEO of Grupo Energía Bogotá shall execute the Company's contracts and may delegate, in whole or in part, the execution, performance, settlement, and, in general, the carrying out of any activity related to the contracts governed by this Manual, in accordance with the following amounts:

To the Vice Presidents or Directors, and generally to the areas at the Corporate level that report directly to the Office of the CEO, with authority limited to contracts inherent to their process, up to the lower amount of 70,000 SMMLV. In the same amount, to the Director of Corporate Synergies, exclusively for contracts necessary for the provision of services under the responsibility of CSC.



At the Corporate level, in the temporary or permanent absence of those authorized to contract, the CEO shall execute the contracts, and in the absence thereof, the Alternate Registered Agents, in accordance with the provisions of the Bylaws; temporary absence shall be understood as vacation, disability, leave, or authorized absence.

The authority to enter into contracts may not be transferred by general power of attorney to levels other than those authorized herein. The CEO may grant special powers in exceptional cases for contracts that must be executed in another location within the country or abroad, or in the absence of the Alternate Registered Agents.

Those authorized to execute, perform, settle, and, in general, carry out any activity related to the contracts governed by this Manual shall submit a semiannual report to the CEO of GEB on the activities carried out in the exercise of the delegated powers.

For legal representation purposes, subsidiaries shall be subject to the provisions of their Company Bylaws or equivalent document, and to the legislation of each respective country. The assignment of such powers may only be granted at the management level whose immediate hierarchical superior is the CEO or General Manager of the company.

Incompatibilities, Disqualifications, and Conflicts of Interest

The regime of disqualifications and incompatibilities provided by law, as well as the regulations on conflicts of interest established in the Code of Ethics, the Conflict of Interest Management Policy, and any other internal provisions developed by the companies in this regard, shall apply to contracts entered into by the companies. Contractors and suppliers of the companies shall be required to sign such documents at the time of contracting and to act in accordance with the principles established therein.



Contracting



Grupo
Energía
Bogotá

***Together,
We Elevate
Lives***

TITLE 2 CONTRACTING

Chapter 1 - Sourcing Model

Grupo Energía Bogotá strengthens its management through 24 processes classified as Exclusive Corporate Processes. The Sourcing process is one of the common processes and has the following objective: To ensure the provision of the goods and services required by GEB, as well as to support and control the execution and completion of contracting in order to support the operation of GEB's processes and strategy.

1.1. Commitment to the Sourcing of Grupo Energía Bogotá

The companies of the Group have a Sourcing Policy whose objective is: To establish the framework for contracting works, goods, and services for the organization, with the purpose of promoting efficient and sustainable contracting processes based on cost, risk, impact, and market opportunity. These commitments are framed within four (4) components:

- 1. Planning:** Identification of needs and suppliers.
- 2. Selection:** Execution of the contractor selection strategy.
- 3. Execution:** Fulfillment of the contractual purpose.
- 4. Termination:** Completion, settlement, and evaluation of the contractor's performance.

The strategic and tactical leadership of the Sourcing Process at the Corporate level is the responsibility of the Sourcing and Administrative Services Management under the Office of the Vice President of Talent and Administrative Management, during the planning, selection, and contracting stages. Operational activity is the responsibility of the Corporate Synergies Center (CSC) of GEB.

Likewise, the Oversight Management, or its equivalent, shall be responsible for monitoring the control of contract execution and shall issue the guidelines for proper execution control and the management of breaches of contractual obligations.



This Management shall also be responsible for moderating the direct settlement committees convened in connection with contractual claims.

1.2. Contract Management in the Sourcing Model

In the companies of GEB, contracts are the means by which business relationships and processes within the supply chain are coordinated and integrated, which means that contract management must be carried out in a rational, ethical, and objective manner, ensuring free competition, democratization, and respect for human rights, in such a way as to contribute to achieving the objectives set forth in the Corporate Strategy of Grupo Energía Bogotá.

Accordingly, contract management, as a mechanism for coordinating and integrating the Sourcing Policy of Grupo Energía Bogotá, shall be carried out with the support of technological tools that enable interaction among stakeholders, as well as monitoring, control, measurement, and accountability.

1.3. Human Rights Policy

In the Companies, respect for human rights, the prevention of their violation, and the mitigation of potential adverse impacts are a priority. In this regard, the companies are guided by the constitutional framework and that applicable to their subsidiaries, as well as the Universal Declaration of Human Rights of the United Nations, and the various treaties, covenants, and agreements that form part of the Constitutional Block, particularly those related to decent labor conditions, environmental protection, respect for diversity and equality, respect for the legitimate monopoly of state force, and the prioritization of life and dignity.

In any case, it shall be understood that GEB suppliers or contractors, when submitting their proposals and executing contracts, adhere to and commit to complying with the Sustainability, Diversity and Inclusion, and Human Rights policies of Grupo Energía Bogotá. Any violation thereof shall constitute grounds for early termination of the contractual relationship and exclusion from the supplier registry.

1.4. Anti-Corruption Commitment

The Group is committed to conducting all its business activities in accordance with the highest legal and ethical standards and expects its employees and any other individuals acting on its behalf to uphold this commitment. No form of bribery, unlawful commission, or corruption shall be tolerated, whether directly or through third parties, regardless of whether it is expressly prohibited by this commitment or by law.

1.5. Corporate Policies

For any contract with the companies of GEB, individuals or legal entities must have and submit to GEB, if applicable, their Human Rights and Sustainability Policy, Information Security Policy, Occupational Health, Safety and Environment (HSE) Manual, Non-Discrimination Policy, Code of Ethics, and Corporate Governance Policy, or their equivalent, at the time of registration in the supplier or contractor registry.

Chapter 2: Definitions

The definitions contained in this Manual, and the scope, meaning, interpretation, and effects of acronyms, words, or terms shall be as defined herein; in the absence of such definitions, the commonly accepted meanings within the discipline or in the legal systems of each country shall apply, unless a different interpretation or effect is expressly established for a specific subject.

1. Sourcing: A process aimed at meeting the needs related to the contracting of works, goods, and/or services for the company.

2. Acceptance of Bid: A unilateral legal act by the recipient of a bid whose primary effect is to irrevocably express acceptance of the bid.

3. Strategic Partner: Natural or legal persons with whom strategic agreements are executed to promote new business opportunities.

4. Large-Scale Retail Stores: Large stores specializing in the mass marketing of products, with a substantial physical infrastructure for customer service and direct sales to the public, and branches located in the main cities of each country.



5. Requesting Area: The Subsidiary, Office of the Vice President, Directorate, or Area Management of the Corporate or Branch that is responsible for evidencing, planning, and structuring the technical aspects of the contracting need.

6. Authorized to Contract: The person who, in accordance with the Company Bylaws, is authorized to perform acts and execute contracts on behalf of the company; the employee empowered by the CEO (or whoever acts on their behalf) to contract within the limits established in the respective power of attorney shall also act as the Authorized to Contract.

7. Residual Contracting Capacity: Residual Contracting Capacity is the ability of a contractor to fully and timely fulfill the purpose of a works contract without its other contractual commitments affecting its ability to comply with the contract that is the subject of the Contracting Process. The formula for assessing the Residual Contracting Capacity shall be established in the terms of reference of the process for those contracts in which its inclusion is deemed necessary.

8. Categorization of Needs: The classification scheme through which the works, goods, and/or services contracted by the companies of Grupo Energía Bogotá are grouped.

9. Contract: An act by which one party undertakes with another to give, do, or refrain from doing something.

10. Convention: An agreement in which activities of promotion, collaboration, assistance, or support prevail, and in which each of the parties contributes in order to join efforts in the development of common causes related to their purpose. It may also be referred to as agreements and/or pacts, among others.

11. Contractor: A natural person, legal entity, or any type of associative figure with whom a legal transaction is executed.

12. Evaluation Committee: Employees previously designated or third parties contracted to perform the legal, financial, technical, and/or economic evaluation of the bids submitted in a selection process.

13. Supplier Average Performance Evaluation: The weighted average of the evaluations of contracts performed by the supplier in its capacity as a contractor during a given period.

14. Supply Position Matrix or Strategic Sourcing Matrix: A methodology used to classify the works, goods, and/or services acquired by the company according to the following criteria: expense volume, sourcing risk, and operational impact. The works, goods, and/or services are grouped under this methodology into four categories: critical, bottleneck, leverage, or routine.

15. Marketplace: An electronic catalog system provided by a supplier for the online acquisition of goods or services under a Business-to-Business (B2B) purchasing model.

16. Legal Transaction: A declaration or agreement of wills between two or more parties who intend to produce an effect consisting of the acquisition, modification, or extinction of a right.

17. Bidder: A natural person, legal entity, or any type of associative figure that submits a bid within a selection modality carried out by the company.

18. Bid: The proposal for a legal transaction project that one person submits to another, which must contain the essential elements of a transaction and be communicated to the recipient for possible acceptance.

19. Annual Purchasing and Contracting Plan (PACC): The annual schedule of the company's contracting needs that contains consolidated and centralized information through the Sourcing and Administrative Services Management or the area acting in its place. The PACC serves as an input for the planning of the company's purchases and contracts and for the preparation of the budget of the Requesting Area.

20. Multi-Year Contracting and Purchasing Plan (PPCC): A schedule covering more than one year that contains the contracting needs of the company's and/or the Group's projects for purposes of analysis and determination of strategic sourcing.

21. Prequalification: The process that allows for the advance evaluation of potential suppliers of works, goods, and/or services required by the company in legal, financial, technical, and other aspects, for the execution



of one or more legal transactions under the contracting modalities set forth in this Contracting and Execution Control Manual.

22. Preselection: Suppliers included in the registry shall be deemed preselected, provided that they meet the qualifying requirements regarding legal capacity, general experience, financial capacity, among others.

23. Supplier: A natural person, legal entity, or any type of associative figure capable of satisfying the contracting needs for works, goods, and services required by the company.

24. Strategic Supplier: Suppliers of works, goods, and services selected within the framework of agreements entered into with partners or strategic allies, provided that their contracting has been established as part of the commitments.

25. Pilot Project: The execution of an initiative aimed at evaluating the feasibility of a particular development, innovation, or entry into a subsequent legal transaction.

26. SMMLV: The minimum legal monthly wage in force for the year, as decreed by the national government.

27. Acquisition/Purchase/Contracting Request: The formal submission of the contractual need to the Sourcing and Administrative Services Management.

28. Virtual Bid Box: An electronic platform used as a medium to invite and receive bids digitally.

Chapter 3: Contracting Management

3.1. Approval Bodies

The companies shall have three (3) approval bodies for the management related to the operation of the Sourcing Model, ensuring compliance with the principles that govern the company's contracting. The bodies are:

1. Board of Directors, or whoever acts on its behalf in each subsidiary
2. CEO Committee, or whoever acts on its behalf in each subsidiary
3. Operating Contracting Committee of the Corporate Synergies Center



3.1.1. Board of Directors

The Board of Directors of the Corporate, in accordance with the Company Bylaws, authorizes the CEO to execute contracts, acts, and legal transactions whose amount exceeds the equivalent in national currency of seventy thousand (70,000) times the Current Legal Monthly Minimum Wage. (Item 35, Article 66). In the subsidiaries, it shall proceed in accordance with their respective Company Bylaws.

Such authorization must be requested prior to the start of the contracting process, for which the Requesting Area shall submit the request through the Technical Secretary of the Board, or whoever acts on its behalf in each subsidiary.

It also authorizes the addition of the contracts referred to in this item and shall be informed of any substantial modifications thereto.

3.1.2. CEO Committee or the body acting on its behalf in each company

The Presidency Committee of the Corporate shall be responsible for:

1. Promoting, analyzing, and approving the sourcing policies and strategies of Grupo Energía Bogotá and its subsidiaries.
2. Approving direct bid requests when there are reasons involving confidentiality due to security and/or business strategy, which must be justified in writing by the Requesting Area, in accordance with Subsection f of Item 5.2.1.1.
3. Declaring a need or activity as strategic for GEB to be met through a direct bid request, in accordance with Subsection m of Item 5.2.1.1.
4. Declaring the existence of technical and/or technological reasons for conducting a Closed Competitive Process in cases where the request exceeds the amount of 10,000 SMMLV.
5. Monitoring the compliance indicators of the PACC and PPCC, providing feedback, and alerting the subsidiaries regarding their compliance.



6. Approving the execution by the Corporate Synergies Center of selection modalities different from those contemplated in this Manual, in accordance with the criteria defined in Item 5.2.1.

The CEO Committee or the body acting on its behalf in each subsidiary, under the leadership of the sourcing areas of each subsidiary, shall be responsible for the following functions related to contracting:

1. Approving the Annual and/or Multi-Year Contracting and Purchasing Plan and its modifications, when these involve the creation of new needs or amendments to previously approved plans, in cases where an additional budget is required.
2. Monitoring the compliance indicators of the PACC and PPCC and adopting any corrective measures that may be necessary.

3.1.3. The Operating Contracting Committee of the Corporate Synergies Center shall be responsible for verifying and approving the following:

- The Committee shall verify that direct bid requests exceeding USD 100,000, competitive processes, and auctions have:
- A risk matrix, guarantees, and a market conditions study that supports the estimated budget;
- The selection modality, purpose, and amount match what was approved in the PACC. Likewise.

The Committee shall approve, in the same processes:

- Requests for contracts not subject to inclusion in the PACC, exceeding one hundred thousand dollars (USD 100,000), except for emergency contracting, the opening of Prequalifications, and Framework Price Agreements. It shall also approve additions to emergency contracting.
- In cases of direct contracting, if, as a result of an amendment to the value, the contract exceeds the amount of fifty thousand dollars (USD 50,000), it must be submitted to this Committee for approval.

Except in cases where the cause used for the initial contracting was Subsection A of Item 5.2.1.1.

- The payment method, concept and percentage of reimbursable expenses, related expenses, term, qualifying requirements (when not included in the Supplier Registry), negotiation rules, and weighting requirements in accordance with the selection modality.
- The parameters for conducting the Categorization of Needs according to the expense.
- The continuity of suppliers in the Supplier and Contractor Registry and in the contracting processes, in accordance with Subsection j) of Item 4.1.
- The parameters for conducting the Categorization of Needs according to the expense.
- In the event that, during the development of the selection processes, any aspect previously approved by the Committee must be amended, the corresponding addendum must be submitted for its approval, unless such authorization was contemplated from the outset.

Members: The Committee shall be composed of the following members:

- a) The Director of the Corporate Synergies Center or whoever acts on their behalf.
- b) The Manager of Sourcing and Administrative Services of GEB or whoever acts on their behalf.
- c) The Legal Director of the Office of the Legal Vice Presidency of GEB or whoever acts on their behalf.
- d) The Oversight Manager of GEB or whoever acts on their behalf.
- e) The Financial Director of GEB or whoever acts on their behalf.
- f) The Director of Planning of GEB or whoever acts on their behalf.



g) In each case, the Director or Manager of Sourcing, or whoever acts on their behalf, from the subsidiary where the contracting need submitted for verification or approval originated.

h) The Office of the Vice President of Talent and Administrative Management of GEB shall participate in the decision with voice and vote, as the tiebreaker.

Attendees: The following employees shall attend as guests with voice but no vote:

The Auditor General of GEB and the Compliance Director of GEB, or whoever acts on their behalf, who may attend if they consider it necessary and convenient for the exercise of their duties.

The Vice Presidents, Directors, and Managers who serve as the area of origin of the matters submitted for consideration by the Committee.

Technical Secretary: The GEB CSC Sourcing Manager shall participate in the deliberations and act as Technical Secretary of the Contracting Committee.

Absences: When any member is unable to attend a session, they must inform the Committee Secretary by any means no later than the business day prior to the respective session.

Presidency: The Committee member shall chair the meetings in the order indicated above, and so on successively, ensuring in all cases the quorum for decision-making and deliberation. The Committee may establish its own rules of procedure.

Chapter 4: Supplier and Contractor Management

Supplier management is a sub-process of the sourcing process that allows for the registration, categorization, and rating of suppliers; the clear identification of the goods, works, and/or services offered by them; the strengthening of supplier relationships; and the management of their performance and development evaluations, in such a way that it provides cross-cutting support to the phases of the sourcing model and ensures that suppliers reflect the Company's values and principles in their conduct.

The companies shall have an updated Supplier and Contractor Registry, which shall be managed directly by the Sourcing Management of the Corporate Synergies Center or by a third party contracted for that purpose.

To execute contracts, it shall be a requirement that the supplier is registered in the Supplier Registry. In the case of suppliers who express their intention not to be part of the Supplier Registry on a permanent basis, they may complete a basic registration, which shall be carried out with the minimum documentation determined by the Sourcing Management of the Corporate Synergies Center, allowing their creation as creditors, their association with contracts, and enabling the performance evaluation. In all cases, for payment purposes, contractors must be registered as creditors of the Company.

Those acting as contractors for the Company when the grounds for direct bid requests established in Subsections j, p, r, s, t, u, v, w, x of Item 5.2.1.1 are applied, as well as public entities and indigenous communities, shall be exempt from the Supplier Registry. Nevertheless, their basic registration shall be encouraged in order to have the necessary information to create them as creditors, associate them with contracts, and enable the performance evaluation where applicable.

The Group may consult databases or supplier registries of other public or private companies.

4.1. Functions and Applications of the Supplier and Contractor Registry

The Supplier and Contractor Registry shall have, among others, the following applications:

- a)** Register and maintain updated the suppliers in the Supplier and Contractor Registry.
- b)** Categorize suppliers once registered.
- c)** Manage the planning phase of the selection process, facilitating the search and identification of suppliers to execute the PACC and PPCC, streamlining their selection.



- d)** Review the qualifying requirements of registered and categorized suppliers (preselection) and keep them updated.
- e)** Permanently monitor suppliers registered on restricted lists in order to exclude them from the Registry.
- f)** Keep preselected suppliers available by category.
- g)** Permanently invite suppliers for registration, categorization, and preselection.
- h)** Coordinate the supplier performance evaluation as a weighting criterion in the selection stage.
- i)** Carry out monitoring and follow-up of contractors during the execution and completion phases.
- j)** Capture information, consolidate it, and prepare reports to support decision-making regarding the continuity of suppliers in the Supplier and Contractor Registry.
- k)** Carry out activities for supplier development according to their categorization and improve their performance through performance indicators (KPIs).

Entry into the Supplier and Contractor Registry shall occur either by invitation from the companies or at the request of the supplier and shall include authorization for the processing of personal data, the submission of certified information regarding existence and legal representation, general and specific experience, financial, tax, and payment documents, HSE information, among other aspects, the categorization, and the improvement of performance through performance indicators (KPIs).

4.2. Entry into the Supplier and Contractor Registry

In cases where the supplier is not a natural person, equivalent information shall be requested from its legal representatives and partners or shareholders, except for corporations listed on the stock exchange.

In cases of contracting carried out within the framework of the development of the sustainability and corporate responsibility policy, the requirements defined in the policy shall be included in the terms of reference.

Once received, the information provided by suppliers shall be verified and analyzed, including aspects of security, sustainability, and compliance in different databases. A supplier shall be considered registered when it has complied with the previously established requirements and has therefore been included in the Companies' Supplier List.

4.3. Categorization in the Supplier and Contractor Registry

A registered supplier whose general experience certifications have been validated and whose competence, compliance, and track record in specific services, works, or products have been approved shall be categorized. Entry into the Registry and categorization therein shall in no case create an automatic obligation for the Company to include or select the supplier in a contracting process.

4.4. Preselection and Proof of Qualifying Requirements

Preselected suppliers are those that, in order to be included in the Company's Supplier Registry, have demonstrated compliance with the qualifying requirements of legal capacity, general experience, financial capacity, among others.

The registration, categorization, and preselection of a supplier in the Supplier and Contractor Registry shall constitute sufficient proof of compliance with the qualifying requirements of legal capacity and the conditions of general experience, financial capacity, and organizational capacity. These may be subject to verification during the selection processes; however, these factors shall not be subject to scoring.

The documentary verification of the aforementioned conditions shall be carried out by the Sourcing Management and the Corporate Synergies Center, which shall ensure the traceability of updates for the processing of selection processes. Such traceability shall be developed in a systematic and automated manner.



4.5. Update to the Register and Supplier Availability

The Registry shall be kept updated and shall include a group of preselected suppliers according to the types of legal transactions entered into by the Company to execute the Annual and Multi-Year Contracting Plan.

The documentation provided by suppliers must be updated annually, including financial information, and/or at any time at the request of the supplier or according to the needs of the Companies. If the requirement is inaccurate, or if inaccuracy, alteration, or falsity is demonstrated in the documentation, this shall be sufficient grounds for exclusion from the Supplier and Contractor Registry. The Company shall file the corresponding complaints as applicable.

It shall be the obligation of registered suppliers to keep their information updated; therefore, they must report any developments that affect their contracting capacity.

4.6. Contractor Grading

The Supplier and Contractor Registry shall have mechanisms for grading contractors by the person responsible for execution control. Likewise, the grading of the Companies' contractors may be included as a weighting factor in the bids received within the selection processes or as a selection criterion in direct contracting.

Once the contractors have been graded, suppliers shall be segmented in order to differentiate the strategies for implementing development programs and closing gaps with suppliers, so that suppliers reflect the values and principles of the Companies in their conduct, using the methodology adopted for this purpose in the Supplier Monitoring and Control Procedure or any other procedure that may replace it.

Chapter 5: Stages of the Contractual Process

The stages of the contractual process include planning, selection, execution, and termination, as applicable, in compliance with this Manual.

5.1. Contracting Planning Stage

The Companies' contracting shall be based on proper planning that considers the efficient use of resources, which shall occur at two levels: a general level, associated with the preparation and approval of the PACC and PPCC, and a specific level, which develops each of the needs included therein, which must be the result of an analysis that determines its necessity and convenience, with the objective of defining the strategy that best aligns with the interests of the Companies.

5.1.1. Multi-Year Contracting and Purchasing Plan (PPCC)

Grupo Energía Bogotá shall advance in the strategic sourcing planning model, for which it shall establish, starting in 2022, a Multi-Year Contracting and Purchasing Plan with all the needs for works, goods, and services of the projects included in the maturity and value creation model, those with recurring needs, and those related to the maintenance and operation of assets.

For execution purposes, it shall be annualized in the PACC.

It may be reviewed or updated semiannually or as frequently as required by the CEO Committee, and its execution shall be monitored annually.

The approved PPCC, as well as its reviews and updates, must include analysis and change control by the Project Management Office (PMO).

5.1.2. Annual Contracting and Purchasing Plan (PACC)

The Companies shall prepare a PACC, which shall include the Companies' needs for works, goods, and/or services, which shall be approved by the CEO Committee or its equivalent in the subsidiaries. The inclusion of new needs, contractual additions, as well as amendments involving an increase in the value of the needs initially approved, shall require the same procedure.

The approved PACC must include budget analysis and feasibility validation by the Office of the Financial Vice Presidency or the department acting on its behalf in the subsidiaries and, in the case of project development, this



validation must be carried out by the Project Management Office (PMO) or the department acting on its behalf in the subsidiaries.

The PACC, once duly approved, constitutes the annual contracting schedule for the provision of works, goods and/or services required by the Companies.

Once approved by each subsidiary, the PACC will be sent to the Corporate Synergies Center, where it will be consolidated, grouped and analyzed to consolidate demand aggregation and generate economies of scale, maximizing the bargaining power of the Group and its subsidiaries.

The execution of the PACC will be measured and monitored by the management of the Corporate Synergies Center, who will report to the Director or Manager of Sourcing of each of the subsidiaries. The CEO Committee or its equivalent in the subsidiaries will be in charge of monitoring the timely execution and compliance with the PACC.

The PACC may be updated on a semi-annual basis when needs arise from new business opportunities or when, on an exceptional basis, an extraordinary meeting must be held to approve such update.

The PACC shall not include contracts that are not subject to prior planning, nor their amendments, such as:

- a)** The acquisition of goods offered in large-scale retail stores.
- b)** When there are reasons that imply confidentiality for security and/or business strategy.
- c)** Contracts or agreements that do not affect the expense budget because they lack value or are in-kind contributions.
- d)** Emergency contracts.
- e)** Registrations for events referred to in Subsection t) of Item 5.2.1.1.
- f)** Lease, exchange, sale, and other legal transactions that fall under the right of ownership.

5.1.3. Guarantee of Available Resources

For the processing of any legal transaction that commits the Companies' resources, there must be availability in the budget for the execution and payments to be made on charge of the ongoing term.

The PACC and PPCC, duly approved by the relevant body, constitutes the approval for the execution of the commitments included therein. In any case, the PACC and PPCC does not include items of commitments entered into in previous terms.

Additionally, in the case of multi-year contracts, the PACC and PPCC include the total estimated value of the contract, considering an estimate of the value of future commitments, but this value will depend on the degree of actual execution and possible amendments to the scope of the project, and will only be included at the budget level in the following term when the new budget approval process is completed.

The financial vice president, the area of origin, and the PMO or the area acting on its behalf in the subsidiaries shall guarantee that, during the preparation of the annual budget, the resources of contracts entered into with multi-year execution or whose execution has been postponed shall be included.

5.1.4. Analysis and Management of Contractual Risks

The contracting processes carried out within the Group must include a risk analysis, in compliance with the provisions of the Contractual Risks Manual, in order to manage and/or mitigate risks.

Likewise, the following aspects must be considered for the management of such risks:

Establish the context in which the Contracting Process and the execution of the contract derived from it are carried out.

- a) Identify and classify risks.
- b) Assess and rate the risks.
- c) Assign, assume, or transfer the risks.
- d) Monitor and review the management of the risks.



The requesting area, for each of its contractual needs, must carry out the corresponding risk analysis during the planning stage, which shall be validated in accordance with the provisions of the procedure, ensuring the establishment of the corresponding policies and guidelines.

5.1.5. Contractual Guarantees

The definition of the coverages, protections, insurable amounts, or amounts to be guaranteed, as well as the terms and conditions of the guarantees, shall be based on the analysis prepared by the area responsible for risks and/or insurance of the Company or whoever holds that responsibility, and on the commercial conditions of the insurance and/or financial market, as well as on the conditions of the market for the good and/or service to be contracted.

In any case, the compliance guarantee may be waived if total payment upon satisfactory receipt of the good or service has been agreed upon, or when so determined by the risks and/or insurance area or whoever acts on its behalf, following risk assessment, technical area justification, and sourcing area verification.

Likewise, guarantees may consist of: 1) Insurance policy, 2) Commercial trust guarantee, 3) Bank guarantee, or 4) Standby letter of credit, issued by an insurance company or banking entity, as applicable, recognized and legally authorized to operate in Colombia or in the country of each subsidiary. In the event that the COMPANY determines a type of guarantee other than the foregoing, the conditions and requirements of such guarantee shall be indicated in the Specific Clauses.

The terms of reference shall establish the minimum requirements and conditions for guarantors and guarantees.

5.1.6. Market Conditions Studies

This analysis offers tools to establish the context of the contracting process, identify some of the risks, determine enabling requirements, and the method for the assessment of bids. This scope must be proportional to the value of the contracting process, the nature of the object to be contract, the type of contract, and the identified risks.

For this purpose, any means that allows understanding how the goods, works, and/or services are traded in the market shall be used, including market intelligence, market surveys, quotations, RFIs, consultations of reference price databases, and comparable contracts for goods, works, and/or services executed by GEB or other companies or entities.

5.1.6.1. Market Study:

Analysis carried out through information gathering to estimate the budget value of the need in order to confirm that it is within market prices.

5.1.6.2. Market Intelligence:

Specialized study conducted by the Company, directly or through experts, to carry out actions aimed at reviewing and determining the structure, characteristics, or trends of the market for goods and/or services, as input for contractual planning to analyze technical and commercial matters, new technologies, potential scope, price, among others, and to identify the segments that represent the best opportunity, determine the selection modality, and understand the conditions related to the provision of goods and services and/or the identification of potential suppliers.

5.1.7. Specifications and Technical Documents

The requesting area must provide the technical information regarding the work, good, and/or service to be contracted and, in general, all technical specifications necessary to initiate the contracting process, according to the nature of the contract or when applicable, following the Company's models and procedures in the different disciplines involved in the technical scope of the contract.

The activities associated with infrastructure construction projects of each of the companies, given their specialized nature, may be managed simultaneously with the processing of licenses, environmental permits, land and social management, in order to ensure compliance with the entry into operation of the assets, which shall be addressed in the contract's risk analysis with the corresponding mitigation measures.



5.2. Supplier Selection Stage

Once the planning stage has been completed, the most suitable supplier shall be selected to meet the need documented in the Acquisition, Purchase, and Contracting Request.

This stage shall be initiated by the Sourcing Management, after verifying compliance with the requirements and documents necessary for contracting the work, good, and/or service.

The Company may use electronic commerce tools, such as electronic auctions, virtual bid boxes, marketplace, electronic catalogs, public or private virtual stores, among others, in order to optimize selection times and obtain the best market prices.

When the needs correspond to standard products and services, the Colombian Government's virtual store – Colombia Compra Eficiente – TVEC or similar platforms may be used, provided that it is deemed appropriate following a cost-benefit analysis (prices, products, administrative fees, timelines, etc.).

5.2.1. Selection Modalities

The Corporate Synergies Center shall select the contractor according to the following modalities:

- a) Direct Bid Request**
- b) Open Competitive Process**
- c) Closed Competitive Process**
- d) Electronic or In-Person Auction**

The foregoing is without prejudice to structuring other selection modalities, provided that competition, participation, and the application of the principles governing the contracting of Grupo Energía Bogotá in the selection of contractors are guaranteed, and with the approval of the CEO Committee.

5.2.1.1. Direct Bid Request

A modality through which Grupo Energía Bogotá shall directly contract the supplier, complying with all objective selection criteria, in the following events:



- a.** The contracting and acquisition of goods and/or services whose amounts are equal to or less than fifty thousand dollars (USD 50,000), calculated at the representative rate on the day the bid is formally requested.
- b.** The acquisition of goods and/or services that only one supplier can provide due to being the manufacturer, distributor, exclusive representative, or because it holds the intellectual property rights.
- c.** In the event that market intelligence reveals that there is only one supplier that can guarantee the satisfaction of the Company's needs. Market intelligence shall be sufficient grounds for contracting through a Direct Bid Request with the supplier identified therein.
- d.** Contracts for the execution of activities that may be entrusted to certain natural or legal persons, based on their technical qualifications, experience, and broad recognition in the market, duly justified.
- e.** The provision of professional services to the Company.
- f.** When there are reasons involving confidentiality for security and/or business strategy, which must be justified in writing by the Requesting Area and approved by the CEO Committee or the entity acting on its behalf in each subsidiary.
- g.** Contracts entered into within the framework of the sustainability and corporate social responsibility policy with natural or legal persons whose activities are carried out in a specific locality, municipality, or region within the areas of influence or interest of the Company, previously identified and validated by the Requesting Area. In the case of a community supplier, its constitutional and legal regime, as well as its social, economic, and cultural characteristics, shall be verified in such a manner that agreements and contracts can be entered into considering these particularities.
- h.** The conclusion of agreements with entities or organizations with or without a profit motive.



- i.** When no bids are submitted, or when those submitted in a competitive process do not meet the evaluation criteria or incur grounds for rejection.
- j.** The acquisition of a good and/or service for testing or trial purposes or when it involves the development of pilot innovation projects or projects that promote innovation itself, in order to evaluate the introduction of new technologies or to seek better alternatives, in accordance with the recommendations of the technical areas.
- k.** The expansion or renewal of plants or technological platforms with the manufacturer when it was the initial supplier.
- l.** When, as a result of the prequalification, there is only one bidder.
- m.** When it involves needs or activities considered strategic, as classified by the CEO Committee or its equivalent in the subsidiary.
- n.** Contracts entered into with Strategic Suppliers.
- o.** Advertising contracts, media plans, or, in general, contracts for the execution of dissemination and/or publicity activities.
- p.** When it involves inter-administrative agreements or contracts and any others entered into with public entities.
- q.** Contracts entered into to reestablish or guarantee the continuity of activities that were not completed under a previous contract, the termination of which was caused by total non-compliance by the contractor or by the occurrence of any termination condition attributable to the contractor, provided that the Requesting Area demonstrates and justifies that such measure aims to ensure the execution of the contracted object and to prevent the stoppage and/or interruption of the service and/or the start-up of the projects.
- r.** The acquisition of goods offered in Large-Scale Retail Stores, either physically or electronically.

- s.** Licenses or rights to use software when granted by the manufacturer, the holder of the patent or copyright, or the sole supplier authorized to grant the license or right of use.
- t.** Registrations through which the Company gives its employees access to participate in external events of a technical, academic, commercial, trade, or relationship nature, such as congresses, seminars, forums, fairs, meetings, or similar events.
- u.** Services under subscription modality.
- v.** Affiliation Contracts via which the Company acquires Rights and/or benefits for belonging to or being member of an organization, community, union, association or companies or industries, technological or intellectual organizations, social clubs, or any other group or association in which, once having met the established requirements, one becomes an affiliate or member.
- w.** In the case of the acquisition of goods and services for The Company's corporate events, communication and/or networking activities, directed at one or more of their stakeholders, including the Company's workers, provided that these arise in a way that it is not possible to include them in the institutional planning or schedule them in advance, in this case they shall proceed via the corresponding process.
- x.** Lease, loan for use, sale, and other legal transactions involving real property rights, in which the Company acts as lessee or lessor, lender or borrower, buyer or seller, other than projects associated with electrical power transmission infrastructure.
- y.** Emergency Contracting: Emergency is understood to be the occurrence of untimely events or those that represent imminent risks that can affect or endanger the provision of the public service. It shall require prior notice and authorization from the CEO and shall subsequently be justified in writing and reported to the CEO Committee no later than the meeting following the date of occurrence of the event, and it must be formalized as soon as possible.



z. When, due to the characteristics of the good and/or service to be contracted, the application of framework price agreements is appropriate, subject to prior approval by the Contracting Committee. Suppliers may be defined through market intelligence, which must include an analysis of suitability, experience, and commercial conditions.

Paragraph 1: In the case of Subsection T, it will be sufficient to attach the public call or notice of the event or the invitation to participate, along with a brief justification of the need, which determines the relationship between the program and the functions of the position, and confirmation of the availability of resources. For Subsections R, U, and V, in addition to having the necessary resources, it shall only be required to justify the need for contracting through a cost-benefit analysis, which must comply solely with the provisions of Items 5.1.3 and 5.1.7 of Chapter 5 of this manual. In the case of Subsection R, a record shall be made confirming the validation on the platforms that it complies with the best market conditions.

Paragraph 2: For the purposes of the direct contracting procedure referred to in Subsections H and P, the procedure, the persons responsible, and the approval bodies for the matters provided for in these items shall be defined within the framework of the Companies' Integrated Management System and shall be subject to legal control by the Legal Vice President of the Company or whoever acts on their behalf in each subsidiary.

Paragraph 3: For the purposes of Subsection J, the Vice Presidency of Business Management and Innovation – Innovation Management, or whoever acts on its behalf in the respective subsidiary, shall be responsible for certifying that the contracting to be carried out falls within the scope of the goods and services referred to in the subsection.

5.2.1.2. Closed Competitive Process

A modality of selection through which the Company shall send an invitation to a minimum of two (2) bidders so that, via the application of the objective assessment criteria additional to those indicated in the supplier register and the consideration of the previously determined technical-economical aspects, they select from them the most favorable offer for the Company.

This modality shall apply when the estimated amount of the contract to be entered into is greater than fifty thousand dollars (USD 50,000) and less than three million dollars (USD 3,000,000) including VAT, or the tax applicable under the legislation of each country for each subsidiary, and none of the events included in the list of Direct Bid Requests occur.

Regardless of the amount, this modality shall also apply in the following events, unless otherwise justified:

- a. When there is a list of prequalified bidders.
- b. As a result of the development of Market Intelligence that results in a limited group of suitable bidders to enter into the legal transaction.
- c. Contracting processes associated with the structuring of share issues or company valuations. Except in duly justified circumstances that warrant resorting to a Direct Bid Request.
- d. When there are technical and/or technological reasons classified as such by the CEO Committee, with prior justification from the originating area.
- e. When selecting Contractors to execute projects derived from open calls by the National Government or national or international calls or invitations for the construction and/or operation of assets related to the Company's corporate purpose, provided that there is no Strategic Supplier.

Paragraph: amounts in dollars shall be calculated at the representative exchange rate on the day the bid is formally requested.

5.2.1.3. Open Competitive Process

Selection modality through which the CSC will publish an invitation to contract for any interested third party. The contractor shall be selected via the application of the objective assessment criteria additional to those indicated in the supplier register, if so determined, and the consideration of the previously established technical-economical aspects. Once the foregoing has been reviewed, the most favorable proposal for the Companies will be selected from among all the bids received.



Regardless of the established contract amounts, this modality may be used for any contractor selection process.

The invitation and its addenda will be published on the GEB website and that of its subsidiaries.

5.2.1.4. Electronic and/or In-Person Auction

This consists of a dynamic price negotiation process for goods and/or services that is carried out either in person or online (using software or a technological platform) between preselected or prequalified suppliers. It shall apply regardless of the amount, provided it is used for the acquisition of standard goods or services with uniform technical characteristics or common use, or for the sale of movable or immovable assets. It may also be used as a selection mechanism for bidders in competitive processes.

5.2.2. Common Rules for Participation

In general, in calls for bids under any selection modality, the submission of a single bid within a contractor selection process shall not be grounds for discontinuing the process, unless this situation has been specifically contemplated in the terms of reference.

5.2.3. Exceptions to the Selection Modalities

The selection modalities established in this Manual shall not apply in the cases set forth below; however, these shall be governed, in addition to the rules of private law, by the applicable special legal provisions, the regime of disqualifications and incompatibilities established by law or defined by the policies and guidelines of GEB, the principle of planning, as well as the principles established in Item 4 of Title I of this Manual.

The procedure, the responsible parties, and the approval bodies for the matters set forth in this item shall be defined within the framework of the Companies' Integrated Management System and shall be subject to legal control by the Legal Vice President or whoever acts on their behalf in each subsidiary.

The monitoring, control, and oversight of compliance with the agreed obligations, taking into account, among other aspects, technical, administrative, financial,



legal, security, environmental, and human rights considerations, as applicable in each case, shall be the direct responsibility of the person performing contract supervision and oversight, as the case may be, without prejudice to the responsibility for control and due diligence that rests with the area that originated the contract.

Likewise, contractual files derived from exempt contracting must be registered, at the time of their execution, in the GEB's Single Contracting System and comply with document management guidelines to ensure the integrity and traceability of the contract.

- a.** Contracts subject to special regulations, such as loan agreements, credit operations and/or related or similar transactions.
- b.** Operating or commercial agreements in the capacity of carriers and the purchase of fuel or energy for operations.
- c.** Contracts with standard terms with residential public utility companies.
- d.** Contracting derived from fiduciary businesses, among others.
- e.** Contracts set forth in Articles 33 and 39 of Law 142 of 1994, Law 56 of 1981, contracts for the acquisition of real estate, leases, gratuitous loans, and trusts associated with electric power transmission infrastructure projects, and those established in special regulations or in those that supplement, amend, or add to them, and their applicable regulatory framework.
- f.** Donation contracts or agreements set forth in Article 36.2 of Law 142 of 1994.
- g.** Settlement agreements referred to in Articles 2469 and 2483 of the Civil Code.
- h.** Agreements entered into with partners or strategic partners to promote business development.



- i. Intercompany agreements between the companies that make up Grupo Energía Bogotá, in accordance with the policy on transactions with related parties or other applicable regulations.

The exceptions to the contract selection modalities set forth in this section shall apply to each subsidiary in accordance with the regulations in force in each country, if any, and subject to the conditions established herein.

5.2.4. Evaluation Criteria

The sole criterion for evaluating bids shall be the rules and terms established in the bid solicitation documents, such as additional qualifying requirements beyond those required for registration as a preselected supplier, and the precise weighting of economic factors, compliance with previous contracts, performance evaluations, technical capabilities, residual capacity for works contracts, among others.

The evaluation of bids shall be the responsibility of an Evaluation Committee or an External Evaluator, appointed in both cases by the Contracting Operating Committee. The person responsible for the evaluation shall establish the order of eligibility and recommend the award of the best bid received or the closure of the process.

5.2.5. Award

Once the recommendation of the Evaluation Committee or the External Evaluator has been received and approved by the competent Contracting Operating Committee, the selected bidder shall be notified and shall execute the contract under the terms established in the conditions of the process.

If the bidder does not attend the signing of the contract within the specified period, the second qualified bidder shall be called, and so on.

5.2.6. Closure of the Contractual Process Without Award

The Contracting Operating Committee may decide not to continue with the selection process at any stage, including in the following cases:

When no bids are submitted or when those received do not comply with the requirements or do not obtain the minimum score established by the Company in the requests for bids.

- a. When there is reasonable evidence that the transparency of the process has been compromised.
- b. When, based on profitability criteria, there is no alignment between the bids received and the sector studies carried out.
- c. For objective reasons of convenience, duly substantiated.

5.2.7. Negotiation and Selection of the Bidder

Once the evaluation has been completed, as a general rule, negotiation of more favorable economic conditions will be promoted, in accordance with the interests of the Company.

Prior to the negotiation process, the negotiation aspects and their limits shall be disclosed, in such a way that the essential conditions of the call for bids and the equality of bidders are respected.

The negotiation shall be promoted and conducted by the CSC Sourcing Management, with the support of the originating area of the process and the Legal Department, as well as the employees of the Companies deemed necessary.

When the selected bidder does not execute the contract or fails to meet the execution requirements to commence the respective contract, the CSC Contracting Committee may recommend that it be awarded to the bidder ranked next in the order of eligibility, and so on.

5.2.8. Materialization of the Company's Legal Transactions

Legal transactions in which the Company's agreements are formalized shall be in writing and must be identified and individualized unequivocally.

5.2.9. Framework Price Agreements

A contract entered into with several suppliers of the same good or service for a specified period of time. The framework price agreement may result from open competitive processes. It is a tool designed to aggregate demand,



coordinate, and optimize the value of the procurement of goods or services; it aims to generate economies of scale, increase bargaining power, expedite the fulfillment of recurring needs, reduce the number of contracting processes, and enable more flexible inventory management.

The Framework Price Agreement is a contract entered into with several suppliers of the same good or service for a specified period of time. It has no monetary value and contains at least the following:

- a)** The identification of the goods or services.
- b)** The budget allocated for the contracting of the Framework Price Agreement.
- c)** The maximum purchase price for each of the goods or services covered by the agreement.
- d)** The guarantees.
- e)** The maximum delivery period.

In the event that the contracting process results in a single awarded bidder, the respective contract shall be signed without prejudice to issuing new calls for bids in order to ensure plurality in the Framework Price Agreement.

These agreements are implemented through individual purchase orders for the acquisition of the goods or services provided for in the Framework Price Agreement, based on the best bid received in the quotation event (RFP – Request for Proposal) as agreed therein. There must be availability of funds, a defined value, and an execution term.

5.3. Joint Contractual Processes

The CSC Sourcing Management may initiate and carry out joint contracting processes, subject to the approval of the CSC Contracting Committee.

The result of the selection process shall be submitted for approval by the CSC Contracting Committee.

The selection modality shall be defined in accordance with the total value of the process and, depending on the strategy defined for the procurement, the contracts resulting from the joint contracting process may be executed independently, or a contract with global conditions may be signed, which shall apply to the subsidiaries involved in the goods or services contracted within the joint process. This shall be accompanied by specific contracts governing aspects such as the payment method, local billing requirements, among others.

Chapter 6: Requirements for the Completion and Execution of Legal Transactions Entered Into

The contract must be signed by the duly authorized parties and shall thereby be deemed perfected.

The supplier or contractor must sign the Sustainability Policy, the Code of Ethics, the Compliance Policy, the Anti-Corruption Policy, or any other applicable strategic document to ensure transparency and respect for human rights in their actions, or as defined by the legislation of each country.

Suppliers or contractors must sign the Sustainability Policy, the Diversity and Inclusion Policy, the Human Rights Policy, the Code of Ethics, the Compliance Policy, and the Anti-Corruption Policy, or any other applicable strategic document.

For execution, the constitution and approval of the guarantees are required in accordance with the requirements established in the conditions of the process that preceded the selection under the terms set forth therein, as well as compliance with the specific requirements of the contract.

The approval of guarantees shall be the responsibility of the area in charge of insurance at the Companies or whoever is responsible for such function. It must be recorded in writing in the body of the policy or guarantee, or electronically with an indication of the date on which it is issued.

Once the guarantee has been approved, the CSC Sourcing Management shall notify the person responsible for monitoring the execution of the contract of this fact, indicating the repository of all pre-contractual documents and the contract so that the execution of the agreement may begin.



Chapter 7: Contract Amendments

Contracts entered into by the Company may be amended during the execution period when circumstances justify it.

For amendments that increase the contract value, it must be demonstrated that the cost-benefit ratio of the original contract and prevailing market conditions are maintained, observing the following rules:

The Board of Directors of the Corporate or the body acting on its behalf shall authorize the addition of contracts exceeding 70,000 SMLV when such additions exceed 30% of the initially approved value. When authorization is granted by the Board of Directors for future amendments, the amendments made shall be reported, along with the conditions under which the authorization was issued.

For the subsidiaries of Grupo Energía Bogotá, the boards or management bodies shall authorize the amendment of contracts in accordance with their bylaws and internal regulations.

In the case of contracts that are exempt from the PACC and do not fall under the authority of the CEO Committee, they shall be approved by the CSC Contracting Operating Committee whenever the initial amount is exceeded.

When there is a plurality of bidders, competitive processes shall be encouraged unless there are well-founded reasons that extending and amending the contract in execution is more beneficial than initiating a new selection process.



A close-up photograph of several hands of different skin tones interlocking in a circle, symbolizing unity and teamwork. The background is a soft, out-of-focus blue.

Contract Execution Control for Contractual Oversight and Supervision



Grupo
Energía
Bogotá

***Together,
We Elevate
Lives***



TITLE 3

CONTRACT EXECUTION CONTROL FOR THE PURPOSES OF CONTRACT OVERSIGHT / SUPERVISION OF CONTRACT EXECUTION

Purpose

This document sets out the general guidelines that shall govern the control and monitoring of the execution, termination, and liquidation of contracts and agreements entered into by Grupo Energía Bogotá S.A. ESP and its subsidiaries.

The task of monitoring the execution of contracts or agreements shall consist of providing and ensuring everything necessary for the proper fulfillment of the obligations contained in the contractual documents, taking into account, among other things, the administrative, technical, financial, accounting, legal, occupational safety, environmental, human rights, and transparency aspects agreed upon in the contract or agreement to ensure its proper execution.

The monitoring task shall also address any contractual events that arise, promoting the signing of any documents necessary for such purposes.

All contracts or agreements entered into by the Companies shall have a supervisor or oversight agent, and their duties shall be governed by the manual adopted and the procedures developed thereunder.

Chapter 1: Special Definitions Applicable to the Control of Contract Execution for the Purposes of Oversight / Supervision of Contract Execution.

1.1. Final Delivery and Receipt Minutes. Document signed by the supervisor/ oversight agent and the contractor, certifying the satisfactory delivery and receipt of the contracted works, goods, or services.

1.2. Partial Delivery Minutes. Document signed by the oversight agent/ supervisor and the contractor, certifying the satisfactory receipt of the works, goods, or services for a stage or contractual milestone.



1.3. Commencement Minutes. Document signed by the oversight agent/supervisor and the contractor, through which the contract or agreement execution period begins.

1.4. Liquidation Minutes. Document signed between the oversight agent/supervisor and the contractor and approved by the employee authorized to enter into contracts, which formalizes the obligation to settle and contains the technical, financial, and legal balance of what has been executed, the agreements, claims, adjustments, acknowledgments, and other necessary transactions for the parties to declare themselves free and clear of the obligations derived from the contract or agreement.

1.5. Restart Minutes. Document signed between the oversight agent/supervisor and the contractor and approved by the employee authorized to enter into contracts, intended to restart the execution of the contract after the causes that led to the suspension have ceased.

1.6. Suspension Minutes. Document signed between the oversight agent/supervisor and the contractor and approved by the employee authorized to enter into contracts, intended to suspend contract execution, which states the reasons for such decision and establishes the obligations that, even while the contract is suspended, must continue to be fulfilled by the parties.

1.7. Preparatory Acts. Stage of contract execution in which the contractor must deliver the necessary documents to initiate the physical execution of the contract. The documents or requirements demanded of a contractor for completing this stage are defined in the respective contracting process. Among them are the following:

- a. Documents for the minimum personnel required to execute the contract.
- b. Work plan.
- c. Advance payment management plan.
- d. Definitive delivery schedules.
- e. Subcontractor documents.

This stage concludes with the approval of these documents by the oversight agent/supervisor, which enables the material commencement of the contract. Unjustified failure to meet the deadline set for completing this stage by the



contractor shall result in the imposition of the penalty clause, the financial penalty clause, or the termination of the contract for breach, along with the possibility of activating the guarantees that secure it.

1.8. Advance. This is a sum of money paid by the Companies to the contractor, intended to leverage or finance the execution of the contract. The advance is not incorporated into the contractor's assets and does not constitute payment for the work or tasks undertaken. The advance may be agreed up to 50% of the initial value of the contract. Its percentage will be determined in each case by the Area of Origin, in accordance with the characteristics of the work, good and/or service to be contracted.

1.9. Certification of Experience. Document signed by the supervisor, containing information related to the object, term and value executed, as well as the contractor's performance, in accordance with the score obtained in the evaluations carried out.

1.10. Performance Evaluation. Procedure carried out by the contract supervisor to assess the contractor's performance in relation to compliance with the obligations contracted upon signing the contract, in accordance with the administrative, technical, occupational safety and health, quality, social responsibility, and environmental criteria defined by the Companies.

1.11. Reimbursable Expenses. These correspond to expenses incurred by the contractor, charged to its own resources, subject to express agreement and authorization by the oversight agent/supervisor, intended for the development of certain activities or acquisitions that are ancillary or complementary to the object and scope of the contract, but which are required for its full development, for which the Companies agree to reimburse the contractor. In no case may the amount agreed for this item exceed 10% of the initial value of the contract. Tips, fees, gifts, or similar items may not be paid from reimbursable expenses.

1.12. Goods Entry Sheet. Document issued by the technological tool, through which the billing of a milestone, good or service is authorized, which has been received to the satisfaction of the supervisor in accordance with the contractual terms.

1.13. Breach. Contractual situation in which the contractor does not comply with its contractual obligations under the conditions of time, manner and place agreed in the contract.

1.14. Greater and Lesser Quantities of Work. Situation that arises in the execution of a contract, whose value was estimated based on the analysis of unit price and quantities of work, in which the quantities of work initially planned are exceeded or reduced. The analysis carried out in this regard must be recorded in minutes signed by the parties.

In contracts where this occurs, the supervisor must draw up minutes detailing the greater and lesser quantities of work presented and their cost. In the event that their cost exceeds the contracted value, a contractual addition must be agreed in advance to ensure that the COMPANIES have the necessary resources to pay the higher costs generated during the execution of the contract.

1.15. Direct Settlement Board. Mechanism whereby the parties to the contract present settlement proposals and may reach agreements to resolve conflicts that arise during the performance of the contract.

1.16. Advance Payment. Form of payment that may be agreed for the first partial payment of a contract.

1.17. Action Plan. Document submitted by the contractor, with the proposed commitments to correct a delay or partial breach in the execution of the contract, which has been identified by the supervisor/oversight agent. If the action plan presented does not result in the correction of the delay or breach, the respective sanctioning procedure agreed upon in the contract shall be initiated.

1.18. Unit Price Contract. Contract with an estimated value in which the final price will be the value resulting from the quantities actually executed at the agreed unit price.

1.19. Lump Sum Contract. Contract in which the contractor, in exchange for the services to which it commits, obtains as remuneration a fixed sum agreed upon, being solely responsible for hiring personnel, preparing subcontracts, and obtaining materials. The lump sum contract includes all direct and indirect costs incurred by the contractor for the execution of the work and, in principle, does not give rise to the recognition of additional works or greater quantities of work not provided for.



1.20. Adjustment. This is the update of the total value of the contract or of one or more items in order to recognize extrinsic or nominal situations affecting the price agreed upon in the contract. The adjustment allows the purchasing power of the currency to be maintained, so it does not imply greater remuneration for the contractor, but rather an update. The adjustment may consist of a formula or methodology agreed upon in the contract. To apply the adjustment, the respective record must be reflected in an Adjustment Minute signed by the oversight agent/supervisor and the contractor. The adjustment formula may be reviewed by the parties when it affects the equivalence of the provisions.

1.21. Claim. Request submitted by the contractor, through which the technical, legal, and economic grounds are set out that, in its opinion, give rise to the economic imbalance of the contract and which it requests to be recognized by the Companies. A claim shall also be submitted when, without affecting the contractual balance, works, items, services, or goods not initially provided for are executed or delivered, or when the passage of time or the circumstances of contractual execution or external causes generate additional costs to those initially provided for.

1.22. Term of the Contract. This is the execution term of the contract plus the term agreed for its liquidation.

Chapter 2: Adoption of the Guidelines for Contract Execution Oversight

The CEO of GEB shall adopt a manual for the oversight of the execution of the contracts entered into, which shall include at least the following aspects:


1. Special Definitions Applicable to the Control of Contract Execution for the Purposes of Oversight / Supervision of Contract Execution.
2. Rules to define the application of contract oversight through internal supervisors and external oversight agents, and the definition of support teams for supervision.
3. Definition of employees who may exercise the role of Supervisor.
4. Identification and management of Contractual Events.
5. Rules applicable to contractual non-compliance and application of penalty clauses.



6. Management and legal tools to address contractual disputes.
7. Termination and liquidation of contracts.
8. Management of oversight agents, supervisors, contractors, and suppliers regarding performance evaluation, training, and certifications.

The document adopted shall be submitted to the Board of Directors for its information and shall form an integral part of this manual.

This decision is hereby added as follows:



[Logo]
Grupo
Energía
Bogotá

CEO DECISION No. 017

Amendment of Chapter 3 Title 3 of the
Contracting and Execution Control
Manual of Grupo Energía Bogotá S.A.
ESP

SCOPE OF THE DECISION

Approve the amendment of Chapter 3 Title 3 of the Contracting and Execution Control Manual of Grupo Energía Bogotá S.A. ESP

BACKGROUND

1. In accordance with Item 9 of Article 66 of the Bylaws of Grupo Energía Bogotá S.A. ESP (hereinafter "the Company"), it is the function of the Board of Directors to approve the Company's Contracting Manual.
2. With the entry into operation of the Corporate Synergies Center in October 2022, it is necessary to update the Contracting and Execution Control Manual to encompass and regulate the contracting, sourcing, and oversight processes of the Corporate and its subsidiaries in a generalized manner.
3. Since the approval of the Contracting and Execution Control Manual on April 23, 2021, needs have arisen to streamline the sourcing and oversight process, making it necessary to amend certain aspects of the current manual.
4. The Contracting and Execution Control Manual must be amended to apply to the legislation of each of the subsidiaries that are part of Grupo Energía Bogotá. Likewise, it is necessary to standardize amounts and introduce the responsibilities assigned to the Corporate Synergies Center.
5. The Board of Directors, in Ordinary Session No. 1689 held on February 23, 2023, approved the amendment to the "Contracting Manual of GEB" and authorized the CEO to adjust the Contracting and Execution Control Manual within GEB and its subsidiaries.
6. Item 3 of Article 70 of the Company's Bylaws establishes that it is the CEO's duty to execute the decisions of the Board of Directors.
7. In accordance with the Board of Directors' approval, it is necessary to approve the amendment to the Manual for the execution control of GEB's contracts, in order to regulate the acquisition of goods, works, and/or



CEO DECISION No. 017

[Logo]
Grupo
Energía
Bogotá

Amendment of Chapter 3 Title 3 of the Contracting and Execution Control Manual of Grupo Energía Bogotá S.A. ESP

services, as well as the guidelines to be followed for proper contract execution.

8. The amendment to Title 3 of the Contracting and Execution Control Manual was presented at the meeting of the CEO Committee held on March 13, 2023, which, in exercise of Function 3 Item 5 of DP 008 of 2023, unanimously recommended its adoption by the CEO.

As a result, the CEO

DECIDES

1. To adopt the attached document, which shall correspond to Chapter 3 and the following chapters of Title 3 of the Contracting and Execution Control Manual of Grupo Energía Bogotá S.A. ESP, in accordance with the approval of the Board of Directors in its Ordinary Session No. 1689 of February 23, 2023.
2. To instruct the Oversight and Planning Management to carry out the necessary steps to disseminate the amendments to the Manual across all GEB departments and to provide training to those who are required to perform the role of contract supervisors and provide support services to supervision.

Likewise, this Management shall take the necessary steps to ensure that GEB's subsidiaries become aware of and implement the Manual, considering the particularities derived from their legal nature and other conditions related to their business activities and the services provided by the Corporate Synergies Center.

Effective Date and Transitional Regime. The attached document, which will constitute Title 3 of the Contracting And Execution Control Manual of Grupo Energía Bogotá S.A. ESP, adopted through this decision, will become effective two months after March 13, 2023, as of which date both CEO Decision No. 004 of June 30, 2021, through which Title II of the Contracting And Execution Control Manual of Grupo Energía Bogotá S.A. ESP was issued, and all others that may have amended it, will cease to be in force. However, contracts or agreements entered into during the validity of the aforementioned Manual and its amendments shall continue to be executed under the rules set forth therein.

CEO DECISION No. 017

[Logo]
Grupo
Energía
Bogotá

Amendment of Chapter 3 Title 3 of the Contracting and Execution Control Manual of Grupo Energía Bogotá S.A. ESP

Responsible for the Policy

Vice Presidency of Talent and Administrative Management

DOCUMENT CONTROL

	Name	Position	Department
Prepared by:	Maria Virginia Torres de Cistanchó	Vice Presidency of Talent and Administrative Management	Vice Presidency of Talent and Administrative Management
Reviewed by:	Nestor Fagua	Legal Vice President	Legal Vice Presidency
Approved by:	Juan Ricardo Ortega	CEO	CEO

VALIDITY

Prior Decision No.	Version Date	Type of Action	Reason for Update and Description of Latest Version
004	2021	Repeals	Amendment of Chapter 3 Title 3 of the Contracting and Execution Control Manual of Grupo Energía Bogotá S.A. ESP

Chapter 3: Contract Execution Oversight for the Exercise of Oversight/ Supervision of Contractual Execution

The contract execution oversight and the exercise of Supervision and Oversight shall be led by the Oversight Management Office. Likewise, this Office may recommend, accompany, and advise during the execution and liquidation stage of the contracts of any of the Company's subsidiaries when required.

3.1. Contract Oversight

This is the monitoring of the execution of different types of contracts, carried out by a natural or legal person contracted by the Company, which may determine whether the oversight, considering the complexity of the contract, will cover not only the technical aspect but also the administrative, financial, accounting, legal, occupational safety, environmental, and human rights aspects of a contract or agreement.

Oversight shall be performed by external natural or legal persons, when concluded as necessary based on the analysis of the level of complexity of the work, good, or service to be contracted, in compliance with the provisions of Item 4.2 of this manual. The oversight contract shall, in all cases, be supervised by a GEB employee responsible for monitoring compliance with the terms defined in the main contract and the oversight contract, as well as for verifying the proper application of payments and GEB's obligations with the contractor.

The oversight services contracted by the Company to represent its interests must monitor and control the execution of contracts or agreements in accordance with the obligations thereof and the applicable regulations.

The Oversight Agent shall be responsible for the administrative, financial, accounting, legal, occupational safety, environmental, and human rights monitoring of a contract. It shall be their responsibility to keep GEB informed of any contractual event that arises and must be managed to ensure proper compliance with contractual obligations and/or to avoid causing damage to GEB, in order to strengthen and generate an environment of trust between the Company and its contractors, with the aim of structuring long-term relationships that generate mutual benefits for the parties.



Under no circumstances may the natural or legal person who has been involved in determining the technical aspects, understood as specifications, designs, budgets, among others, perform oversight functions.

Likewise, the oversight function may be exercised by a contractor of Grupo Energía Bogotá or any of its subsidiaries, even with respect to contracts signed with a subsidiary other than the one that hires, in accordance with the provisions of the respective Oversight Contract.

3.2. Contract Supervision

This consists of the technical, administrative, financial, accounting, legal, occupational safety, environmental, and human rights monitoring, among others, of a contract or agreement, carried out by an employee of Grupo Energía Bogotá or any of its subsidiaries, when, upon analyzing the complexity of the contract to be supervised, it is concluded that such task can be undertaken by them. The designated person must monitor and control the execution of contracts or agreements in accordance with the obligations and applicable regulations.

Likewise, the supervision function may be performed by an employee of Grupo Energía Bogotá or any of its subsidiaries, even with respect to contracts signed with a subsidiary different from the one to which the supervisor belongs.

Employees of GEB may be appointed as supervisors under the following classification:

From the tactical or strategic level, considering criteria of fairness, responsibility, and risk associated with the job position of the person performing the supervision, in line with an adequate allocation of workload, with the aim of ensuring proper compliance with contractual obligations and/or avoiding harm to GEB, while fostering and generating an environment of trust that produces mutual benefits for the parties.

For contracts whose value does not exceed thirty thousand dollars (USD 30,000) and considering the complexity of the subject matter to be supervised, employees at least at the professional level may be appointed.

For contracts whose value exceeds thirty thousand dollars (USD 30,000) and does not exceed fifty thousand dollars (USD 50,000), considering the complexity of the subject matter to be supervised, employees at the advisor level 1 or 2 may be appointed.

3.3. General Obligations of Contract Oversight/Supervision

The obligations of oversight/supervision include, among others, the following: To know, understand, and comply with the guidelines established in this Manual.

To know the content of the contract or agreement over which oversight/supervision is exercised.

To verify that the goods, works, or services are supplied and the services are provided in compliance with the provisions of the contract or agreement.

Maintain confidentiality regarding information and documents derived from the execution of the contract or agreement.

3.4. Contract Management

Contract Management consists of carrying out all the necessary procedures within GEB to ensure that the contract has everything necessary for its execution and to keep the Company's Senior Management informed of any relevant aspects that may affect its compliance, value, risks, and other situations that may arise before, during, and after its execution. It involves managing existing contractual resources and mechanisms to resolve any difficulties that may arise, based on a strategic and results-oriented vision, anticipating risks, and making timely decisions to contain, mitigate, or resolve them.

Contract Management may be performed by the contract supervisor or by whoever is designated for this specific function. However, if the contract has an external oversight contracted, the contract management function may be performed by the person supervising the oversight contract or by whoever is appointed for this specific role.



The activity of managing the contract or agreement refers, among other tasks, to:

- a)** Coordinating, when required, with other areas or departments of the Company on critical matters that may jeopardize compliance with the objectives defined in the contract or agreement.
- b)** Managing with the leaders and persons responsible for other areas of the Company, according to their competencies, the services or supplies required for the control and proper execution of the contract or agreement, for which a reasonable time will be granted to obtain a response.
- c)** Monitoring possible risks associated with the activities planned in the execution of the contract or agreement, in order to define mitigation strategies to avoid impacting the proper development or execution of the activities planned in the contract or agreement.
- d)** Identifying opportunities or best practices when situations are detected that affect or may affect the normal execution of the contract or agreement, in order to establish the necessary corrective actions.
- e)** Identifying early warning signs of possible breaches in the execution of the contract or agreement, in order to prevent the suspension, stoppage, or early termination thereof.
- f)** Guaranteeing contractors due process when situations of breach of the contract or agreement arise.

3.5. Support for Contract Supervision

When supervision is assigned to a GEB employee, and depending on its complexity, that person may have a support team to assist with the administrative, financial, accounting, legal, occupational safety, and environmental aspects of a contract. Such support may be required within the same department or from another department when assistance is needed for a specific task to ensure proper monitoring of the execution of the contract.

Likewise, the appointment of a support team may be requested, considering the complexity of the contract or agreement, for which the supervisor must

demonstrate that support is needed to handle specialized matters that are directly related to the contract and go beyond the supervisor's training and experience.

In special cases, upon justification by the requesting area and in accordance with the scope of the contracted object, support for supervision may be provided by another subsidiary.

In any case, support or advice for decision-making may be requested from the various departments of GEB whenever the functions of those departments are strictly related to the matter to be decided.

3.6. Responsibility of Oversight Agents/Supervisors

When a contract causes damage or harm to GEB and there is evidence of willful misconduct or gross negligence by action or omission on the part of the oversight agent or supervisor in fulfilling their obligations, they shall be held civilly, fiscally, criminally, and disciplinarily liable, both for breaches of the obligations arising from the oversight contract and for the execution of the contracts over which they have exercised or are exercising oversight/supervision functions.

In any case, for contracts that have a support team, responsibility shall rest with the appointed oversight agent/supervisor.

3.7. Premises for the Interpretation of Contracts

All contracts entered into by the Company shall be deemed to incorporate the laws in force at the time of execution, except as otherwise provided by law.

In the interpretation of contracts, consideration shall be given to the common and actual intention of the parties, as expressed in the invitation to submit a bid and in the bid submitted and accepted by the Company, as well as the circumstances surrounding the formation of the legal transaction, in addition to the literal meaning of the words. The rules set forth in the Civil Code and related regulations, along with those applicable to each type of contract, shall also apply. Substantive considerations shall prevail over formalities, without prejudice to compliance with the applicable corporate governance bodies.



Based on the premises outlined herein, the parties may define the interpretation of their intent by means of memoranda of understanding. When such memoranda entail amendments to the contract, their approval must be submitted to the relevant corporate governance bodies.

Memoranda of understanding may only be signed by the person authorized to contract, subject to prior legal review.

3.8. Management of the Oversight Agent/Supervisor During Contract Execution

The oversight agent/supervisor shall monitor and control the execution of the contract or agreement with respect to the management tasks set out below.

3.8.1. Administrative Management

This includes activities aimed at managing the execution of the contract or agreement and verifying compliance with procedures, due diligence, and document management. The obligations arising from this management are:

- a)** To be familiar with the documents from the pre-contractual stage in order to understand the need for and justification of the contract.
- b)** Verify and approve the existence of the technical conditions necessary to begin the execution of the contract, such as plans, designs, licenses, permits, authorizations, studies, calculations, specifications, among others, when applicable.
- c)** Verify that the documentation contained in the contract or agreement folder is complete in accordance with the checklist established for this purpose, and ensure that the supporting documents are provided in a timely manner, in accordance with the relevant document retention tables.
- d)** Provide the contractor with the information required to comply with the contract or agreement.
- e)** Verify that the guarantees or policies of the contract or agreement are duly approved prior to the execution of the contract.
- f)** Sign the Minutes of Commencement in compliance with the execution requirements established in the contract or agreement.

- g)** Require the update of guarantees or policies in accordance with the Minutes of Commencement or in line with amendments, suspensions, or developments in the contract or agreement, and submit them for approval.
- h)** Monitor the obligations related to the execution of the object and scope of the contract or agreement, which includes, but is not limited to, verifying compliance with the quality standards, personnel, and equipment offered under the conditions approved by the Company.
- i)** Receive and require from the contractor, to its satisfaction, both the reports and the other deliverables established in the contract or agreement.
- j)** Carry out the procedures associated with the amendment of contracts within the deadlines established by the Sourcing and Services Department or whoever acts on its behalf.
- k)** Attend to, process, or resolve any queries made by the contractor for the proper execution of the contract or agreement with due diligence, ensuring that follow-up and control are carried out on the correspondence generated by the contractor during the execution of the contract, so that the requirements submitted are answered and addressed in a timely manner.
- l)** Require the information it deems necessary, recommend what it deems appropriate, and contribute to the best execution of the contract, and, in general, adopt measures that promote the optimal execution of the contracted object, without this meaning a modification of the contract conditions, the scope of the object, the execution period, or its value.
- m)** Keep a written record of all actions taken. Orders and instructions issued are mandatory, provided they are in accordance with the contract.
- n)** Suggest the measures deemed necessary for the best execution of the contracted object.
- o)** Inform the Authorized Party of any circumstances that may jeopardize the execution of the contract.



- p)** Receive the correspondence sent by the contractor and process it as appropriate, in accordance with current regulations and internal procedures.
- q)** Ensure that relations with the contractor and the management of the oversight/supervision are conducted in writing and are duly documented.
- r)** Attend field visits, audits, socialization meetings, and any others that are necessary depending on the criticality of the contract or agreement, where applicable.
- s)** Monitor the milestones, execution period, and validity of the contracts or agreements under your charge, as well as other related documents such as guarantees, policies, amendments, and suspensions of the contract or agreement, among others.
- t)** Upload to the technological tools provided by THE COMPANY the documents generated during the execution and completion stages of the contract or agreement, as well as forward to the Sourcing Department the documents that must be part of the contract file, as established in the document management system. For the processing of the signing of the Final Delivery or Liquidation Minutes, it shall be mandatory to have complete and updated information on the contract or agreement, in accordance with the relevant document retention tables.
- u)** Prepare and sign the Final Delivery Minutes within the agreed execution period, certifying satisfactory receipt of the goods, work, or services covered by the Contract or Agreement, or indicating any deficiencies observed therein.
- v)** Participate in direct settlement meetings, when the contract provides for this mechanism or a similar one as a conflict resolution mechanism, reviewing the arguments presented by the contractor and providing the explanations or responses deemed relevant and necessary to address the contractor's requests. Based on the outcome of the meetings or once the analysis of the contractor's requests or claims has been concluded, it shall issue a report, which shall serve as support for the decision taken by the Authorized Party to Contract and/or the Committee on Judicial or

Extrajudicial Matters, when the analysis concludes with a finding that requires the approval of this collegiate body.

- w)** Carry out all procedures and prepare the required documents for the liquidation of the contracts or agreements under its responsibility within their term of validity.
- x)** Review the validity of the guarantees covering the risks that must be covered after the termination of the contract or agreement, in accordance with the agreement between the parties and, if applicable, require their extension or update from the contractor as a requirement for signing the Settlement Minutes, and request the approval of such adjustments from the relevant area.
- y)** Prepare, at the termination stage, the Certificate of Experience and Development of the contract or agreement, indicating, among other things, the contract or agreement number, contractual object, execution period, date of the Minutes of Commencement, value executed, and performance of the contractor.
- z)** Carry out the contractor's performance evaluation in a timely manner through the technological tool defined for this purpose, in accordance with the instructions established for this purpose.
- aa)** Use the formats established in the Company's Integrated Management System to carry out oversight/supervision tasks.

3.8.2. Technical Management

This includes activities aimed at decision-making, monitoring, and receiving technical deliverables in the execution of the contract or agreement. The obligations arising from this management are:

- a)** Submit requests for amendment, suspension, restart, termination, or breach of contract, with technical support and the respective justification containing the reasons and feasibility of the contractual event to be processed.
- b)** Process in a timely manner before the competent Committee, in accordance with the provisions of the Company's Contracting Manual,



the amendment of the contract when the execution of greater quantities or additional items than those initially provided for in the contract or agreement is required, and which imply an increase in its value, submitting the respective justification containing the reasons and feasibility of the amendment of the contract or agreement.

c) Sign in a timely manner with the contractor, with the approval of the head of the area or project, the Minutes of Greater and Lesser Quantities than those initially provided for in the contract or agreement, provided that this does not imply adding to the value of the contract.

d) Provide the contractor with all the information and/or technical specifications necessary for the execution of the contract, keeping the respective record of current documents, where applicable.

e) Ensure and demand compliance with the standards, technical specifications, and manufacturing procedures and/or construction plans, as established in the contract or agreement.

f) Verify and demand that the contract or agreement is executed within the established term and with the established values, as well as verify progress in accordance with the approved schedule, if applicable.

g) Carry out measurements of the quantities of work executed, verify the deliveries of the goods or the performance of the contracted services, which shall be recorded in the Partial Delivery Minutes or Final Delivery Minutes of the respective contract or agreement.

h) Verify that the profiles of the work team comply with the conditions required in the contract or agreement. Request the replacement of personnel when they do not meet the profile, functions, or dedication established in the contract.

i) Process the access requests for personnel and equipment of the contractor or external persons to the Company's facilities in the execution of the object of the contract or agreement.

j) Verify, when applicable, compliance with the biosafety protocols required by the applicable regulations.



- k)** Coordinate the delivery to the Company of the equipment and items supplied or acquired under the contract or agreement; likewise, verify with the area in charge of the Company's assets the receipt of the same, checking their condition and quantity.
- l)** Receive all services, works, goods, and/or items delivered by the contractor within the agreed execution term, verifying that their quantity and quality are in accordance with what is required in the contract; approve them and declare them received to satisfaction, request corrections, make observations, recommendations, and requests for clarification, if applicable. This receipt to satisfaction shall be issued through the Partial or Final Delivery Minutes.
- m)** Verify, during the execution of the contract, the quality of the goods, calibration of equipment, and condition of the tools used in the work and, if applicable, request from the contractor any quality tests deemed necessary to establish and assess their proper functioning.
- n)** Constantly control and inspect the quality of the execution of the contract, the equipment, materials, goods, services, or supplies, and order the relevant technical adjustments.
- o)** Require the contractor to comply when the goods, works, or services are not executed in accordance with the contract, the work schedule, or when there is evidence of partial or late non-compliance in the execution of the scope of the contracted object.
- p)** Submit the reports requested regarding the execution of the contract or agreement by the immediate supervisor, the Authorized to Contract, the Company's President, or internal or external audits through the corresponding area, on the status of the contract or agreement, when required.

3.8.3. Financial Management

This includes activities aimed at managing payments, budgets, and adjustments to the contract value. The obligations arising from this management are:



- a)** Ensure the correct budget execution of the contract or agreement.
- b)** Document the payments and adjustments made to the contract and control its budget balance for payment and settlement purposes.
- c)** Approve the advance investment plan, verify compliance with the conditions for its disbursement, particularly if the handling of the advance was agreed through a trust or other instrument, as well as its total amortization. Verification of amortization involves confirming that the funds have been allocated to the items provided in the investment plan and requesting the yields generated, if applicable. In the event that anomalies are detected, the Authorized to Contract and the Insurance Management shall be informed in order to enforce the guarantee of proper handling and correct investment of the advance, as well as the applicable contractual clauses.
- d)** Approve and manage, in accordance with THE COMPANY's procedures and the provisions of the contract or agreement, the payment of reimbursable expenses, ensuring that they have been processed in accordance with the procedure established for this purpose.
- e)** Verify compliance by the contractor and, as a requirement for the corresponding payments of invoices or billing statements, compliance with the conditions stipulated in the contract or agreement.
- f)** Verify compliance by the contractor and, as a requirement for the corresponding payments of invoices or billing statements, payment of contributions to the General Social Security System for health, pension, occupational risks, and parafiscal contributions, which shall be evidenced through a certificate issued by the Statutory Auditor, when applicable, or by the Registered Agent, in accordance with the provisions of Article 50 of Law 789 of 2002, or the regulations that supplement, modify, or add to it.
- g)** Review the invoices or equivalent billing statements submitted by the contractor within the period established in the procedure of the financial area or by whoever acts on its behalf. If errors or inconsistencies are found, the oversight agent/supervisor shall return the invoice or equivalent billing statement to the contractor within 3 days following its filing with the Company.



- h)** Verify that the amount of reimbursable expenses approved by the corresponding body is not exceeded and that the procedure for payment of such expenses is complied with, in accordance with the procedure established for this purpose.
- i)** Manage and Ensure that the corresponding insurer or banking entity is informed in a timely manner of any amendment introduced to the contract or agreement, or any activity or requirement that could affect its normal execution.
- j)** Request from the accounting area, at the conclusion of the contract, the accounting statement and/or the report of payments and deductions made to the contractor.
- k)** Prepare the Final Delivery Minutes, the settlement, or the early termination minutes, including the financial closure and the declaration of release from the obligations arising from the contract or agreement.
- l)** Sign the price adjustment minutes and carry out the procedures for the adjustment of the internal order, when this mechanism has been agreed upon in the contract.
- m)** Send the draft of the Final Delivery Minutes, settlement, or early termination to the contractor.
- n)** Summon the contractor to a meeting in the event of receiving objections to the draft Final Delivery Minutes or settlement. In the event that the contractor does not appear at the meeting set for the purpose of determining the Final Delivery Minutes or the settlement of the contract or agreement, or that there is no consensus on the same, the draft shall be deemed approved under the agreed terms.
- o)** Review the term of the guarantees covering the risks to be covered during execution and after the termination of the contract or agreement, in accordance with the agreement between the parties and, if applicable, require their extension or update from the contractor as a requirement for signing the settlement.



3.8.4. Legal Management

- a)** The obligations arising from this management are:
- b)** Verify compliance with the rights and obligations of the parties.
- c)** Issue justification regarding the feasibility of amendments, suspensions, early terminations, or extensions of the execution period or the term of the contract for its settlement.
- d)** Manage in a timely manner, within the execution period and before the respective authorities, requests for amendments to the contract or agreement, in accordance with the provisions of the Company's Contracting Manual, and after exhausting the procedure established for this purpose.
- e)** Observe and comply with the applicable legal provisions and the Company's Contracting and Oversight Manual.
- f)** Issue justification regarding the feasibility of amendments, suspensions, early terminations, or extensions of the settlement period of the contract or agreement.
- g)** Sign the Minutes of Commencement of contracts or agreements with the contractor, verifying that any necessary adjustments are made to the contractual guarantees and to the requirements or documents required within the framework of the contractual relationship for the commencement of the execution of the activities of the contract or agreement.
- h)** Manage in a timely manner, within the execution period and before the respective authorities, requests for amendments to the contract or agreement, in accordance with the provisions of the Company's Contracting Manual, and after review by the Requester.
- i)** Sign the Minutes of Suspension or Resumption of contracts or agreements, verifying that any necessary adjustments are made to the contractual guarantees and agreeing on the effects thereof within the framework of the contractual relationship.



- j)** Sign the Final Delivery Minutes or settlement of the contracts or agreements with the contractor and the Authorized to Contract, verifying that any necessary adjustments are made to the contractual guarantees and agreeing on the effects thereof within the framework of the contractual relationship.
- k)** Identify and record in the Final Delivery Minutes or settlement of the contracts or agreements any possible damages caused during the execution of the contract by the contractor, including those that may be recovered through the enforcement of contractual guarantees, for which purpose it shall inform the Insurance Management and identify any damages that exceed the contracted coverage, for which purpose it shall inform the Legal Management to carry out the respective review and initiate legal actions, if applicable.
- l)** In the event of non-compliance or claims by the contractor, the oversight agent/supervisor shall take into account the provisions set forth below, as well as those established in the instructions and/or procedures in place for this purpose:
- m)** The oversight agent/supervisor shall require in writing that the contractor comply with its contractual obligations in the event of partial or total delays, under penalty of applying the sanctions agreed upon in the contract.
- n)** For the handling of contractual claims, the oversight agent/supervisor shall exhaust the procedures provided for in the contract or agreement.
- o)** The oversight agent/supervisor shall inform the Authorized to Contract in a timely manner of any delays or breaches that may give rise to the application of penalties, as established in the contract or agreement.
- p)** The Authorized to Contract shall formally intervene with the contractor, the insurance company, internal departments, or third parties, as required.



- q)** Finally, they must ensure compliance by THE CONTRACTOR with the policies and guidelines of THE COMPANY, in particular the Code of Ethics.
- r)** Report any supervening event of disqualification or incompatibility provided for by law or conflict of interest, in accordance with the GEB Code of Ethics and Corporate Governance.
- s)** Report in a timely manner on any situations that affect the proper execution of the contract so that they can be resolved as soon as possible, avoiding unjustified delays or postponements that affect the execution of the contract.

3.8.5. Sustainable Development Management

This includes activities aimed at monitoring the environmental and human rights obligations established in the contract or agreement, which are:

- a)** Monitor compliance with the environmental obligations established in the contract or agreement or derived therefrom.
- b)** Ensure compliance with or monitor compliance with environmental management plans, environmental permits, and/or environmental licenses, with the support of the competent area, when applicable as agreed in the respective contract or agreement.
- c)** Strive to guarantee plans for engagement with the communities located in the area of influence where the contract or agreement is executed, in accordance with the Company's sustainability and human rights policy.
- d)** Ensure that the contractor acts in coordination with the environmental authorities or national institutions in order to guarantee favorable conditions for the execution of the contract or agreement, when applicable as agreed in the respective contract or agreement.



- e) Facilitate the necessary procedures for the proper processing of licenses and permits required under the contract or agreement entered into by THE COMPANY.
- f) Monitor the execution and compliance with labor, industrial safety, occupational health, social, and environmental standards, as well as internal standards and procedures related to the execution of the contract or agreement.
- g) Review and approve the human rights and HSEE risk assessment before starting any activity and implement the corresponding control measures, in accordance with the guidelines of the Sustainable Development Department.
- h) Monitor compliance with THE COMPANY's HSEE Manual in force.

Chapter 4: Determination and Appointment of Oversight Agents / Supervisors

4.1. Determination

The oversight agent/supervisor is the Company's representative to ensure that the contract is fulfilled in terms of the agreed time, manner, and place. Therefore, their powers are limited to those expressly permitted by the contract or agreement and by this Manual, which shall form an integral part of the contracts entered into and must be disclosed to future contractors from the selection stage.

From the moment the need for a selection process or direct contracting is determined, the Area of Origin must define whether contract monitoring will be performed by a supervisor or an oversight agent.

4.2. Complexity Matrix

The Complexity Matrix is a tool that contains the criteria for determining the need and feasibility of assigning the responsibility for monitoring and control to a GEB employee or whether it requires contracting a natural or legal person external to GEB.



Likewise, the profiles of GEB employees who, as part of the assessment, are potential supervisors capable of fully performing this function shall be assessed and defined.

To make such a decision, it is necessary to complete the Complexity Matrix adopted by GEB for this purpose, which must include at least the following criteria:

- a)** Value of the contract.
- b)** Execution period.
- c)** Place of execution of the contract and geographical dispersion.
- d)** Technical complexity of the contractual object.
- e)** Number of personnel required to execute the contract.
- f)** The need to monitor social and/or environmental obligations, among others.
- g)** Reimbursable expenses.
- h)** Advance.
- i)** Complexity of monitoring obligations related to occupational health and safety.

In the event that a contract is to be monitored by a supervisor, it must be verified that the employee has the suitability and experience to adequately perform the supervisory functions.

In cases where the contract is of medium complexity, an oversight agent must be hired, unless the Area of Origin requests the Committee that authorizes contracting to assign a supervisor to the contract, which must be duly supported with technical, legal, administrative, and budgetary arguments. The Committee may either reject or accept such request as it deems appropriate. In all cases in which the Committee authorizes the assignment of a supervisor for contracts of medium complexity, a support team must be appointed in accordance with the established procedure.



4.3. Appointment and Reassignment of a Supervisor or Contracting of an Oversight Agent

- The appointment of the supervision shall be made in the contract or by means of a written or electronic document signed by the person authorized to contract.
- The notification of the appointment shall be carried out by sending the communication to the supervisor through the information system provided by GEB or by email.
- If the appointed supervisor becomes aware of a situation that gives rise to an impediment or conflict of interest, which may affect the proper monitoring and oversight of the contract, it shall be reported to the Oversight Management for the necessary steps to be taken to resolve the situation or to promote the replacement of the designated supervisor before the person authorized to contract.
- The notification of the appointment of the supervision shall be made once the contract or agreement is signed.
- A collaborator from any company of Grupo Energía Bogotá may be appointed as supervisor, provided that an agreement is previously signed between the company providing the collaborator and the company receiving the services.
- Changes of supervisor may be made through a new appointment recorded in a written communication. The outgoing supervisor must deliver the administrative file of the contract up to date, including the contractor's evaluations, as well as a detailed report on the status of contract execution. Failure to comply with this obligation may give rise to disciplinary, fiscal, and/or criminal actions as appropriate.
- The contracts for oversight agents must have the same duration as the term of the contract subject to execution control, so that it covers the entire execution and the term established for settlement. Therefore, when



managing an extension to the contract under oversight, the oversight contract must also be extended.

- The Area of Origin, headed by the Manager, Director, or Vice President, may expressly request the non-extension of the oversight agent's contract. This request must be fully justified and shall require the approval of the corresponding Contracting Committee.
- When the supervisor is permanently or temporarily absent due to vacations, leaves of absence, calamities, suspensions, disabilities, permits, or any other situation that prevents the oversight agent of the contract or agreement from continuing with their work, it shall be understood that such work is under the responsibility of the hierarchical superior of the person who was designated as supervisor, who shall directly assume the corresponding activities or appoint a new supervisor to take over, or until the oversight agent/supervisor of the contract or agreement returns. The Authorized to Contract shall have the authority to appoint a new supervisor in such events.

4.4. Prohibitions of the Supervisor or Oversight Agent

Notwithstanding the provisions regulating disqualifications, incompatibilities, and impediments, pursuant to the Law and the Company's Contracting Manual, as well as conflicts of interest in accordance with the Company's Code of Corporate Governance, which may affect the objective and impartial exercise of oversight, the following prohibitions shall be observed:

- a. Amending the contract or suggesting agreements that lead to amendments without following the established procedure, to request works, services, or goods that exceed what was contracted.
- b. Recommending personnel to the contractor for incorporation into its work team.
- c. Requesting amendments, additions, suspensions, or contractual assignments without first reviewing whether they are necessary, aligned with market values, and sufficient to fulfill the purpose and contractual obligations.



- d. Requesting contractor personnel to support activities other than those derived from the contractual obligations.
- e. Endorsing, permitting, or omitting any action that may violate, endanger, or constitute a violation of human rights.

4.5. Rules for Appointing a Supervisor Due to Absence or Permanent Change

For the appointment of a new supervisor for a contract or agreement due to absence or permanent change, the following aspects must be considered:

- a) The new appointment shall be made through the technological tool provided by THE COMPANY and in accordance with the formalities established in the contract.
- b) The outgoing and incoming supervisors must sign minutes indicating the technical, administrative, financial, accounting, legal, occupational safety, environmental, and social status of the contract or agreement.
- c) The outgoing supervisor must formally and physically deliver to the newly appointed supervisor all documents and information related to the contract or agreement, which shall be a prerequisite for the approval of vacations, permits, clearances, or functional transfers within the Company.
- d) In the case of resignation of the employee who was performing the supervisory duties, they must deliver the administrative file in an orderly manner and fully compliant with the document management system. This shall be a prerequisite for the acceptance of the resignation.
- e) In the event that the contract is left without a supervisor for any reason, the immediate superior of the person who performed such function shall be responsible for the supervisory duties until another employee is appointed to perform the supervision.



Chapter 5: Contractual Events

Contractual events are situations that arise during the execution of the contract, which require formal action by the contracting party. Among others, the following are considered:

5.1. Suspension

The execution of the contract is temporarily interrupted by mutual agreement due to force majeure, fortuitous event, reasons of public interest, or circumstances beyond the contractor's responsibility, ensuring in any case that compliance with the principles of the public function is not affected.

For this purpose, a reasoned minute shall be signed by the contractor and the supervisor and/or oversight agent, stating the reasons supporting the suspension, the term or condition deemed necessary to overcome the contingency, the statements that the parties consider relevant regarding the suspension, and the effects that it generates on the fulfillment of obligations and the contractual term.

The parties may partially suspend contracts, provided that the obligations are divisible. In addition to what is stated in the suspension minute, it must specify which obligations are subject to suspension. In cases of partial suspension, the general execution term of the contract shall not be interrupted.

When the suspension affects the general execution term of the contract, the suspension period shall not be counted as part of it when expressly agreed. In such cases, it shall be understood that the contractual term is automatically extended by the same period that the contract remained suspended.

When the suspension is subject to a condition and such condition is met, the resumption shall be formalized by means of a minute signed by the parties, expressly indicating that the condition has been met and specifying the new contract execution end date.

In cases where the suspension is subject to a specific term, once such term is met, the contract execution shall resume without the need for a formal resumption minute between the parties.

When the suspension of the contract occurs de facto due to force majeure or fortuitous event and the parties are unable to timely sign the corresponding document, they shall record the fact and submit documents demonstrating when the circumstances that prevented the execution of the contract occurred, either at the time of signing the suspension minute or the resumption minute.

During the contract suspension, the contractual guarantees must remain valid and may not be amended to reduce or suspend their scope or term.

5.2. Resumption

Resumption is understood as the continuation of the execution of the contract once the term and/or condition set forth in the suspension minute has been fulfilled.

The parties may, by mutual agreement, resume the contracts, provided that the causes that gave rise to the suspension have been overcome and it is possible to continue the execution of the object, scope, and obligations agreed upon in the contract or agreement.

This situation shall be formalized by means of a minute signed by the parties in compliance with GEB's internal procedure.

Upon resumption of the contract, the guarantees shall be extended if applicable.

It shall not be necessary to sign a resumption minute when the suspension minute establishes the date on which the contract will be resumed.

5.3. Assignment

Assignment is the transfer of the contractor's rights and obligations to a third party so that the latter continues the execution of the contract under the same conditions agreed upon.

Assignments must have the prior, express, and written authorization of the relevant Sourcing Committee, based on the recommendation and justification of the supervisor and/or oversight agent of the contract.

The assignment must be requested by the contractor and authorized by THE COMPANY, unless the assignment is initiated by THE COMPANY. Authorization of the assignment shall be preceded by technical and legal



analysis regarding the assignee's suitability and experience requirements. The assignee must have the same or better qualifications than the assignor, which shall be documented by the supervisor and/or oversight agent in the assignment request.

The assignment shall be effective with respect to the assignor from the moment of notification thereto, following a contract amendment documenting the assignment, duly signed by the parties.

The assignment of economic rights without change in contractual position shall not require a contract amendment unless the contract establishes a condition that must be modified.

The assignment of the contract entails the assignment or establishment of new guarantees, except in the case of assignment of economic rights without a change in contractual position.

5.4. Contract Amendments

The assessment of the opportunity, advisability, and requirements for the amendment must be approved by the Contracting Committee, according to its competencies.

Contracts entered into by the Company may be amended as follows:

- a) Amendment of Execution Term – Extension:** When the amendment refers to the execution term, it requires justification of the circumstances that warrant it.
- b) Amendment of Value – Addition:** It must be duly justified and demonstrate that the cost-benefit ratio of the original contract and market conditions are maintained, where applicable.
- c) Other Amendment.** Amendment to the contract clauses to clarify or replace an existing stipulation or to agree on a new one.
- d) Amendment of the Object:** This shall be exceptional in nature and may not affect the nature of the contract initially executed nor violate the principle of equal treatment of participants in the selection process.



- e) Contract amendments must be signed by the person authorized to contract and by the contractor. Additions may only be signed when the contractor obtains a rating of good or higher in its performance evaluation.

5.5. Contractual Payments

Payments shall be authorized by the supervisors or oversight agents of the contracts or agreements, in accordance with the agreed payment terms, provided that the contractor or associate complies with the obligations or activities, and the Company receives the goods, works, or services invoiced to its satisfaction.

This procedure must be followed in accordance with the internal guidelines and comply with all the documentation required for proper processing.

It must be considered whether the partial or final delivery minutes are required, as well as the deliverables or reports for the processing of payment when the contract so requires.

5.6. Major and Minor Quantities of Work

The execution of major or minor quantities of work shall be defined in accordance with the items agreed in the contract when unforeseen situations arise that require changing the conditions initially agreed upon.

The signing of the major and minor quantities of work minutes must be in writing and must bear the signature of the oversight agent or supervisor of the contract and a representative of the contractor.

In the event of an agreement for items not initially foreseen, it shall be necessary to complete the market conditions review process and execute a contract amendment to enable its contractual execution.

If the major quantities of work result in an increase in the contract value, an amendment must be processed to increase the contract value by the corresponding amount.



5.7. Reports

The reports or deliverables agreed upon in the contract or agreement certify the execution of the object and the obligations and, consequently, compliance therewith. Such reports must be reviewed and approved by the oversight agent or supervisor, and if inconsistencies are identified, these must be reported so that the applicable measures may be taken. Therefore, the reports are part of the supporting documentation for contract monitoring, allowing determination of whether there is any non-compliance by the contractor.

Chapter 6: Contractual Breach

6.1. Contractual Breach

This refers to the difference between the contracted object or obligations and their actual execution by the contractor, whose immediate effect is the dissatisfaction of THE COMPANY's interest regarding the contracted object or any of the agreed obligations.

Breach may be total if, upon the contract's termination date, the agreed obligations have not been fulfilled, particularly those related to transparency or respect for human rights, or partial if, during the execution term, the agreed deadlines for deliverables are not met, or if the agreed milestones are breached.

The management of contractual breach in the subsidiaries may be supported by the Oversight Management Office of Grupo Energía Bogotá.

6.2. Serious Breach

This refers to a breach of such magnitude that it affects the usefulness, purpose, interest, result, or benefit that motivated the execution of the contract and that can reasonably be evidenced as not being overcome under the agreed conditions.

The breach shall give rise to the penalty clause of enforcement and to the pecuniary penalty clause. To this end, the procedure established for this purpose by GEB shall be applied.

Contractors in a situation of total breach may not contract with GEB within 2 years from the date of termination of the breached contract.

6.3. Arrears Management

Arrears generated in the contracts must be identified and managed by the supervisors and oversight agents, through official notices, requests for action plans, and, when necessary, the application of the procedure established for this purpose.

This management shall be carried out with the support of the Oversight Management Office, the Legal Management Office, and the Insurance Management Office, which must be aware of the development of the contract in order to timely take the measures required in the process.

6.4. Penalty Clause for Enforcement

The parties to the contract may agree that, in the event of delay and/or partial breach of the obligations established in this Contract, THE COMPANY shall initiate the procedure to enforce the respective penalty.

This provision seeks to compel the contractor to comply with its obligations and, therefore, applies during the execution period of the contract. The breach events are classified as follows:

Breach of any of the obligations assumed under the contract by the contractor, other than those associated with the work or delivery schedule.

The contractor shall pay the Company the agreed amount for each day that the breach or delay persists, up to a maximum of forty-five (45) days.

Breach of the work schedule: in the event of breach of the general term of the contract or the deadlines established in the schedule or delivery program, the contractor shall pay the Company the agreed amount for each day of delay until the breach ceases.



6.5. Pecuniary Penalty Clause

The parties agree that, in the event of total or partial breach of the obligations under this contract by the contractor, the contractor shall pay the Company, as a pecuniary penalty clause, the agreed percentage of the total value of the contract.

The foregoing is without prejudice to the Company's right to claim full compensation for the damage caused to the extent that it exceeds the amount of the penalty clause, or to demand fulfillment of the main obligation. The Company may deduct the amount of the penalty clause established in this clause from any amount owed or demand it from the contractor.

6.6. Claim on the Policies

The policies shall be claimed as a result of a contractual breach, which shall be managed with the support and supervision of the Insurance Management Office or whoever acts in its stead, and the Legal Management Office if necessary. The amount applied shall be the one contractually established.

Chapter 7: Contractual Disputes

7.1. Claims

Request submitted by a contractor seeking recognition of works, services, or goods executed in excess that have not been considered within the terms of the contract or its amendments, or arising from cost overruns that generate an economic imbalance due to reasons unrelated to its proper performance and management.

The amounts claimed or alleged as imbalance must be unequivocally supported and proven by the contractor.

To address it, the Company may set up a direct settlement table with the contractor or resort to any of the Alternative Dispute Resolution Mechanisms, ADR.

The management of claims carried out in the subsidiaries may be accompanied by the Oversight Management Office of Grupo Energía Bogotá.



7.2. Direct Settlement Mechanism

Direct settlement is the mechanism used by GEB through which negotiation meetings are held with the contractors, and pre-agreements are defined regarding the claims submitted, identifying the items that may or may not be recognized based on the existence of all the evidence, documentation, and arguments that support the economic recognition.

This mechanism must include the participation of GEB's Oversight and Planning Management as the negotiation moderator, the contract supervisor/oversight agent, a representative of GEB's Legal Vice Presidency, and technical advisors from GEB or external experts, along with the contractor or the person designated by the contractor, duly authorized and with decision-making capacity.

The contract supervisor/oversight agent shall be responsible for consolidating the documents, including attendance lists, meeting minutes, reports, and negotiation records, which will subsequently be used to present the claimed and accepted items to the Judicial and Extrajudicial Affairs Committee for its corresponding approval or rejection.

Within the framework of direct settlement, technical boards may be established to analyze the parties' positions from a technical perspective and, where applicable, reach a technical consensus regarding the claim.

7.3. Settlement Agreement as a Dispute Resolution Mechanism

The settlement agreement is a contract in which the parties, through mutual concessions, extrajudicially resolve a pending dispute or prevent a potential dispute.

The amounts recognized in the settlement agreement imply the existence of financial resources for payment and, therefore, must be previously validated by the Financial Department or whoever performs this role.

The settlement agreement is the document used to legally formalize the resolution of a claim and serves as the basis for processing the payment of the amount defined during the direct settlement meetings, subject to approval by GEB's Judicial and Extrajudicial Affairs Committee.



Chapter 8: Termination and Liquidation of Contracts

8.1. Termination of the Contract

Contracts are terminated upon expiration of the agreed term and liquidation shall proceed in cases of successive performance, those contracts whose execution or compliance is prolonged in time, and in those of instantaneous execution whenever acknowledgments must be made or claims resolved or not must be recorded.

Liquidation shall be carried out within 12 months after the termination of the execution term of the contract.

In contracts that do not require liquidation, the receipt or compliance to satisfaction of the consideration agreed upon in the object shall be recorded by the supervisor/oversight agent.

The termination of contracts may occur for the following reasons:

8.1.1. Expiration of the agreed execution term or materialization of condition

This occurs when the agreed execution time elapses without having been extended prior to its expiration or when the contractually established condition is materialized.

8.1.2. Early Termination by Mutual Agreement

Early termination is executed through a document signed by the authorized party to contract, the supervisor/oversight agent, and the contractor, whereby the contract or agreement is mutually terminated before the fulfillment of the agreed execution term.

In this case, it must be determined and recorded whether the termination results in a loss for the company that should be charged to the compliance policy.

8.1.3. Unilateral Termination

Unilateral termination is executed through a document signed by the authorized party to contract and the supervisor/oversight agent. It applies in cases where the company decides to terminate the contract based on one of the grounds indicated in the contract's extinction clause, subject to due process.

8.2. Liquidation of the Contracts

Liquidation is the procedure through which, once the contract is concluded, a legal, technical, economic, and accounting balance is carried out in which the parties reconcile their reciprocal obligations to declare themselves in good standing for all purposes.

The liquidation shall only incorporate matters related to the provisions derived from the contract and its execution. In the liquidation document, the obligations and rights held by and in favor of the parties resulting from the contract execution must be stated. The liquidation may indicate the status of compliance with obligations and also include obligations that arise for the parties as a result of the liquidation itself. Thus, the liquidation must account for any acknowledgments and adjustments derived from the execution of the contract, as well as agreements, settlements, and transactions reached by the parties to resolve their differences and declare themselves in good standing.

The purpose of the liquidation is to determine whether the parties can declare themselves mutually in good standing or whether there are obligations to be fulfilled and the manner in which they must be fulfilled. For this reason, liquidation only proceeds subsequent to the termination of the contract execution and may conclude with:

The signing of the liquidation minutes, which may be total or contain reservations;
A document stating that it was not possible to reach an agreement on the content; or
A document stating that the Contractor did not appear following the notice or notification.

Bilateral liquidation implies an agreement between the Company and the Contractor regarding the final balance of the contract, and the corresponding minutes constitute a legal, definitive, and binding agreement between the parties.



If the Contractor remains silent for more than 30 calendar days from the date the document is sent for signature—without presenting objections to the liquidation minutes or signing them—this shall be interpreted as tacit consent and shall be understood as the Contractor having signed the respective liquidation minutes of the contract.

Contracts valued at less than fifty thousand US dollars (USD 50,000) and contracts of instantaneous execution shall be exempt from liquidation.

Chapter 9: Management of Oversight Agents, Supervisors, Contractors, and Suppliers

9.1. Performance Assessments and Contractual Certifications

Performance assessments shall be carried out using the tool provided by the Company for that purpose, in accordance with the terms established in the instructions or procedures adopted for this purpose. These assessments form part of the supporting documentation that evidences the contractor's compliance during the execution stage and will be decisive for decisions regarding amendments and future contracting with the same contractor.

9.2. Training for GEB Oversight Agents and Supervisors

Oversight agents or supervisors shall be trained on matters applicable to the execution of the contracts or agreements for which they are responsible. They will also have ongoing support from internal and external advisors for technical, legal, and administrative matters related to the execution and closure stages of the sourcing model.

9.3. Lessons Learned

Lessons learned are used as a methodology to identify the causes of situations that have affected the proper development of GEB's processes during the execution and termination stages. The purpose is to develop and implement measures that correct and improve procedures, contracts, risk matrices, and any aspect of the contractual processes or future contracts.

The lessons learned will lead to the creation of a preventive policy on unlawful damages, which will be adopted by the Judicial and Extrajudicial Matters Committee and widely disseminated throughout the Company in order to establish corrective measures on the contracting risk map.



REPEALING PROVISION

This Contracting and Execution Control Manual was presented and approved at Ordinary Session No. 1689 of the Board of Directors on February 23, 2023. Chapter 3 of Title 3, in accordance with the authority granted to the CEO of GEB, was approved at the CEO Committee meeting on March 13, 2023, and adopted by CEO Decision No. 017 of 2023, titled “Amendment to Chapter 3, Title 3 of the Contracting and Execution Control Manual of Grupo Energía Bogotá S.A. ESP,” which fully repealed Decision No. 04 of 2021.



Final Provisions



Grupo
Energía
Bogotá

***Together,
We Elevate
Lives***

TITLE 4

FINAL PROVISIONS

4.1. Transition

The Board of Directors authorizes the CEO, with prior approval from the CEO Committee, to make amendments to the CSC Contracting Manual within six (6) months, in order to implement the necessary adjustments to meet the needs identified during the execution and application of the Manual for contracting by subsidiaries. All amendments made must be reported to the Board of Directors at the session following the incorporation of the respective changes.

Selection processes and contracts in progress on the date this Manual enters into force shall remain subject to the regulations in effect at the time of their initiation.

Likewise, oversight agents appointed under the regulations being amended shall continue exercising control over the execution of the contracts under their responsibility until the completion of those contracts, unless a different decision is made following prior analysis.

This Contracting and Execution Control Manual shall enter into force two (2) months after its approval by the Board of Directors and the CEO Committee, once the following elements have been completed:

1. Adjustments to the sourcing process with its respective sub-processes and procedures in the management system.
2. Adjustments to the structure and strengthening of the Sourcing Management to ensure controls are established and knowledge transfer to the Company's employees is managed.
3. Adoption of the manual for contract execution control by the CEO of GEB.
4. Adjustment of the roles of the job positions involved in the process.



5. Standardization of contractual documents.
6. Configuration of systems and applications, execution of developments, and automation of contractual documents.
7. Any other activities required for the proper execution of this document, including adjustments or adoption of policies related to transparency, sustainability, ethics, risk, and others.

The Company shall have a term of six (6) months to develop the aspects referred to in items 5 and 7 and ten (10) months for item 6.

The provisions of this Manual shall be interpreted in an integral and systematic manner, in accordance with the rules of the Commercial Code and the Civil Code, as well as with the rules governing the execution of special legal transactions. Case law, legal doctrine, and the general principles of law are auxiliary criteria for the interpretation and execution of this Manual.

The development and execution of the Contracting and Execution Control Manual shall only be carried out through the procedures adopted for the development of the Contracting Process and its subprocesses.

4.2. Applicable Framework

The Company may enter into any type of legal transaction derived from the autonomy of the will of the parties, in accordance with the rules of the Civil Code, the Commercial Code, and the provisions that develop them, as well as those set forth in this Manual and in special provisions applicable to Grupo Energía Bogotá.

Contracts entered into or executed abroad may be governed by the law of the country agreed upon by the parties.

4.3. Repealing Provision

This Contracting and Execution Control Manual was presented and approved at Ordinary Session No. 1689 of the Board of Directors on February 23, 2023. Chapter 3 of Title 3, in accordance with the authority granted to the CEO of

GEB, was approved at the CEO Committee meeting on March 13, 2023 and adopted through CEO Decision No. 017 of 2023, “Amendment to Chapter 3, Title 3 of the Contracting and Execution Control Manual of Grupo Energía Bogotá S.A. ESP”, which fully repealed Decision 04 of 2021.

Version No.	Version Date	Document Approval Record	Reason for Update
1	05/06/2016	CEO Decision 0000039 of 2016	The document is created, and the Contracting Manual of Empresa de Energía de Bogotá S.A. ESP is adopted.
2	09/02/2019	CEO Decision 0004 of 2019	The Contracting Manual is amended to adapt it to the vision of the Company's Strategic Sourcing Model, particularly regarding its policies and regulations.
3	2021	CEO Decision 004 of 2021	The Contracting and Execution Control Manuals are amended and integrated, considering that both are stages of the Contracting Process.
4	2023	Approved by the Board of Directors at Ordinary Session No. 1689 on February 23, 2023 and through CEO Decision 017 of 2023	The Contracting and Execution Control Manuals are amended as an update and execution of the Synergies Project, Corporate Synergies Center.
5	2023	Approved by the Board of Directors at Ordinary Session No. 1693 on May 25, 2023	The Contracting Manual is amended due to form adjustments.



	Name	Position	Department
Prepared by:	Virginia Torres de Cristancho Roberto Amor Olaya Diana Carolina Grandas Rojas Amny Nataly Forero Niño Carlos Duran Camacho	Vice President of Talent and Administrative Management. Acting Sourcing Director Advisor to the Vice Presidency of Talent and Administrative Management. Acting CSC Sourcing Manager Acting Oversight Manager	Vice Presidency of Talent and Administrative Management.
Reviewed by:	Virginia Torres de Cristancho Néstor Fagua Liliana Pérez Uribe	Vice President of Talent and Administrative Management. Legal Vice President Legal Director GEB	Legal Department
Approved by	Juan Ricardo Ortega	GEB CEO Board of Directors of GEB	Sourcing and Services Management

Form OGE-PRO-004-F-002 GEB Manual Version 01 belongs to the procedure OGE-PRO-004 Creation, Update, or Elimination of Documents



Grupo
Energía
Bogotá

*Together,
We Elevate
Lives*

Follow us at:

www.grupoenergiabogota.com



@GrupoEnergiaBogota



@GrupoEnergiaBogota



@GrupoEnergiaBog



Grupo Energía Bogotá



Grupo Energía Bogotá