



TGI
GrupoEnergíaBogotá



Contracting and Execution Control Manual





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General Dispositions

Contracting and Execution Control Manual

Disposiciones **Generales**

*Manual de Contratación y
Control de Ejecución*

TITLE 1

GENERAL PROVISIONS

1. Objective

This Contracting and Execution Control Manual (the "Manual") is a management instrument whose main purpose is to support the fulfillment of TGI S.A. E.S.P.'s mission (the "Company"), under a process management approach to obtain the desired results effectively.

In this sense, it is understood that the Company's contracting process is executed through 4 main sub-processes, namely, planning, selection, execution, and termination (or liquidation), without detriment to regular consequential sub-processes such as supplier management.

Its purpose is to regulate the contracting of works, goods, and/or services required by the Company, to define the performance parameters that guide it as a contractor, and that must be complied with by the individuals, legal entities, or any type of association with which the Company contracts, as well as to establish the general principles of the Company's contractual activity.

When TGI acts as a contractor in the development of its corporate purpose, it will not be subject to the selection modalities established herein without detriment of complying with the principles that guide this Contracting and Execution Control Manual, its legal and constitutional budgets, the technical and financial analysis that support the respective business, as well as justifications, risk analysis and other actions and records that allow determining the traceability of the action taken. In any case, the appropriate procedures will be adopted within the framework of the Company's Integrated Management System and will be subject to legal control by the Legal and Supply Vice-Presidency.

2. Scope

This Manual contains the general rules and principles that regulate TGI's contracting through diverse or innovative legal business that, in the development of its corporate purpose, must be entered into. Likewise, it establishes the way to exercise control over the execution of contracts (auditing-supervision) and general aspects of the management of the contractual activity and its connection with TGI's Supply Policy.





The Legal and Supply Vice-Presidency will be responsible for determining the processes and sub-processes that must be documented in detail through procedures to develop this manual without modifying its essence and philosophy, respecting the principles herein.

The procedures thus adopted will have associated instructions and guides, among others, that allow systematizing and automating the process, reducing risks, managing needs, and having timely information for adequate control and reporting.

Likewise, Chapter I of Title II of Law 142 of 1994, as well as all the regulations that develop and/or modify it, are integrated into this manual.

3. Regulations

The Company may enter into all types of contracts in accordance with the rules of the Colombian Political Constitution, the Civil Code, the Code of Commerce, the provisions of this Manual, and the special provisions applicable due to the nature of the Company or its corporate purpose.

Contracts entered into or to be performed abroad may be governed by the regulations of the country agreed upon by the parties.

4. Principles

The contracting of the Company shall be guided by the principles of public service and fiscal management, as outlined in Articles 209 and 267 of the 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 any case, the Company's contracting shall respect human rights enshrined in the Colombian Political Constitution and in international treaties, covenants, and agreements that are part of the constitutional block. These principles apply to the Company as well as to its suppliers and contractors.

5. Authorized to Contract

The President of the Company has the power to enter into contracts, in accordance with Article 59, paragraph 1 of the Company's Bylaws, and shall be subject to the powers established therein to act and commit the Company.



The President shall sign the Company's contracts and may authorize, in whole or in part, the execution, performance, liquidation, and, in general, carry out any activity concerning the contracts governed by this Manual, in accordance with the following amounts:

In the Vice Presidents, Sustainable Development Manager, Talent Management Manager, or whoever may act in their stead, this power is restricted to contracts inherent to their area or the area in which they are in charge, up to the amount of 70,000 minimum monthly legal salaries.

In the Supply Manager for areas that report directly to the Presidency concerning contracts inherent to these areas, up to the amount of 10,000 minimum monthly legal salaries.

In the temporary or definitive absence of the Authorized to Contract, the President shall sign the contracts and, in his absence, the alternate legal representatives following the provisions of the bylaws. Temporary absence shall be understood as the period of vacations, incapacities, licenses, or permits.

In the temporary or definitive absence of any of the Vice Presidents or Managers Authorized to Contract, the authority shall be exercised by the Supply Manager up to the amount of 10,000 minimum monthly legal salaries.

The power to enter into contracts may not be transferred using a general power of attorney to levels other than those authorized herein. In exceptional cases, the President may grant special powers when contracts will be signed in another part of the country, abroad, or in the absence of alternate legal representatives.

Those empowered to enter into, execute, liquidate, and, in general, carry out any activity concerning the contracts governed by this Manual shall submit a semiannual report on the activities carried out in the exercise of the powers granted.

6. Incompatibilities, Disqualifications, and Conflicts of Interest

In the contracts entered into by the Company, the regime of disqualifications and incompatibilities provided by law and the regulations on conflicts of interest established in the Code of Ethics, in the Conflict of Interest Management Policy, and other internal provisions developed by the Company in this regard shall be applied. The Company's contractors and suppliers shall be obliged to subscribe to the adherence to said documents at the time of contracting, except for duly substantiated reasons, and to act following the principles set forth therein.

Contracting

Contracting and Execution Control Manual

Contratación

*Manual de Contratación y
Control de Ejecución*



TGI
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TITLE 2

CONTRACTING

Chapter I - Supply Model

TGI strengthens its operation through 6 business models, Project Maturity and Value Creation, Supplying, Sustainability, Integrated Risk Management, Control Architecture, Information Security and Privacy, and other GEB models adopted by TGI.

Strategic Supplying is the process that is composed of supply chain management decisions to create distinctive value to achieve competitive advantage¹.

1.1. TGI's supplying model

The Company has a supply model composed mainly of four (4) phases of a contractual nature. Thus, TGI's supply is composed of:

Planning: identification of needs and suppliers.

Selection: implementation of the contractor selection strategy.

Execution: performance of the contractual object.

Termination: completion, liquidation, and qualification of the contractor's management.



¹ Sollish & Semanik (2011).

The management of the Supply Process is led by the Supply Management and the Contractual Affairs Department of the Legal and Supply Vice-Presidency or the areas that take their place.



1.2. Contract management in the supply model

In the Company, contracts are the means to coordinate and integrate relationships and business processes within the supply model or supply chain¹ components. This means that the management of these must be developed in a rational, ethical, and objective manner, ensuring free concurrence, competition, democratization, and respect for human rights, to contribute to the fulfillment of the objectives set in TGI's Corporate Strategic Plan.

In this way, contract management, as a mechanism for the coordination and integration of TGI's Supply Policy, will be developed with the support of technological tools that allow the interaction of stakeholders, monitoring, control, measurement, and reporting.

The legal transactions that develop the Supply Model shall have the appropriate form that embodies the autonomy of the will of the parties, taking into account the essential elements of the legal transaction as regards its formation, type, perfection, and applicable legal regime.

1.3. Human rights policy

Respect for human rights, prevention of violations, and mitigation of potential adverse impacts are priorities for the Company. In this regard, the Company is guided by the Colombian constitutional and legal framework, and that applicable to its subsidiaries, as well as the United Nations Universal Declaration of Human Rights and the various treaties, covenants, and agreements that are part of the Constitutional Block, particularly those related to decent working conditions, protection of the environment, respect for diversity and equality, respect for the legitimate monopoly of the State's power, and prioritization of life and dignity.

Thus, the Company categorically rejects forced, illegal, or abusive labor, underage or slave labor in its own operations and contracting, or that of third parties that work for the Company in its operations and contracting.

The Company is committed to acting following the strictest environmental, safety, and health standards in line with its Life First value and expects its contractors and suppliers to apply these same standards.

The company does not discriminate or tolerate discrimination or harassment based on gender, local custom, race, creed, religion, sexual orientation, gender identity, disability, skin color, nationality, ethnic origin, social group,

¹ Delgado et al.2015; Hohn, 2010; Ribas & Companys, 2007; Vives,2011.



socioeconomic status, political affiliation, or opinion, and will take account of compliance with this policy by its contractors or suppliers.

We are a violence-free company. Unwanted, insulting, or offensive actions or comments, threats, physical injury, or intentional damage to persons or property have no place in the Company and will not be tolerated from its contractors or suppliers.

In any case, contracts related to the security of the Company's assets or persons shall strictly adhere to the applicable legal, constitutional, and institutional framework and shall respect and guarantee the State's monopoly on the use of force.

For any contracting with the Company, natural or legal persons must attach their Human Rights and Sustainability Policy, if applicable.

In any case, they shall subscribe to the Company's Sustainability and Human Rights Policy as an integral part of the Contract and undertake to respect it. The evidence of its violation shall constitute grounds for unilateral and justified termination of any contractual relationship with the Company and exclusion from the register of suppliers after due process has been exhausted.

1.4. Anti-corruption commitment

TGI is committed to conducting all of its business activities following the highest legal and ethical standards and expects its employees and others acting on its behalf to maintain this commitment. Bribery, kickbacks, or corruption of any kind, whether directly or through Third Parties, whether or not explicitly prohibited by this commitment or by law, will not be tolerated.

Chapter II: Definitions

The definitions contained in this Manual, the scope, meaning, interpretation, and effects of acronyms, words, or terms shall be as defined herein. In the absence of a definition, those commonly accepted within the framework of the discipline or contexts used, unless a different interpretation or effects are expressly established for a specific subject.

2.1. Supply: Process aimed at satisfying the needs related to the contracting of works, goods, and/or services for the Company.

2.2. Acceptance of Offer: Unilateral legal act of the addressee of an offer, the main effect of which is to express acceptance of the offer irrevocably.



2.3. Strategic Partner: Individuals, legal entities, or any type of association with which strategic agreements are signed to promote business strategies.

2.4. Department stores: Large stores specialized in the mass marketing of products, with a large physical structure for customer service and direct sales to the public, with branches in the country's main cities.

2.5. Requesting Area: The Vice-Presidency, Management, Directorate, or equivalent area responsible for evidencing, planning, and structuring the technical aspects of the contracting need.

2.6. Authorized to Contract: The President of the Company, following Article 59, paragraph 1 of the Company's Bylaws, or the collaborator empowered by the President to contract under the limits established in the respective power of attorney.

2.7. Residual Contracting Capacity: Residual Capacity is the aptitude of a contractor to timely and fully comply with the object of a work contract without its other contractual commitments affecting its ability to respond to the contract that is the object of the Contracting Process. The formula to evaluate the residual capacity will be established in the terms of reference of the process for those contracts in which its inclusion is considered.

2.8. Needs Categorization: It is the classification scheme through which works, goods, and/or services contracted by TGI are grouped.

2.9. Contract: An act by which one party undertakes to another to give, to do, or not to do something. Each party may be one or many persons (Article 1495 Civil Code).

2.10. Agreement: Agreement in which promotion, collaboration, aid, or assistance activities prevail, in which each party makes contributions to join efforts in developing common causes related to its object. It may also be referred to as agreements and/or covenants, among others.

2.11. Contractor: Natural or legal person or any associative figure with whom a legal business is entered into.

2.12. Evaluation Committee: Collaborators previously appointed or third parties hired to carry out the legal, financial, and/or technical-economic evaluation of the offers submitted in a selection process.



2.13. Average Supplier Performance Evaluation: This is the weighted average of the evaluations of executed contracts obtained by the supplier as a contractor in a given period.

2.14. Supply Position Matrix or Strategic Supply Matrix: Methodology used to classify works, goods, and/or services acquired by the Company according to the following criteria: volume of expenditure, supply risk, and impact on operations. The works, goods, and/or services are grouped under this methodology into four categories, namely: critical, bottleneck, leverage, or routine.

2.15. Marketplace: Electronic catalog system provided by a supplier for online procurement of goods or services under a Business to Business (B2B) purchasing model.

2.16. Legal Business: Declaration or agreement of wills between two or more parties that intend to achieve an effect consisting of the acquisition, modification, or extinction of a right.

2.17. Offeror: Individual natural or legal person or any associative figure which submits an offer within a selection modality carried out by the Company.

2.18. Offer: Draft legal business that a person formulates to another, which must contain the essential elements of the business and be communicated to the addressee by any appropriate means. (Article 845 of the Commercial Code).

2.19. Annual Contracting and Supply Plan (PACC, by its Spanish initials): Annual programming of the Company's contracting needs that contains the information consolidated and centralized through the Supply Management or the area that takes its place. The PACC is an input for the planning of the Company's purchases and contracts and the preparation of the budget of the requesting area.

2.20. Multi-year Contracting and Supply Plan (PPCC, by its Spanish initials): Programming that covers more than one year and contains the contracting needs of the Company's and/or the Group's projects for analysis and determination of strategic supply.

2.21. Pre-qualification: it allows to evaluate in advance potential suppliers of works, goods, and/or services required by the Company, in legal, financial, and technical aspects, among others, for the execution of one or several legal businesses in the contracting modalities foreseen in this Contracting and Execution Control Manual.



2.22. Pre-selection: Suppliers that are part of the registry will be pre-selected and must prove the qualifying requirements of legal capacity, general experience, and financial capacity, among others.

2.23. Supplier: Natural or legal person, or any associative figure, that can meet the needs of contracting works, goods, and services for the Company.

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

2.25. Pilot Project: Implementation of an initiative to consider the possibilities of a certain development, innovation, or incursion in a subsequent legal business.

2.26. SMMLV, i.e., Minimum Monthly Legal Salary: Corresponds to the current legal monthly minimum salary decreed for the year by the national government, not including transportation subsidy.

2.27. Request for acquisition, purchase, and contracting: It is the document that contains the information of the contractual need for Supply Management.

2.28. Virtual Urn: Electronic platform used to invite and receive offers digitally.

Chapter III: Contracting Management

3.1. Approval Instances

The Company will have three (3) instances of approval of the actions related to the operation of the Supply Model, ensuring compliance with the principles that govern the Company's contracting. The instances are:

- a. Board of Directors.
- b. Presidency's Committee.
- c. Contracting Operating Committee.

3.1.1. Board of Directors

The Company's Board of Directors, following the Company's bylaws, authorizes the President to enter into contracts, acts, and legal business whose amount exceeds the equivalent in local currency of seventy thousand (70,000) legal monthly minimum salaries in force. (numeral 26 article 52).



Such authorization must be requested before the beginning of the contracting process, for which purpose the user area shall make the request through the Technical Secretary of the Board.

Likewise, it authorizes the addition of the contracts referred to in this numeral and shall be informed of the substantial modifications thereof.

3.1.2 Presidency's Committee

The Presidency's Committee will be responsible for promoting, analyzing, and approving the Company's supply policies and strategies, except for the adoption of corporate policies, as well as identifying possible synergies generated within Grupo Energía Bogotá, including the analysis of the relevance of carrying out joint contractual processes with companies of the corporate Group.

Likewise, it will be in charge of the following functions related to contracting:

- a. Approve the Annual and/or multi-year Contracting and Supply Plan and all its modifications (among others, the creation and elimination of requirements and the modification of requirements in terms of selection modalities, amount, and/or term).
- b. To declare a need or activity as strategic for TGI to be attended employing a direct offer request, according to literal m of numeral 5.2.1.1.
- c. Declare the existence of technical and/or technological reasons to advance a Closed Competitive Process in cases where the request exceeds the amount of 10,000 smmlv.
- d. Approve the parameters to advance the Categorization of Needs according to expenditure.
- e. Follow up on PACC and PPCC compliance indicators.
- f. Approve the implementation of selection methods other than those contemplated in this manual following the criteria defined in section 5.2.1 of Title 2 of this Manual.

3.1.3. Contracting Operating Committee.

The Committee will verify in the processes of direct offer solicitation over five hundred (500) SMMLV, in the competitive and in the auctions: that they have a risk matrix, guarantees, and a market study that supports the budget. It shall verify that the selection modality, object, and value, coincide with that approved



in the PACC and shall approve the form of payment, concept, and percentage of reimbursable expenses, term, and qualifying requirements (when they are not in the supplier registry or there is no pre-selection and/or pre-qualification), negotiation rules, weighting requirements according to the selection modality. The Committee may also authorize the assignment of a supervisor for contracts following the provisions of section 4.2 Complexity Matrix of Title 3 of this Manual.

In those cases in which, as a consequence of the value modification, the contract exceeds 200 SMMLV, it must be submitted to this committee for approval. Except in cases where the reason used for the initial contracting is literal a) of Section 5.2.1.1, in which case the sum of the contract and its additions may not exceed 200 SMMLV.

The Contracting Operating Committee will approve the contracting requests above five hundred (500) SMMLV that are not included in the PACC and not under the jurisdiction of the Presidency's Committee, the opening of Prequalifications, Framework Contracts, and Price Framework Agreements. If any aspect previously approved by the committee must be modified in the development of the selection processes, the corresponding addendum must be submitted for its approval unless such authorization has been contemplated from the beginning.

The Committee shall also approve the assignment of contracts and the continuity of suppliers in the Register of Suppliers and Contractors and the contracting processes following literal j, numeral 4.1.

It shall be composed of the following members:

- a. The Supply Manager or whoever is acting on his or her behalf.
- b. The Legal Manager, or whoever is acting on his or her behalf.
- c. The Director of Contractual Affairs, or whoever is acting on his or her behalf.
- d. The Director of Planning and Financial Control, or whoever is acting on his or her behalf.
- e. The Sustainable Development Manager, or whoever is acting on his or her behalf.
- f. The Project Manager or whoever is acting on his or her behalf
- g. The Integrity and Reliability Manager or whoever is acting on his or her behalf

In the case of contracts of requesting areas, the Vice Presidencies or the Talent Management Department, or whoever takes their place, the Vice President of the requesting area or the Talent Management Manager, when the contract



budget exceeds 10,000 smmlv, shall be members of the committee in the respective matters.

The Committee shall appoint a Technical Secretary. When any of the members are unable to attend a meeting, they must notify the Technical Secretary of the Committee by any means no later than the business day before the respective meeting.

The member of the Committee shall preside over the meetings in the order indicated above and so on, guaranteeing in all cases a quorum for decision-making and deliberation. The committee may adopt its own rules of procedure.

The following shall attend as guests with voice, but without vote:

- The Audit Manager and the Compliance Director or whoever is acting in their stead may attend if they deem it necessary and convenient for the exercise of their functions.
- Managers, Directors, Leaders, Assistant Directors, and professionals of areas that act as the area of origin of the issues to be submitted for consideration by the aforementioned Committee.

Chapter IV: Supplier and Contractor Management

Supplier management is a sub-process of the supply process that allows to register suppliers, categorize and qualify them, clearly identifying goods, works, and/or services offered by them, strengthening the relationship with suppliers, and managing their performance and development evaluations in such a way that it is a transversal support of the supply model phases and that suppliers reflect the Company's values and principles in their actions.

The Company will have an updated Suppliers and Contractors Register, which will be managed by the Supply Management or a third party contracted for this purpose.

To enter into contracts with the Company, the supplier shall be required to be registered in the supplier registry. In the case of suppliers that express their intention not to be part of the suppliers' registry permanently, the registration in the Suppliers and Contractors Registry will be done with the minimum documentation determined by the Supply Management to include them in the registry only to make the performance evaluation possible. In all cases, for payment purposes, contractors must be registered as creditors of the Company.



Likewise, those who act as contractors of the company are exempted from registering in the Suppliers' Registry when making use of the grounds for requesting a direct offer established in paragraphs p, r, s, t, u, v, w, x, numeral 5.2.1.1, as well as public entities and indigenous communities.

TGI may consult databases or registries of suppliers of other public or private companies.

4.1. Supplier and Contractor Registration Functions and Applications

The Suppliers and Contractors Registry will have, among others, the following applications:

- a) Register and keep updated the suppliers in the Suppliers and Contractors Registry.
- b) Categorize suppliers once registered.
- c) Manage the planning phase of the selection process by facilitating the search and identification of suppliers to execute the PACC and PPCC, expediting their selection.
- d) Review the qualification requirements of registered and categorized suppliers (pre-selection) and keep them updated.
- e) Periodically monitor the suppliers registered in the restrictive lists in order to exclude them from the registry if necessary, following the policies and procedures adopted by the Company.
- f) Maintain the availability of pre-selected suppliers by category.
- g) Permanently call suppliers for registration, categorization, and pre-selection.
- h) Keep the supplier's performance evaluation available as a possible weighting criterion in the selection stage.
- i) To monitor and follow up on contractors during the execution and termination phase.
- j) Capture information, consolidate it, prepare reports for decision-making regarding the continuity of suppliers in the Suppliers and Contractors Registry and the contracting processes, and submit it to the Contracting Operating Committee for approval.





- k) Capture information to plan supplier development activities according to their categorization and improve their performance.

4.2. Entering the Suppliers and Contractors Registry

Entry into the Register of Suppliers and Contractors will operate upon invitation by the Company or at the request of the supplier. It will include authorization for processing personal data, providing certified information of existence and legal representation, general and specific experience, financial, tax, and payment documents, and HSE information, among other aspects.

If the supplier is not a natural person, the equivalent information shall be requested from its legal representatives, members of the Board of Directors, or body acting in its stead and partners or shareholders. In the case of contracts carried out within the framework of the sustainability and corporate responsibility policy development, the requirements defined in the policy will be included in the invitation to offer documents.

Supplier information, once received, will be verified and analyzed, including security, sustainability, and compliance aspects in different databases. It is understood that a supplier is registered when it has complied with the previously established requirements and therefore has been included in the Company's list of suppliers.

4.3. Categorization in the Suppliers and Contractors Registry

The registered supplier that has been validated in its general experience certifications and approved its competence, compliance, and background in specific services, works, or products, will be categorized. The entry into the registry and the categorization in it, in no case, generate the automatic obligation for the Company to include or select it in a hiring process.

4.4. Pre-selection and test of qualifying requirements

The pre-selected suppliers are those that, to be included in the company's supplier registry, certified the qualifying requirements of legal capacity, general experience, and financial capacity, among others.

The registration, categorization, and pre-selection of a supplier in the Register of Suppliers and Contractors will be sufficient evidence to demonstrate compliance with the legal capacity requirements and the conditions of general experience and financial and organizational capacity. These may be subject to verification in the selection processes. These factors will not award points.



The documentary verification of the aforementioned conditions will be carried out by the Supply Management, which will ensure the traceability of the updates for the processing of the selection processes. This traceability must be developed in a systematized and automated manner.

4.5 Updating supplier registration and availability

The registry must be kept up to date and with a group of pre-selected suppliers following the types of legal business entered into by the company to execute the Annual and Multiannual Contracting Plan. The documentation provided by suppliers shall be updated annually as financial information and/or at any time at the supplier's request or according to the needs of the Company. If the requirement is, or is shown to be, inaccurate, altered, or false in the documentation, this will be a sufficient reason for exclusion from the Register of Suppliers and Contractors, and the company will make the corresponding complaints as the case may be.

Registered suppliers must keep their information up to date. Therefore, they must inform of any new development that may affect their contracting capacity.

4.6 Qualification or Performance Evaluation of Contractors

The Register of Suppliers and Contractors will have mechanisms for a rating or evaluating the performance of contractors by the person responsible for performance control. Likewise, the qualification or evaluation of the performance of the Company's contractors may be included as a weighting factor of the offers received in the selection processes or as a selection criterion in direct contracting.

Once the contractors are qualified, segmentation will be made to differentiate the strategies to implement development programs and close gaps with the contractors so that they reflect in their actions the values and principles of the Company through the methodology adopted for this purpose within the Procedure for Monitoring and Control of Suppliers or whatever replaces it.



Chapter V: Stages of the Contractual Process

The stages of the contractual process include planning, selection, execution, and termination, as appropriate, following this Manual.

5.1 Contracting Planning Stage

The Company's contracting must obey adequate planning that considers the efficient use of resources, which will take place at two levels, a general one, associated with the conformation and approval of the PACC and PPCC, and a specific one, which develops each one of the needs included in it and must be the result of an analysis that determines its necessity and convenience, to define the strategy that best fits the Company's interests.

5.1.1. Multi-Year Supply and Contracting Plan - PPCC

TGI will form a multi-year purchasing and contracting plan with all the needs of works, goods, and services of the projects included in the maturity and value creation model, those of recurring needs, and those related to the maintenance and operation of assets.

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

It may be reviewed or updated semiannually or as often as required by the presidency's committee, and its execution will be monitored annually.

In the case of project development, the approved PPCC and its revisions and updates must be reviewed and controlled by the Projects Committee.

5.1.2. Annual Contracting and Supply Plan - PACC

The Company shall prepare a PACC containing the Company's needs for works, goods, and/or services, which the Presidency's Committee shall approve. The elimination and inclusion of new requirements, contractual additions, and modifications made in terms of modality, value, and term of the initially approved requirements, shall need the same procedure.

The approved PACC must have a budget analysis and viability by the Financial Vice Presidency, and in the case of project development, this validation must be carried out by the Projects Committee.



The PACC, duly approved, constitutes the annual programming of the contracting for the satisfaction of works, goods, and/or services required by the Company.

It will be measured and monitored by the Presidency's Committee, and its compliance will contribute to the adequate execution of the resources during the budgetary period.

The PACC may be updated quarterly when new needs arise from new business opportunities or when, exceptionally, an extraordinary approval session is required.

The PACC will not include contracts not subject to prior planning, nor their modifications, such as:

- a) The acquisition of goods offered in department stores.
- b) When there are reasons that imply confidentiality for security and/or business strategy.
- c) Contracts included in the exceptions to the selection modalities.
- d) Contracts that do not affect the expenditure budget because they have no value.
- e) Emergency contracts.
- f) Donation contracts.
- g) Registrations to events referred to in literal t of numeral 5.2.1.1.
- h) Lease, exchange, purchase, sale contracts, and other legal transactions involving real estate.

5.1.3 Assurance of Available Resources

For the processing of any legal transaction that commits the Company's resources, there must be availability in the budget for the execution and payments to be made against the current fiscal year.

The PACC and PPCC, duly approved by the pertinent instance, constitute the approval for the execution of the commitments included therein. In any case, the PACC and PPCC do not include items of commitments entered into in previous periods.



Additionally, in the case of multi-year contracts, the PACC and PPCC include an estimate of the value of future commitments, but this value will depend on the degree of actual execution and possible modifications in scope and will only be included in the following fiscal year when the new budget is approved.

The Financial Vice-Presidency shall ensure, during the preparation of each annual budget, the inclusion of the resources of contracts entered into with execution in more than one year or whose execution has moved in time.

5.1.4 Analysis and management of contractual risks

The contracting processes carried out by the Company must have a risk analysis following the provisions of TGI's Risk Management Manual to manage and/or mitigate risks.

Likewise, the following aspects should be taken into account for the management of such risks:

- Establish the context in which the Contracting Process is carried out and the execution of the contract arising therefrom.
- Identify and classify risks.
- Evaluate and qualify the Risks.
- Assign, assume, or transfer risks.
- Monitor and review risk management.

The requesting area in each of its contractual needs must perform the corresponding risk analysis in the planning stage, which will be validated following the provisions of the procedure, ensuring the establishment of the corresponding policies and guidelines.

5.1.5 Contractual guarantees

The definition of the coverages, insurable values, 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 in charge of risks and/or insurance of the Company, or whoever is in charge of this responsibility, and the commercial conditions of the insurance and/or financial market, as well as the market conditions of the goods and/or services to be contracted.

In any case, the performance guarantee may be waived if full payment has been agreed upon receipt of the good or service to the satisfaction or when so is determined by the risk and/or insurance area or whoever takes its place after a risk assessment, justification by the requesting area, and verification by the supply area.



Likewise, the guarantees may consist of: 1) Insurance policy, 2) Commercial Trust in Guarantee, 3) Bank Guarantee, or 4) Stand By Letter of Credit issued by an Insurance Company or Banking Entity, as the case may be, recognized and legally authorized to operate in Colombia. If the COMPANY determines a type of guarantee different from the above, the conditions and requirements of such guarantee shall be indicated in the Specific Clauses.

The invitation to offer documents shall establish the minimum requirements and conditions of the guarantors and guarantees.

5.1.6 Market Conditions Studies

This analysis provides tools to establish the context of the contracting process, identify some of the risks, determine the qualifying requirements, and how to evaluate the offers. The scope must be proportional to the value of the contracting process, the nature of the object to be contracted, the type of contract, and the risks identified.

For this purpose, any means that allows knowing how the goods, works, and/or services are traded in the market will be used. This includes market intelligence, market surveys, quotations, RFI, consultation of reference price databases, and comparable contracts of goods, works, and/or services carried out by TGI or other companies or entities, among others.

5.1.6.1. Market Study: Analysis carried out through the collection of information to estimate the value of the budget of the need to establish 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 goods and/or services market as input for contractual planning to analyze technical and commercial issues, new technologies, potential scope, price, among others, and identify the segments that represent the best opportunity, identify the mode of selection and understand the conditions related to the provision of goods and services and/or the conditions associated with the provision of goods and services.

5.1.7. Specifications and technical documents

The requesting area must submit the technical information of the work, goods, and/or service to be contracted and, in general, all the technical specifications to initiate the contracting, 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 contracting.



The activities associated with the infrastructure projects related to our corporate purpose, given their specialized nature, may be managed simultaneously with the processing of licenses, environmental permits, and land and social management to ensure compliance with the entry into operation of the assets, which will be contemplated in the risk analysis of the contract with the respective mitigation.

5.2. Supplier Selection Stage

Once the planning stage is completed, the selection of the most suitable supplier for the satisfaction of the need documented in the Request for Acquisition, Purchase, and Contracting will be made.

The stage will be initiated by the Supply Management after verification of compliance with the requirements and documents required for the contracting of the work, goods, and/or services.

The Company may use e-commerce tools, such as electronic auctions, virtual urns, marketplaces, electronic catalogs, and public or private virtual stores, among others, to optimize selection times and obtain the best prices in the market.

When the needs correspond to standard products and services, the Colombian State's virtual store - Colombia Compra Eficiente - TVEC or similar platforms may be used, as long as it is considered convenient once a cost-benefit analysis has been made (prices, products, administrative charges, time, quality, compliance with specifications, etc.).

5.2.1. Selection Modalities

The Company will select the contractor under the following modalities:

- a) Direct offer request
- b) Open competitive process
- c) Closed competitive process
- d) Electronic or on-site auction
- e) Emergency Contracting

The above is without detriment of structuring other selection modalities as long as the concurrence, participation, and application of the principles that govern TGI's contracting in the selection of contractors is guaranteed and the approval of the Presidency's Committee is obtained.



5.2.1.1. Direct offer request

Modality through which the Company will contract directly with the supplier. That is, with a single offer, in the following events:

- a) The contracting and acquisition of goods and/or services whose amount is equal to or less than two hundred (200) SMMLV VAT included.
- b) The acquisition of goods and/or services that only one supplier can provide because it is a manufacturer, distributor, or exclusive representative or because it holds intellectual property rights.
- c) If market intelligence reveals that there is only one supplier that guarantees the satisfaction of the Company's needs. Market intelligence will be a sufficient basis for contracting through a Direct Offer Request with the supplier determined therein.
- d) Contracts for the execution of activities that may be entrusted to certain natural or legal persons, in consideration of their technical qualities, experience, and wide recognition in the market, duly justified.
- e) The provision of professional and management support services to the Company.
- f) When there are reasons that imply confidentiality for security and/or business strategy reasons, which must be justified in writing by the Requesting Area and approved by the Presidency's Committee.
- 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 in the Company's areas of influence or interest, previously identified and validated by the Requesting Area.

In the case of a community supplier, its constitutional and legal regime and its social, economic, and cultural characteristics shall be verified, so that agreements and contracts may be entered into taking into account these particularities.

- h) Entering into agreements with for-profit or non-profit entities or organizations.



- i) When no offers are submitted or when the offers submitted in a competitive process do not comply with the evaluation criteria or incur grounds for rejection.
- j) The acquisition of a good for testing or trial or when it is the development of pilot projects, to evaluate the introduction of new technologies, or in search of better alternatives, following the recommendations of the technical areas.
- k) Expansion or renewal of plants or technological platforms with the initial supplier.
- l) When as a result of the prequalification, only one offeror remains.
- m) In the case of needs or activities considered strategic for TGI, so qualified by the Presidency's Committee.
- n) Contracts entered into with Strategic Suppliers.
- o) Advertising contracts, media plans, or, in general, for the execution of dissemination and/or disclosure activities.
- p) In the case of inter-administrative agreements or contracts and 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 has occurred due to the total default of the contractor or due to the operation of some extinctive condition of the contract attributable to the contractor, provided that it is demonstrated and justified by the Requesting Area that such measure seeks to guarantee the execution of the contracted object and avoid the stoppage and/or interruption of the service and/or the start-up of the projects.
- r) The acquisition of goods offered in Department Stores, physically or electronically.
- s) Software licenses or right to use software when granted by the manufacturer, owner of the patent or copyright, or the only supplier authorized to grant the license or right of use.
- t) Registrations through which the Company gives access to its employees to participate in external events of a technical, academic,



commercial, or relationship nature, such as congresses, seminars, forums, meetings, or similar.

- u) Subscription services, understood as access to services, rights of use, or benefits that the Company requires for the ordinary course of its business for a determined period of time.
- v) Affiliation Contracts through which the Company acquires rights and/or benefits for belonging or being a member of an organization, community, guild, association of companies or industries, technological or intellectual organizations, social clubs, or any group or association in which, once the established requirements are fulfilled, the quality of affiliate or member is acquired.
- w) In the case of the acquisition of goods and services for corporate events, communication, and/or relationship activities of the Company aimed at one or more of its stakeholders, including the Company's employees, provided that they arise in such a way that it is not possible to include them in the institutional planning or to schedule them in advance, in which case they shall proceed through the corresponding process.
- x) Lease, gratuitous loan, purchase and sale contracts, and other legal transactions involving real estate, in which the company acts as lessor, bailor, buyer, or seller, other than projects or operation of the associated gas transportation infrastructure.
- y) When there are circumstances duly justified by the Requesting Area for contracting processes associated with the structuring of the issuance of shares or valuation of companies, subject to the prior approval of the Presidency's Committee.
- z) When, due to the characteristics of the goods and/or services to be contracted, the application of framework contracts or price framework agreements is appropriate, subject to the prior approval of the Contracting Operating Committee. Suppliers may be defined through market intelligence, which should include an analysis of suitability, experience, and commercial conditions.

5.2.1.2. Closed competitive process

Selection modality through which the Company will issue an invitation to at least two (2) offerors so that, through the application of objective evaluation criteria additional to those foreseen in the supplier registry and the weighting of the



technical and/or economic aspects previously determined, the Company will select among them the most favorable offer for the Company.

This modality will be applicable when the estimated amount of the contract to be entered into is greater than two hundred (200) SMMLV, and less than ten thousand (10,000) SMMLV, including VAT, and one of the events included in the list of direct offer request is not present.

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

- a) When there is a list of pre-qualified.
- b) As a result of the development of a Market Intelligence in which there is a limited group of suitable offerors to enter into the legal business.
- c) Contracting processes associated with the structuring of the issuance of shares or valuation of companies. Except in duly justified circumstances to resort to direct offer solicitation.
- d) When there are technical and/or technological reasons qualified by the Presidency's Committee, after justification by the Requesting Area.
- e) In the case of the selection of 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 corporate purpose of the Company, provided that it does not have a Strategic Supplier.

5.2.1.3. Open competitive process

Selection modality through which the Company will publish an invitation to contract for any interested third party. The selection of the contractor will be made through the application of objective evaluation criteria in addition to those foreseen in the supplier registry, if so determined, and the weighting of previously established technical and/or economic aspects. Once the above has been reviewed, the most favorable proposal for the Company will be selected from among all the offers submitted.

This modality will apply to cases where the estimated amount of the contract to be entered into is equal to or greater than ten thousand (10,000) SMMLV, including VAT, or when so determined by the Company.

The call and its addenda will be published on the company's website.



5.2.1.4. Electronic and/or on-site auction

It is a dynamic process of negotiating prices for goods and/or services carried out on-site or online (through a software or technological platform) among pre-selected or pre-qualified suppliers. It will be applicable regardless of the amount provided that it is used for the acquisition of standard goods or services, or with uniform technical characteristics, or of common use, or sale of movable or immovable assets. It may also be used as a formula for choosing the offeror in competitive processes.

5.2.1.5. Emergency Contracting

An emergency is understood as the occurrence of untimely events or events that represent imminent risks that may affect or endanger the provision of public services. The emergency must be substantiated in writing by the Operations Vice President and reported to the Presidency's Committee no later than the meeting following the event's occurrence date.

5.2.2. Common rules of participation

In general, in calls for offers under any selection modality, the submission of a single offer within a contractor's selection process shall not be grounds for not continuing with the same unless this situation has been specifically contemplated in the documents inviting offers.

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 regulated, in addition to the rules of private law, by the applicable special legal rules, the regime of disqualifications and incompatibilities established by law, the principle of planning, and the principles of public service and fiscal management.

The procedure, the persons responsible, and the approval instances for the matters provided in this paragraph shall be defined within the framework of the Company's Integrated Management System and shall be subject to legal control by the Company's Legal and Supply Vice-Presidency or whoever is acting in its stead.

The monitoring, control, and surveillance of compliance with the agreed obligations taking into account, among others, the technical, administrative, financial, legal, safety, environmental, and human rights aspects, as applicable in each case, shall be the direct responsibility of the person in charge of the supervision and audit of the contract, as the case may be, without prejudice to



the responsibility of control and diligence that the area originating the contract has.

Likewise, they shall be obliged to keep the record in the transactional system and to create the documentary file containing the background of the formation and execution, including payments, fulfillment of obligations, modifications, suspensions, and, in general, all contractual events, as well as the financial closing and liquidation of the contract.

- a) Contracts that must be subject to special rules, such as loan contracts, credit operations, and/or their assimilated or related operations.
- b) Operating or commercial agreements as transporters and the purchase of fuel or energy for the operation.
- c) Uniform conditions contracts with public utilities companies.
- d) Contracting derived from trust business, among others.
- e) Contracts outlined in Articles 33, 39, and 57 of Law 142 of 1994, Law 56 of 1981, contracts for the acquisition of land, leases, gratuitous loans associated with projects for the construction or operation of gas transportation infrastructure, and those established in special rules or those that complement, modify, or add to them and their applicable regulatory framework.
- f) Donation contracts or agreements outlined in Article 36.2 of Law 142 of 1994.
- g) Settlement contracts referred to in articles 2469 and 2483 of the Civil Code.
- h) Agreements entered into with partners or strategic allies to promote business development.
- i) Intercompany agreements between the companies comprising Grupo Energía Bogotá, according to the operations policy with related parties or other applicable regulations. The same shall apply for the contracts to be signed with Fundación Grupo Energía Bogotá.
- j) Those executed against petty cash resources.



5.2.4. Evaluation Criteria

The evaluation of the offers will be based solely on the rules and terms established in the offer solicitation documents, such as qualification requirements in addition to those for the registration of pre-selected suppliers and the precise weighting of economic factors, compliance in previous contracts, performance evaluation, technical capabilities, and residual capacity for works contracts, among others.

The evaluation of the offers will be carried out by an Evaluation Committee or by an External Evaluator, appointed in both cases by the Contracting Operating Committee. The responsible for the evaluation will establish the order of eligibility and will recommend the award of the best offer received or the closing of the process.

5.2.5. Adjudication

Once the recommendation of the Evaluation Committee or the External Evaluator has been received and approved by the competent committee, the selected offeror will be notified that it must sign the contract under the terms established in the conditions of the process.

If the offeror does not attend the contract signing within the established term, the Company may call the second qualified offeror, and so on.

5.2.6. Closing of the Contractual Process without adjudication

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

- a) When no offers are submitted or when the offers received do not comply with the requirements or do not obtain the minimum qualification established by the Company in the offer requests.
- b) When it is reasonably evident that the transparency of the process has been violated.
- c) When attending duly supported criteria of profitability.
- d) For duly substantiated reasons of convenience.



5.2.7. Negotiation and Offeror Selection

After the evaluation, the negotiation of more favorable conditions of technical, commercial, economic, or any other nature will be promoted, as approved by the competent Committee, following the Company's interests.

The competent committee shall expressly approve the events in which the negotiation may proceed and its limits so that the essential conditions of the call for offers and the equality of the offerors or proposers are respected.

The negotiation will be promoted and advanced by the Supply area, for which it will have the support of the area of origin of the process and the legal area, as well as the Company's collaborators, deemed necessary.

When the selected offeror does not sign the contract or does not comply with the execution requirements to initiate the respective contract, the corresponding Committee, according to its competence, may recommend adjudicating the contract to those qualified in the order of eligibility by the same Committee.

5.2.8. Materialization of the Company's legal business:

The legal transactions in which the Company's agreements are made shall be in writing and must be unequivocally identified and individualized. Emergency contracts shall comply with the provisions of the corresponding procedure.

5.2.9. Framework Contract

It is a main or regulatory contract binding for the parties that contemplates the execution of other future business to be developed, it may be derived from any selection modality or the exceptions contemplated therein.

Entering into the framework contract will require an estimated execution value, determination of the price validity, and budget availability for the moment in which each one of the purchase and/or service requirements or orders are issued.

5.2.10. Price Framework Agreements:

A contract entered into with one or more suppliers of the same good or service for a specific period of time. They are a tool for aggregating demand, coordinating, and optimizing the value of purchases of goods, works, or services. They seek to produce economies of scale, increase bargaining power, expedite attention to recurring needs, reduce the number of contracting processes, and allow for more flexible inventory management.



The Price Framework Agreement is a contract entered into with one or several suppliers of the same good or service for a determined period of time, it has no value, and contains at least:

- a) Identification of the good or service,
- b) The maximum acquisition price,
- c) Guarantees,
- d) Minimum delivery time,

They are developed through individual contracts or orders for the acquisition of goods or services foreseen in the Price Framework Agreement, following the conditions agreed therein and which must have availability of resources, determined value, and execution term.

5.3. Joint Contractual Processes

The companies of Grupo Energía Bogotá may initiate and carry out joint contracting processes with the prior approval of the Presidency's Committee or whoever takes its place. The initiation and outcome of the selection process will be subject to the approval of the competent authorities in each Company following the amount of its contribution to the process.

The selection modality will be defined under the total value of the process, and each company will independently subscribe to the contracts resulting from the joint contracting process unless the companies define otherwise.



Chapter VI: Requirements for the perfection and execution of the legal transactions entered into

The Contract must be signed by the duly authorized parties and shall be deemed to be perfected.

The supplier or contractor must sign the Sustainability Policy, the adherence to the Code of Ethics, and other policies and/or guidelines of the Ethics and Compliance Program or any other applicable strategic document to ensure transparency and respect for human rights in their actions, except for duly substantiated reasons.

For the execution, the constitution and approval of the guarantees according to the requirements established in the process conditions that preceded the selection in the terms specified therein, as well as compliance with the specific requirements established in the contract, is necessary.

The approval of the guarantees will be the responsibility of TGI's insurance area or whoever is in charge of such function. The approval must be recorded in writing electronically with the date on which it is given.

Once the guarantee has been approved, the area in charge of insurance will communicate this fact to the Supply Management and to the auditor or supervisor of the contract in order to initiate the execution of the agreement.

Chapter VII: Modifications to contracts

The contracts entered into by the Company may be modified during the term of execution when circumstances that justify it arise.

In the modifications that add to the value of the contract, it must be proven that the cost-benefit ratio of the original contract and the market conditions are maintained, and the following rules shall be observed:

- a. The Board of Directors shall authorize the addition of contracts within its competence when these exceed 30% of the initial approved value. They shall be informed of the modifications to the conditions under which the authorization was issued.
- b. In the case of contracts not included in the PACC and not under the jurisdiction of the Presidency's Committee, they will be approved by the Contracting Operating Committee when the sum of the initial value of the contract and its modifications, exceeds 200 SMMLV, including VAT.



- c. When there is a plurality of offerors, and it is shown that it is of greater benefit to extend and add to the contract under execution than to open a new competitive process, the addition may only be made once. This condition does not apply to work contracts and their audit or to guarantee the continuity of activities whose selection processes are in progress.



Contract Execution Control

Contracting and Execution Control Manual

Control de ejecución **de los contratos**

*Manual de Contratación y
Control de Ejecución*



TITLE 3

CONTROL OF CONTRACT EXECUTION

Objective

This document establishes the general guidelines that should regulate the control and supervision of the execution, termination, and liquidation of contracts and agreements entered into by TGI S.A. ESP (the Company).

The task of monitoring the execution of contracts or agreements will consist of arranging and guaranteeing everything necessary for the adequate fulfillment of the obligations contained in the contractual documents, taking into account, among others, the administrative, technical, financial, accounting, legal, occupational safety, environmental, human rights, and transparency aspects that have been agreed upon in the contract or agreement to guarantee its adequate execution.

The follow-up work must also attend to the contractual events generated, promoting the subscription of the necessary documents.

Every contract or agreement entered into by the Company shall have a supervisor or auditor, and its work shall be governed by this manual and the procedures that develop it.

Chapter I: Special definitions applicable to the control of the execution of contracts for the exercise of the audit/supervision of contract execution.

1.1. Delivery and final receipt act. Document signed by the auditor/supervisor and the contractor, through which the delivery and receipt to satisfaction of the works, goods, or services contracted are accredited.

1.2. Partial Delivery Act. Document signed by the auditor/supervisor and the contractor, through which the receipt to satisfaction of the works, goods, or services of a contractual stage or milestone is accredited.

1.3. Initiation Act. Document signed by the auditor/supervisor and the contractor, through which the term of execution of the contract or agreement begins.

1.4. Liquidation Act. Document signed by the Authorized to Contract, the auditor, and the contractor, in which the agreements, the technical, financial, and legal balance of what has been executed, and other transactions necessary



for the parties to declare themselves debt-free with the obligations arising from the contract or agreement in which the obligation to liquidate is agreed.

1.5. Reinstatement Act. Document signed between the auditor/supervisor and the contractor and approved by the Authorized to Contract, which has the purpose of restarting the execution of the contract after the causes that gave rise to the suspension of the contract cease to exist.

1.6. Suspension Act. Document signed between the auditor/supervisor and the contractor and the Authorized to Contract, whose purpose is to cease the execution of the contract, in which the reasons that give rise to such decision are stated.

1.7. Preparatory Acts. Stage in which the contractor must deliver the necessary documents to start the execution of the contract entered into. The documents or requirements demanded from a contractor for the exhaustion of this stage are defined in the contracting process to be carried out and in the contract. These include the following:

- a. Documents of the minimum personnel required to execute the contract
- b. Work plan
- c. Advance payment management plan
- d. Final delivery programs.
- e. Subcontractor documents.

This stage ends with the approval of said documents by the auditor/supervisor and gives rise to the commencement of the contract, provided that the other requirements agreed upon in the contract for the execution of the Commencement Act have been met. The contractor's unjustified failure to comply with the time limit granted to exhaust this stage will give rise to the imposition of the enforcement penalty clause, monetary penalty clause, or the termination of the contract for non-compliance and the possibility of activating the guarantees that support it.

1.8. Advance. It is a sum of money delivered by the Company to the contractor, destined to leverage or finance the execution of the contract. The advance does not become part of the contractor's assets, nor does it constitute payment for the work or work undertaken. The advance payment may be agreed for up to 50% of the initial value of the contract. Its percentage will be determined in each case by the Originating Area, in accordance with the characteristics of the work, goods, and/or service to be contracted.



1.9. Certification of Experience. Document signed by the auditor/supervisor, including information related to the object, term, and value executed.

1.10. Performance Evaluation. Procedure carried out by the auditor/supervisor of a contract to assess the contractor's performance concerning the fulfillment of the obligations undertaken with the conclusion of the contract, following the administrative, technical, OSH, quality, social responsibility, and environmental criteria defined by the Company.

1.11. Reimbursable Expenses. Corresponds to the expenses incurred by the Contractor, charged to its own resources, prior express agreement in the contract and authorization thereof by the auditor/supervisor, for the development of certain activities or acquisitions accessory or complementary to the object and scope of the Contract, but which are required for its integral development, in respect of which the Company accepts reimbursement to the Contractor. The amount agreed upon for this concept may not exceed 20% of the initial value of the contract except for reasons justified by the requesting area and approved by the Contracting Operating Committee. Gratuities, commissions, gifts, or similar may not be paid out of reimbursable expenses.

1.12. Entry sheet/Incoming Goods Receipt Sheet. Document issued by the technological tool, which authorizes the invoicing of a milestone, good, or service, which has been received to the satisfaction of the auditor/supervisor following the contractual terms.

1.13. Noncompliance. Contractual situation in which the contractor does not fulfill its contractual obligations in the conditions of time, manner, and place agreed upon in the contract.

1.14. Major and Minor Quantities. A situation that arises in the execution of a contract, the value of which was estimated based on the unit price and quantity analysis, in which the quantities initially foreseen are exceeded or decreased. The analysis in this respect must be recorded in minutes signed by the parties.

In the contracts where this occurs, the auditor or supervisor must prepare a report detailing the greater and lesser quantities presented and their cost. If its cost exceeds the contracted value, a contractual addition must be previously agreed upon in order to have the necessary resources for the COMPANY to pay the higher costs generated during the execution of the contract.



1.15. Direct Settlement Table. Mechanism in which the parties to the contract present settlement formulas and can reach agreements to resolve conflicts that arise in the execution of the contract.

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

1.17. Action Plan. Document submitted by the contractor, with the commitments proposed to correct a delay or partial non-compliance in the execution of the contract, which has been identified by the auditor/supervisor.

1.18. Unit Price Contract. Estimated value contract in which the final price will be the value resulting from multiplying the quantities executed by the agreed unit value.

1.19. Lump Sum Contract. Contract in which the contractor, in exchange for the services to which it is committed, obtains as remuneration an agreed fixed sum, being solely responsible for the recruitment of personnel, the preparation of subcontracts, and the procurement of materials. The lump sum contract includes all direct and indirect costs to be incurred by the contractor for the execution of the contract and, in principle, does not give rise to the recognition of additional work or larger quantities of work not foreseen.

1.20 Readjustment. It is the updating of the total value of the contract or one or several items to recognize extrinsic or simply nominal situations of the price agreed in the contract. The readjustment makes it possible to maintain the purchasing power of the currency, so it does not imply a higher remuneration for the contractor but rather its updating. The readjustment may consist of a formula or a methodology agreed upon in the contract. The readjustment formula may be revised by the parties when it affects the equivalence of benefits.

1.21. Claim. Request submitted by the contractor through which it sets forth the technical, legal, and economic grounds, which in its opinion, give rise to the economic imbalance of the contract and which it intends to be recognized by the Company. A claim also arises when, without affecting the contractual equilibrium, works, items, services, or goods not initially foreseen are executed or delivered or when the passage of time or the circumstances of contractual execution or exogenous causes generate additional costs to those initially foreseen.

1.22. Term of the contract. It is the contract term plus the term agreed for its liquidation.



Chapter II: Control of the execution of contracts for the exercise of the Audit/Supervision of the execution of contracts

2.1. Contract Audit

It is the monitoring of the execution of contracts carried out by a natural person, legal entity, or associative figure hired by the Company. The Company may determine, taking into account the complexity of the contract, whether the audit will cover not only the technical but also the administrative, financial, accounting, legal, occupational health and safety, environmental, and human rights aspects of a contract or agreement, and must comply with the provisions of the HSEQ and social manual.

The audit will be performed by external individuals, legal entities, or associations, when so concluded, as a result of the analysis of the level of complexity of the work, good, or service to be contracted. In all cases, the audit contract shall be supervised by a collaborator of the Company in charge of monitoring the execution of the audit contract.

The auditors hired by the Company to represent its interests must monitor and control the execution of contracts or agreements following the obligations contained therein and the applicable standards.

The Company may hire Fundación Grupo Energía Bogotá to carry out the auditing of contracts, provided that the obligations of such contract are related to the corporate purpose of the same, and for this purpose, they must have people who meet the conditions of suitability and experience to adequately carry out the auditing activities. The Company and the Fundación Grupo Energía Bogotá shall jointly define the minimum criteria for the selection and designation of the auditors of social and shared value creation projects.

The Auditor shall be responsible for the administrative, financial, accounting, legal, occupational health and safety, environmental, and human rights monitoring of a contract or agreement. It will be their responsibility to keep the Company informed of any contractual event that may arise and must be managed to ensure proper compliance with contractual obligations and/or avoid causing damage to the Company to promote the strengthening and generation of an environment of trust between the Company and its contractors, to structure long-term relationships that generate mutual benefits for the parties.

Under no circumstances may the natural person, legal entity, or association figure that has intervened in the determination of the technical aspects of the contract,



understood as such: specifications, designs, and budgets, among others, perform audit functions.

2.2. Contract Supervision

This consists of the technical, administrative, financial, accounting, legal, occupational health and safety, environmental, and human rights monitoring of a contract or agreement, carried out by a Company collaborator when upon analyzing the complexity of the contract to be supervised, it is concluded that such work can be carried out by one of them. The designee must supervise and control the execution of the contracts or agreements following the applicable obligations and standards.

To seek the adequate fulfillment of contractual obligations and/or avoid causing damages to the Company, and taking into account the level of responsibility associated with the position of the supervisor, supervisors may be appointed under the following parameters:

2.2.1. Contracts whose object is the supervision of another contract.

2.2.2. In the application of the matrix adopted to determine the level of complexity of the contract to be supervised, the following rules shall be followed:

- a. **High management collaborators or middle management collaborators (Vice Presidents, Managers, Directors, Leaders, Assistant Directors, and Superintendents)**, for contracts of any amount, which are of medium or low complexity.
- b. **Employees with positions of Advisors, Professional Specialists, Senior Professionals, and Compression Station Supervisors or higher**, for contracts whose value does not exceed 10,000 smmlv and whose complexity is low.
- c. **Collaborators with Professional, Junior Professional, or higher positions** for contracts whose value does not exceed 1,000 smmlv and whose complexity is low.
- d. **Collaborators with Semi-senior Professional positions or higher** for contracts whose value does not exceed 200 smmlv and whose complexity is low.

The collaborator who has been involved in determining technical aspects, understanding them as specifications, designs, and budgets, among others,



shall not perform supervisory functions except for reasons duly supported by the requesting area.

2.3. General Obligations of the Audit/Supervision of the Contract

The duties of the audit/supervision department include, among others, the following:

- a. Know, understand, and comply with the guidelines established in this Manual.
- b. To be familiar with the content of the contract or agreement on which the audit/supervision is exercised.
- c. Verify that the goods, works, or services are supplied and the services rendered as stipulated in the contract or agreement.
- d. Maintain confidentiality concerning the information and documents derived from the execution of the contract or agreement.

2.4. Contract Management

Contract Management consists of taking all the necessary steps within the Company to ensure that the contract has everything required for its execution and to keep the Company's senior management informed of the relevant aspects of the contract that may affect its performance, value, risks and other situations that may arise before, during and after its execution, managing existing resources and contractual mechanisms to resolve any difficulties that may arise, based on a strategic and results-oriented vision, foreseeing risks and making timely decisions to contain, mitigate or solve them.

The Contract Management will be exercised by the Contract Supervisor. However, if the Contract has a contracted auditor, the contract manager will be the person who performs the function of supervision of the auditing contract.

The contract or agreement management activity refers, among other activities, to:

- a. Coordinate, when required, with other areas or departments of the Company those critical issues that may jeopardize the fulfillment of the objectives defined in the contract or agreement.



- b.** Manage with the leaders and persons in charge of the other areas of the Company, according to their competence, the services or supplies required for the control and correct execution of the contract or agreement, for which a reasonable term will be granted to obtain a response.
- c.** Monitor possible risks associated with the activities foreseen in the execution of the contract or agreement to define mitigation strategies to avoid affecting the proper development or execution of the activities foreseen in the contract or agreement.
- d.** Identify opportunities or best practices when situations that affect or may affect the normal execution of the contract or agreement are detected, in order to establish the necessary corrective measures.
- e.** Identify early warnings regarding possible non-compliance in the execution of the contract or agreement to avoid suspension, paralyzation, or early termination of the same.
- f.** Guarantee due process to contractors in the event of non-compliance with the contract or agreement.

2.5. Contract supervision support

When the supervision falls to a Company collaborator and depending on its complexity, the Company may have a support team to supervise the administrative, financial, accounting, legal, occupational safety, and environmental aspects of a contract.

In any case, at any time, it may request the concept or support in the decision-making process from the different departments of the Company when the functions of said departments are strictly related to the matter to be decided.

2.6. Responsibility of auditors/supervisors

When the execution of a contract or its performance generates damages or losses to the Company, and there is evidence of fraud or gross negligence by action or omission of the supervisor in the performance of his duties. The auditors or supervisors shall be civilly, fiscally, criminally, and disciplinarily liable following the laws and regulations in force on the matter, both for the breach of the obligations derived from the audit contract, as well as for the execution of the contracts for which they have exercised or exercise the duties of

audit/supervision.



2.7. 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 their execution, except as otherwise provided by law.

The interpretation of contracts must take into account the common and real intention of the parties as expressed in the documents of the planning and selection stage, the invitation to offer and in the offer submitted and accepted by the Company, as well as the circumstances surrounding the formation of the legal business, in addition to the literal meaning of the words. The rules established in the Civil Code and the regulations that develop it, the special rules of each type of contract will also apply, and the substantial reading will prevail over the formalities without prejudice to complying with the corresponding corporate governance instances.

Following the above-mentioned premises, the parties may, through memorandums of understanding, define the interpretation of their will. When such acts involve the modification of the contract, their approval must be submitted to the corresponding corporate bodies.

The acts of understanding may only be signed by the Contracting Authority after prior legal assurance.

2.8. Operation of the Auditor/Supervisor during Contract Execution

The auditor/supervisor shall monitor and control the execution of the contract or agreement concerning the actions set forth below:

2.8.1. Administrative Management

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

2.8.1.1. Know the documents of the pre-contractual stage, in order to understand the need and justification of the contract.

2.8.1.2. Verify and approve the existence of the technical conditions necessary to start the execution of the contract, such as plans, designs, licenses, permits, authorizations, studies, calculations, and specifications, among others, when applicable.



- 2.8.1.3. Verify that the documentation contained in the contract or agreement folder is complete following the checklist established for this purpose, and ensure that the supporting documents are submitted on time under the pertinent document retention tables.
- 2.8.1.4. Provide the contractor with the information required to comply with the contract or agreement.
- 2.8.1.5. Verify that before the execution of the contract, the guarantees or policies of the contract or agreement are duly approved and manage their issuance and adjustments with the contractor following the contract.
- 2.8.1.6. Sign the initiation agreement, complying with the execution requirements established in the contract or agreement.
- 2.8.1.7. Demand the updating of guarantees or policies according to the initiation acts or following the modifications, suspensions, or novelties of the contract or agreement and submit them for approval.
- 2.8.1.8. Follow-up on the obligations corresponding to the execution of the object and scope of the contract or agreement, including but not limited to verifying compliance with the quality standards, personnel, and equipment offered under the conditions approved by the Company.
- 2.8.1.9. Receive to satisfaction and demand from the contractor, both the reports and other deliverables established in the contract or agreement.
- 2.8.1.10. To advance the procedures associated with modifying contracts within the terms established by the Supply Management or whoever takes its place.
- 2.8.1.11. Attend, process, or resolve any inquiry made by the contractor for the proper execution of the contract or agreement with due diligence, for which it must ensure to follow up and control the correspondence generated by the contractor during the execution of the contract, in such a way that the requirements presented can be responded and intervene on time.
- 2.8.1.12. Demand the information it deems necessary, recommend what it considers and contributes to the best execution of the contract and, in



general, adopt the measures that tend to the optimal execution of the contracted object, without this meaning to modify the conditions of the contract, the scope of the object, the term of execution or its value.

- 2.8.1.13. To keep a written record of all its actions. The orders and instructions given by them are of mandatory compliance as long as they are following what has been agreed.
- 2.8.1.14. Suggest the measures deemed necessary for the best execution of the contracted object.
- 2.8.1.15. Communicate to the Authorized to Contract, the Supply Management, and the Contractual Affairs Directorate or whoever acts in their stead the circumstances that may jeopardize the execution of the contract.
- 2.8.1.16. Receive the correspondence sent by the contractor and process the pertinent following the internal regulations and instructions in force.
- 2.8.1.17. To ensure that the relations with the contractor and the actions of the auditing/supervision are recorded in writing and duly documented.
- 2.8.1.18. Attend field visits, audits, socialization meetings, and all those necessary according to the criticality of the contract or agreement, when applicable.
- 2.8.1.19. Keeping control of the milestones, the term of execution, and validity of the contracts or agreements under its responsibility, as well as other related documents such as guarantees, policies, modifications, and suspensions of the contract or agreement, among others.
- 2.8.1.20. Upload to the technological tools provided by the Company the documents originating in the execution and termination stages of the contract or agreement, as well as send to the Administrative Services Directorate or whoever takes its place the documents that should be part of the contract folder as established in the document management system. For the execution of the final delivery or liquidation act, it will be a mandatory requirement to have complete and updated information on the contract or agreement in accordance with the pertinent document retention tables.
- 2.8.1.21. To prepare and sign the Final Delivery Act within the agreed execution term, evidencing the satisfactory receipt of the goods, works, or services



object of the Contract or Agreement or noting the deficiencies observed therein.

- 2.8.1.22. Participate in the direct settlement meetings when the contract provides for this figure or a similar one as a mechanism for conflict resolution, reviewing the statements made by the contractor and providing the explanations or answers it deems relevant and necessary to meet the contractor's requests. From the result of the meetings or once the analysis of the contractor's requests or claims has been concluded, a report shall be issued, which shall serve as support for the decision made by the Authorized to Contract and/or the instances foreseen within the Company, when the analysis concludes in any acknowledgment that requires approval.
- 2.8.1.23. To take all the necessary steps and prepare the documents for liquidating the contracts or agreements in its charge within the term of such contracts or agreements.
- 2.8.1.24. Review the validity of the guarantees that cover the risks that must be covered after the termination of the contract or agreement in accordance with the terms agreed by the parties. If applicable, it shall demand the contractor to extend or update them as a requirement for the signing of the liquidation act and request the approval of such adjustments before the pertinent area.
- 2.8.1.25. At the termination stage, prepare the certificate of experience and development of the contract or agreement indicating, among others, the number of the contract or agreement, contractual object, term of execution, date of the initiation act, and value executed.
- 2.8.1.26. Conduct a timely performance evaluation of the contractor through the technological tool defined for such purpose, following the instructions established.
- 2.8.1.27. Use the formats established in the Company's integrated management system to perform its auditing/supervision tasks.
- 2.8.1.28. Request the Compliance Officer or the person acting in its stead to consult the contractor's restrictive lists at the time a modification to the contract is required.



2.8.2. Technical Management

It includes activities aimed at decision-making, follow-up, and receipt of technical deliverables in the execution of the contract or agreement. The obligations arising from this management are as follows:

- 2.8.2.1. Submit requests for modification, suspension, resumption, termination, or breach of contract, with technical support and the respective justification containing the reasons and feasibility of the contractual event to be processed.
- 2.8.2.2. To timely process before the competent Committee, by the provisions of the Company's Contracting Manual, the modification of the contract when the execution of greater quantities or additional items than those initially foreseen in the contract or agreement is required, and which imply an increase in the value thereof, sending the respective justification containing the reasons and feasibility of the modification of the contract or agreement.
- 2.8.2.3. Timely sign with the contractor, with the approval of the head of the area or project, the acts of greater and lesser quantities than those initially foreseen in the contract or agreement, as long as it does not imply an addition to the value of the contract.
- 2.8.2.4. Provide the contractor with all the information and/or technical specifications necessary for the execution of the contract, keeping the respective registry of documents in force when applicable.
- 2.8.2.5. Ensure and demand compliance with the standards, technical specifications, and manufacturing procedures and/or construction drawings as established in the contract or agreement.
- 2.8.2.6. Verify and demand that the contract or agreement is developed within the established term and values, as well as verify the progress under the approved schedule, if applicable.
- 2.8.2.7. Measure the quantities of work performed and verify the delivery of goods or the performance of the contracted services, which shall be recorded in the Partial Delivery or Final Delivery Acts of the respective contract or agreement.
- 2.8.2.8. Verify that the profiles of the work team comply with the conditions required in the contract or agreement. Require the change of



personnel when they do not comply with the profile, functions, or dedication established in the contract.

- 2.8.2.9. To process requests for entry of the contractor's personnel and equipment or external persons to the Company's own facilities in developing the object of the contract or agreement.
- 2.8.2.10. Verify, when necessary, compliance with biosafety protocols required by applicable regulations.
- 2.8.2.11. Coordinate the delivery to the Company of the equipment and elements supplied or acquired under the contract or agreement. Likewise, verify with the area in charge of the Company's assets the entry of the same, verifying their condition and quantity.
- 2.8.2.12. Receive all services, works, goods, and/or elements delivered by the contractor within the agreed execution term, verifying that the quantity and quality of the same follow the requirements of the contract; approve and declare them received to satisfaction. Request corrections, formulate observations, recommendations, and requests for precision to the same, if pertinent. This receipt to satisfaction shall be made through the Partial or Final Delivery Act.
- 2.8.2.13. Verify during the execution of the contract the quality of the goods, equipment calibration, and condition of the tools used on site, and, if necessary, request the contractor the quality tests it deems appropriate to establish and evaluate the correct operation of these.
- 2.8.2.14. Constantly monitor and inspect the quality of the execution of the contract, equipment, materials, goods, services, or inputs and order the pertinent technical adjustments.
- 2.8.2.15. Require the contractor when the goods, works, and services are not executed following the contract, and the work program, as well as when there is evidence of partial or late non-compliance in the execution of the scope, according to the contracted object.
- 2.8.2.16. Render the reports requested regarding the execution of the contract or agreement by the immediate superior, the Authorized to Contract, the Presidency of the Company, or the internal

or external audits through the corresponding area, on the status of the contract or agreement when required.



2.8.3. Financial Management

It includes activities related to the management of payments, budget, and adjustments to the value of the contract. The obligations arising from this management are as follows:

- 2.8.3.1. Ensure the correct budgetary execution of the contract or agreement.
- 2.8.3.2. Record payments and adjustments made to the contract and control the budgetary balance of the contract for payment and liquidation purposes.
- 2.8.3.3. Approve the investment plan of the advance, and verify compliance with the conditions for its disbursement, particularly if the management of the advance through a trust or other instrument has been agreed upon, as well as its total amortization. The verification of the amortization involves verifying that the resources have been used for the purposes foreseen in the investment plan and requesting the returns earned, if applicable. If anomalies are detected, the Authorized to Contract and the Insurance Area or whoever takes its place must be informed to enforce the guarantee of good management and correct investment of the advance and of the contractual clauses that may be applicable.
- 2.8.3.4. Approve and manage, following the Company's procedures, as well as what is indicated in the contract or agreement, the payment of reimbursable expenses, ensuring that they have been processed following the procedure established for this purpose.
- 2.8.3.5. Verify the contractor's compliance with the conditions stipulated in the contract or agreement as a requirement for the corresponding payments of invoices or accounts receivable.
- 2.8.3.6. Verify the contractor's compliance and, as a requirement for the corresponding payments of invoices or accounts receivable, the payment of contributions to the General Social Security System for health, pension, labor risks, and parafiscal contributions, which will be accredited through a certificate issued by the tax inspector or by the legal representative, when applicable, following the provisions of Article 50 of Law 789 of 2002, or the regulations that complement, modify, or add to it.
- 2.8.3.7. Review the invoices or collection documents submitted by the contractor within the term established in the contract or in the



procedure of the financial area or whoever takes its place. If errors or inconsistencies are found, the auditor/supervisor will return the invoice or equivalent collection document to the contractor within three (3) working days after it is filed with the Company.

- 2.8.3.8. Manage and ensure that the corresponding insurance company or banking entity is informed on time of any modification introduced to the contract or agreement or any activity or requirement that could affect the normal execution of the same.
- 2.8.3.9. Request to the accounting area at the end of the contract, the accounting statement, and/or the report of payments and deductions made to the contractor.
- 2.8.3.10. Prepare the Final Delivery, Liquidation, or Early Termination Act, which includes the financial closure and the statement of good standing of the obligations derived from the contract or agreement.
- 2.8.3.11. Sign the price adjustment acts and carry out the procedures for adjusting the internal order when this mechanism has been agreed upon in the contract.
- 2.8.3.12. Forward the draft of the Final Delivery, Liquidation, or Early Termination Act to the contractor.
- 2.8.3.13. Summon the contractor to a meeting in the event of receiving objections on the draft of the Final Delivery or Liquidation Act. If the contractor does not appear at the meeting scheduled for the purpose of determining the final delivery or liquidation of the contract or agreement, or if there is no consensus on the same, the project shall be deemed approved under the terms agreed upon.
- 2.8.3.14. Check the term of the guarantees covering the risks to be covered during execution and after completion

of the contract or agreement, following the terms agreed by the parties and, if applicable, demand its extension or updating from the contractor as a requirement for the execution of the liquidation.

2.8.4. Legal management

The obligations arising from this management are as follows:

- 2.8.4.1. Verify compliance with the rights and obligations of the parties.



- 2.8.4.2. Issue justification regarding the feasibility of modifications, suspensions, early terminations, or extensions of the execution term or the term of the contract or agreement for its liquidation.
 - 2.8.4.3. Manage on time, within the execution term and before the respective instances, the requests for modifications to the contract or agreement, following the provisions of the Contracting and Execution Control Manual and after exhausting the procedure established for such purpose.
 - 2.8.4.4. Observe and comply with the legal provisions in force and the Company's Contracting and Execution Control Manual.
 - 2.8.4.5. Sign the initiation, suspension, or resumption acts of contracts or agreements with the contractor, verifying that the necessary adjustments are made to the contractual guarantees and the requirements or documents required within the framework of the contractual relationship for the initiation of the execution of the activities of the contract or agreement.
 - 2.8.4.6. Sign the final delivery or liquidation acts of the contracts or agreements with the contractor and the Authorized to Contract, verifying that the necessary adjustments are made to the contractual guarantees and agreeing on the effects of the same, and recording the relevant circumstances about the fulfillment of the contract.
 - 2.8.4.7. In the event of non-compliance or claims by the contractor, the auditor/supervisor shall take into account the following provisions, as well as the provisions of the Instructions and/or procedures established for this purpose:
- 2.8.5. The auditor/supervisor will require the contractor in writing to comply with the contractual obligations when partial or total delays occur, at the risk of applying the penalties agreed therein.
 - 2.8.6. For proceeding with the contractual claims formality, the auditor/supervisor shall exhaust the procedures in the contract or agreement.
 - 2.8.7. The auditor/supervisor shall inform the Authorized to Contract and the Directorate of Contractual Affairs or whoever takes its place, on time, of any delays or non-compliance that may give rise to the application of penalties, as established in the contract or agreement.



- 2.8.8. The Authorized to Contract will formally intervene with the contractor, the insurance company, and the internal units or third parties, as required.
- 2.8.9. Finally, it shall ensure that the CONTRACTOR complies with the Company's policies and guidelines, especially the Code of Ethics.
- 2.8.9.1. In the event of non-compliance in the execution of the Contract, the Auditor in charge shall inform and contextualize on time the insurance area or whoever takes its place about such a situation to analyze the possibility of affecting the performance policies of the Contract.
- 2.8.9.2. Report any event of inability or incompatibility provided by law or conflict of interest following the Company's Code of Ethics.
- 2.8.9.3. Inform promptly about all those situations that affect the proper execution of the contract to solve them as soon as possible, avoiding unjustified delays or delays that affect the execution of the contract.

2.8.10. Sustainable Development Management

Includes activities aimed at monitoring the obligations related to sustainable development and human rights established in the contract or agreement, which are:

- 2.8.10.1. Monitor compliance with the environmental obligations established in the contract or agreement or derived therefrom.
- 2.8.10.2. Report environmental, social, or occupational health and safety indicators and events promptly to the Sustainable Development Management or whoever is acting in its stead.
- 2.8.10.3. To comply with or ensure 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.
- 2.8.10.4. Strive to guarantee relationship plans with the communities located in the area of influence where the contract or agreement is executed in accordance with the Company's Sustainability Policy.
- 2.8.10.5. Ensure that the contractor acts in coordination with the environmental authorities or district, municipal, departmental or national institutions to guarantee favorable conditions for the execution of the contract or



agreement when applicable, as agreed in the respective contract or agreement.

- 2.8.10.6. Facilitate the necessary for the proper processing of licenses and permits required by the contract or agreement entered into by the Company.
- 2.8.10.7. Follow up on the implementation 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.
- 2.8.10.8. Review and approve the human rights and HSE risk assessment before starting any activity and implement the corresponding control measures following the guidelines of the Sustainable Development Management or whoever takes its place.
- 2.8.10.9. Monitor compliance with the Company's HSE and Social Manual in force.

Chapter III: Designation and Appointment of Auditors/Supervisors

3.1. Designation

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

The Requesting Area, from the moment it determines the need for a selection process, must define whether the contract will be monitored by a supervisor or an auditor.

3.2. Complexity Matrix

A complexity matrix is a tool that contains the criteria for defining the need and feasibility of assigning the responsibility for monitoring and control to a collaborator of the Company or whether it requires hiring a person outside the Company.



Likewise, the profiles of the Company's employees who, as part of the evaluation, are potential supervisors who can fully comply with this function will be evaluated and defined.

To make such a decision, it is necessary to fill out the Complexity Matrix to be adopted together with the pertinent procedures, in which at least the following criteria should be consulted:

- 3.2.1. Contract value.
- 3.2.2. Execution period.
- 3.2.3. Place of execution of the contract and geographical dispersion.
- 3.2.4. Technical complexity of the contractual object.
- 3.2.5. Number of people required to execute the contract.
- 3.2.6. The need to follow up on social and/or environmental obligations, among others.
- 3.2.7. Reimbursable expenses
- 3.2.8. Advance
- 3.2.9. Complexity of the follow-up of occupational health and safety obligations.

In all cases of appointment of supervisors, it must be validated that the collaborator has the suitability, and experience and that they can perform the functions properly.

In cases where the complexity of the contract is medium or high, auditors must be hired, for which the budget must be available.

However, for contracts of medium complexity, the requesting area may ask the Contracting Operating Committee to assign a supervisor. Such requests must be duly supported with technical, legal, administrative, and budgetary arguments. The Committee may depart from or grant such request as it deems appropriate.

3.3. Appointment and reappointment of a supervisor or hiring an auditor.

The supervision designation shall be made in the contract or utilizing a written or electronic document signed by the Authorized to Contract.

Notification of the designation shall be made by sending the communication to the supervisor through the information system provided by the Company or by e-mail.

If the designated supervisor evidences a situation that gives rise to an impediment or conflict of interest and that may affect the due follow-up and



oversight of the contract, they shall inform the Contractual Affairs Directorate or whoever takes its place so that the pertinent steps may be taken to remedy the situation or promote the modification of the designated supervisor before the person authorized to contract, as the case may be.

Communicating the supervision designation shall be made once the contract or agreement has been signed.

Supervisor changes may be made with a new designation in written communication. The outgoing supervisor must deliver the contract file up to date, integrating the evaluations to the contractor, as well as a detailed report of the state of execution of the contract. Failure to comply with this obligation may result in initiating disciplinary, fiscal, and/or criminal actions as appropriate.

The term of execution of the auditing contracts must consider the term of the contract to be audited in such a way that it covers the term of performance and the term established for its liquidation. Therefore, when managing an extension to the contract on which the audit is exercised, the audit contract may also be extended.

The Requesting Area may expressly request the non-extension of the audit contract. This request must be justified and will require the approval of the corresponding Contracting Committee.

When the supervisor is permanently or temporarily absent due to vacations, leaves of absence, calamities, suspensions, incapacities, permits, or any other situation that prevents the supervisor of the contract or agreement from continuing with its work, it shall be understood that such work is in charge of the hierarchical superior who was designated as supervisor, who shall directly assume the corresponding activities or through the appointment of a new supervisor to be in charge of the same, or until the supervisor of the contract or agreement is reintegrated. Notwithstanding the foregoing, the Authorized to Contract shall have the right to appoint a new supervisor in such events.

3.4. Prohibitions of the Supervisor or Auditor

Without prejudice to the provisions that regulate inabilities, incompatibilities, and impediments, according to the Law and the Contracting and Execution Control Manual of the Company, as well as the conflict of interest following the provisions of the Company's ethics and compliance policies that may affect the objective and impartial exercise of the financial controller or supervisor, the following prohibitions shall be taken into account:



- 3.4.1. Modify the contract or suggest agreements that result in it without complying with the established procedure to request works, services, or goods that exceed the contracted amount.
- 3.4.2. Recommend personnel to the contractor to be incorporated into their work team.
- 3.4.3. Request contractual modifications, additions, suspensions, or assignments without previously reviewing that they are necessary, adjusted to market values, and sufficient to comply with the object and contractual obligations.
- 3.4.4. Requesting contractor's personnel to support activities other than those derived from contractual obligations.
- 3.4.5. Endorse, allow, or omit any action that may violate, put at risk, or constitute a violation of a human right, or that constitutes an act of discrimination or abusive treatment.

3.5. Rules for appointing a supervisor due to absence or definitive change

For the appointment of a new supervisor for a contract or agreement due to absence or definitive change, the following aspects must be taken into account:

The new appointment will be made through the technological tool provided by the Company and with the formalities established in the contract.

The outgoing supervisor and the incoming supervisor shall sign a report indicating the technical, administrative, financial, accounting, legal, occupational safety, environmental, and social status of the contract or agreement.

The supervisor to be replaced shall formally and materially deliver to the new supervisor all documents and information related to the contract or agreement, which shall be a requirement for the approval of vacations, leaves, good-standing certificates, or functional movements within the Company.

In the event of the resignation of the employee who performed the supervisory duties, he/she shall hand over the administrative file in an orderly manner and in accordance with the document management system.



Contractual events are situations that arise during the execution of the contract, which require formal treatment by the contracting party.

Among others, the following are foreseen:

4.1. Suspension:

The execution of the contract may be temporarily interrupted by mutual agreement for reasons of force majeure, fortuitous event, reasons of public interest, or any circumstance beyond the contractor's responsibility, ensuring in all cases that compliance with the principles of public service is not violated.

For this purpose, a reasoned document shall be signed by the contractor, the Supervisor and/or the auditor, and the Authorized to Contract, after reviewing by the Directorate of Contractual Affairs or whoever takes its place, stating the reasons for the suspension, the term or condition deemed necessary to overcome the contingency and the statements that the parties consider pertinent concerning the suspension.

The parties may partially suspend the contracts, provided that the obligations are divisible, for which purpose, in addition to what is indicated in the suspension act, it shall be detailed which ones will be subject to suspension. In the case of partial suspensions, the general contract execution period shall not be interrupted.

In total suspensions, the period of suspension will not be counted in the suspension. In these cases, it shall be understood that the term of execution is automatically extended for the same period that the contract was suspended.

When the suspension is subject to the occurrence of a condition, and this is materialized, the resumption shall be made employing an act signed by the parties, expressly indicating the materialization of the condition and the date of termination of the contract execution term.

In those cases in which the suspension is subject to a term, once the established term is fulfilled, the execution of the contract will be resumed without the need for the issuance of a restarting act between the parties.

When the suspension of the contract occurs de facto due to a situation of force majeure or fortuitous event and the parties are unable to concur to sign the respective document on time, they shall leave a record of the fact and shall submit the documents that allow demonstrating the circumstances that prevented the execution of the contract at the time of signing the suspension act or in the reinstatement act.



During the suspension of the contract, the contractual guarantees must remain in force and may not be modified to reduce or suspend their scope and term.

4.2. Reinstatement

The reinstatement is understood as the continuation of the execution of the contract, once the term and/or condition established in the act that motivates the suspension has been fulfilled.

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

This situation must be materialized using an act signed by the parties in compliance with the Company's internal procedure.

When the contract is resumed, the guarantees shall be extended, if applicable.

It will not be necessary to sign a reinstatement certificate when the date on which the contract will be resumed is established in the suspension certificate.

4.3. Assignment

It is a transfer of rights and obligations from the contractor to a third party to take over the contractor's position and continue with the execution of the contract under the same conditions initially agreed upon. The assignment may be made without the assignor assuming subsidiary or joint and several liabilities with the assignee contractor, provided that it is stated in the document authorizing the assignment of the contract and the relevant committee authorizes such disposition.

Assignments must have the prior, express, and written authorization of the contracting operating committee following the recommendation and justification of the supervisor and/or auditor of the contract.

The assignment must be requested by the contractor and authorized by the Company unless the assignment initiative comes from the Company. The authorization of the assignment must be preceded by a technical and legal analysis concerning the suitability and experience requirements of the assignee. The assignee must have the same or better qualities than the assignor, which the Supervisor and/or the auditor shall record in the application.



The assignment shall become effective with respect to the assigned contractor upon notification to the latter of the Company's authorization of the assignment.

The assignment of economic rights without a change of contractual position shall not require modification of the contract unless a condition has been agreed upon in the contract that must be modified.

The contract assignment implies the assignment or constitution of new guarantees, except in the assignment of economic rights without a change of contractual position.

4.4. Contract Modifications

The evaluation of the opportunity, convenience, and requirements foreseen for the modification shall be approved by the Contracting Committee in accordance with its competencies.

Contracts entered into by the Company may be modified. The modifications to the clauses of the contract may clarify, substitute, or modify an existing stipulation or agree on a new one and may also contain, among others, the following agreements:

4.4.1. Modification of the Execution Period - Extension; when the modification refers to the execution term, it shall require justification of the circumstances that motivate it.

4.4.2. Modification of value - Addition: Must be duly justified and prove that the cost-benefit ratio of the original contract and the market conditions are maintained, when applicable.

4.4.3. Modification of the Object: it shall be of an exceptional type and may not affect the nature of the contract initially subscribed nor violate the principle of equality of the participants in the selection process.

Contract modifications must be signed by the Authorized to Contract and the contractor.

4.5. Contractual payments:

Payments will be authorized by the supervisors or auditors of the contracts or agreements, following the form of payment agreed upon, provided that the contractor complies with the obligations or activities and the Company receives the goods, works, or services invoiced to its satisfaction.



This procedure must be complied with under the internally issued guidelines and comply with all the documentation required for its correct processing.

It should be taken into account the need to require the partial or final delivery report, as well as the deliverables or reports for the filing of the payment when the contract so requires.

4.6. More and Fewer Work Quantities

The execution of more and fewer quantities of work will be defined following the items agreed upon in the contract when unforeseeable situations arise that require a change in the conditions initially agreed upon.

The more and fewer quantities of work shall be recorded in writing in minutes to be signed by the auditor or supervisor of the contract and a representative of the contractor.

In the event of a pact for items not initially foreseen, it will be necessary to exhaust the market conditions review process and subscribe to a contractual modification to enable its contractual execution.

If the increased quantities of work generate a higher contract value, a modification of the contract value must be processed for the corresponding amount.

4.7. Reports

The reports or deliverables agreed in the contract or agreement accredit the execution of the object and obligations and, consequently, the fulfillment of the same. These reports must be reviewed and endorsed by the auditor or supervisor, and in the event of finding inconsistencies, he must report them to apply the necessary measures. Therefore, the reports are part of the follow-up supporting documents that allow determining if there are non-compliances on the part of the contractor.

Chapter V: Breach of Contract

5.1. Contractual Noncompliance

Difference between the contracted object or obligations and their actual execution, the immediate effect of which is the dissatisfaction of the Company's interest concerning the contracted object or any of the agreed obligations.



Non-compliance may be total or partial.

5.2. Serious Noncompliance

It is a breach of a magnitude that affects the utility, purpose, interest, result, or benefit that motivated the conclusion of the contract and with respect to which it is reasonably evidenced that it cannot be overcome under the agreed conditions.

Non-compliance may give rise to an enforcement penalty clause and a monetary penalty clause.

For this purpose, the procedure established by the Company or in the contract must be applied.

Contractors in total default may not contract with the Company within two years from the date of termination of the defaulted contract.

5.3. Delays Management

The delays generated in the contracts must be identified and managed by the supervisors and auditors through official communications, requirements for action plans, and, when necessary, the application of the procedure established for this purpose.

This management will be carried out with the support of the Contractual Affairs Directorate and the Insurance area or those acting in their stead, who must be aware of the development of the contract so that any measures required within the process can be adopted on time.

5.4. Enforcement Penalty Clause

The parties to the contract may agree that in the event of default and/or partial breach of the obligations outlined in this Contract, the Company shall proceed to initiate the procedure to put into effect the respective enforcement.

This provision seeks to compel the Contractor to comply with its obligations and proceeds during the term of execution of the contract, provided that the procedure outlined in the contract has been previously exhausted.



Chapter VI: Contractual controversies

5.5. Monetary Penalty Clause

In the event of a total or partial breach of the obligations of this Contract by the Contractor, the Contractor shall pay to the Company as a monetary penalty clause the percentage agreed upon of the total value of the Contract.

The foregoing, without prejudice to the Company's legal standing to claim full compensation for the damage caused in excess of the value of the penalty clause or to demand compliance with the principal obligation. The Company may deduct the value of the penalty clause from any sum due or demand it from the Contractor.

5.6. Policy Claims

The policies will be claimed as a result of a breach of contract that will be managed with the support and supervision of the insurance area or whoever takes its place and the legal area if necessary. The value applied will be that established contractually.

6.1. Claims

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

The values claimed or argued as imbalance must be unequivocally supported and proven by the Contractor.

For its attention, the Company may set up a direct settlement table with the contractor or resort to any of the Alternative Dispute Resolution Mechanisms (ADR).

6.2. Direct Settlement Mechanism.

Direct settlement is the mechanism used by the Company, through which meetings are held with contractors to reach pre-agreements on claims made, identifying the concepts that can be recognized or not because they have all the evidence, supports, and arguments to support the economic recognition.



This mechanism must include the participation of the Company's Contractual Affairs Department, the contract auditor/supervisor, and the Company's technical advisors or external experts, if necessary, the Contractor or the person designated by the Contractor, duly empowered and with the capacity to make decisions.

The supervisor/intervenor of the contract will be responsible for consolidating the documents of attendance lists, meeting minutes, reports, and negotiation supports with which the presentation of the claimed and accepted concepts will be made to the instances provided by the Company for their corresponding approval or rejection.

Within the framework of the direct settlement, technical tables may be set up to analyze the parties' arguments from a technical point of view and, if necessary, reach a technical consensus on the claim.

6.3. Settlement as a dispute resolution mechanism.

A settlement is a contract in which the parties, by means of reciprocal concessions, extrajudicially terminate a pending litigation or foresee a possible litigation.

The amounts recognized in the settlement contract imply the existence of resources for their payment and, therefore, must be previously validated by the Financial Vice-Presidency or whoever takes its place.

The settlement agreement may be the document used to legally recognize the agreement on a claim and by means of which the payment of the value defined within the direct settlement tables may be supported, subject to approval by the instances provided for in the Company.





Chapter VII: Termination of Contracts and Liquidation of Contracts

7.1. Termination of the contract.

Once the contract is terminated, it shall be liquidated, provided that such liquidation has been agreed upon in the contract. o

The liquidation, when applicable, shall be carried out within 4 months following the termination of the contract performance term, unless a different term is agreed upon due to the greater or lesser complexity of the contract.

In contracts that do not require liquidation, the supervisor/intervenor shall leave a record of the receipt or fulfillment to satisfaction of the consideration agreed upon in the object.

Termination of contracts may occur for the following reasons:

7.1.1. Expiration of the agreed execution term or materialization of a condition.

It occurs when the agreed execution time elapses without having been extended before its expiration or when the contractually established condition for it materializes.

7.1.2. Early termination by mutual agreement.

Early termination is presented using a document signed by the Authorized to Contract, the auditor/supervisor, and the contractor, after review by the Directorate of Contractual Affairs or whoever takes its place, through which the contract or agreement is terminated by mutual agreement before the completion of the agreed execution term.

7.1.3. Unilateral Termination

Unilateral termination is presented using a document signed by the Authorized to Contract and the auditor/supervisor. Proceeds in the events in which the Company decides to apply any of the causes indicated in the Contract after due process has been exhausted.





7.2. Liquidation of contracts

Liquidation is the procedure through which, once the contract is terminated, a legal, technical, economic, and accounting balance sheet is drawn up in which the parties cross-check their reciprocal obligations in order to declare themselves in good standing in all respects.

The liquidation should only incorporate matters related to the services derived from the contract and its execution. In the act of liquidation, the obligations and rights in charge and favor of the parties resulting from the execution of the contract must be stated. The liquidation may indicate the state of performance of the obligations and include obligations arising for the parties on the occasion of their subscription.

Thus, the liquidation must account for the corresponding acknowledgments and adjustments derived from the execution of the contract and the agreements, conciliations, and settlements reached by the parties to terminate their differences and declare themselves in good standing.

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

- The signing of the liquidation act, which may be total or contain exceptions;
- With the document stating that it was not possible to reach an agreement on the content or,
- With the document stating that the Contractor did not appear after the summons or notification.

The bilateral liquidation is an agreement between the Company and the Contractor regarding the final balance of the contract, and the corresponding act is a legal, definitive, and binding transaction for the parties.

The Contractor's silence to present objections to the liquidation minutes or signing shall be interpreted as tacit consent and shall be understood to have been signed by the Contractor, provided that this is contractually established.

Contracts under 200 smmlv and instantaneous execution contracts are exempt from liquidation.





Chapter VIII: Management of auditors, supervisors, contr

8.1. Performance Evaluations and Contractual Certifications

Performance evaluations shall be carried out through the tool provided by the Company for such purpose, under the terms established in the instructions or procedure adopted for such purpose. These evaluations are part of the documental supports that evidence the contractors' compliance during the execution stage and will be considered when making decisions on modifications and new contracts.

8.2. Training of supervisors

Supervisors shall be trained in the subjects applicable to the execution of the contracts or agreements for which they are responsible. They also have the support required from internal and external advisors for technical, legal, and administrative issues associated with the execution and completion stages of the supply model.

8.3. Lessons Learned

Lessons learned are used as a methodology to identify the causes of situations that have affected the correct development of the Company's processes in the execution and termination stages and with which seek to develop and implement measures to correct and improve procedures, contracts, risk matrixes and any aspect of the contractual processes or contracts to be entered into.



Final Provisions

Contracting and Execution Control Manual

Disposiciones **Finales**

*Manual de Contratación y
Control de Ejecución*



TGI
Grupo Energía Bogotá



1. Transition

TITLE 4

FINAL PROVISIONS

The selection processes and contracts in progress at the date this Manual comes into force shall continue to be subject to the rules in force at the time of their initiation, except for the competencies of the committees regulated in this Manual.

Likewise, the auditors appointed prior to the entry into force of this Manual shall continue to exercise control over the execution of the contracts under their charge until their completion unless otherwise decided after analysis.

This Contracting and Execution Control Manual shall be in effect as of the date established in the Guideline by which it is adopted.

Adjustments must be made to the supply process with its respective sub-processes and procedures in the management system, standardization of contractual documents, parameterization of systems and applications, implementation of developments and automation of contractual documents, as



well as other activities required for the correct implementation of this document, including adjustments or adoption of policies on transparency, sustainability, ethics, risks, among others.



The provisions of this Manual must be interpreted in an integral and systematic manner, in accordance with the rules of the Code of Commerce and the Civil Code, as well as with the rules that regulate the execution of special legal transactions; the Jurisprudence, doctrine and general principles of law are auxiliary criteria for the interpretation and execution of this Manual.

Applicable Regime

3. Derogatory

The Company may enter into any type of legal business derived from the autonomy of the will of the parties, in accordance with the rules of the Civil Code, Code of Commerce, and provisions that develop them, as well as those of this Manual and those provided in special provisions applicable to TGI.

Contracts entered into or to be performed abroad may be governed by the regulations of the country agreed upon by the parties.

This Manual derogates and replaces in its entirety Presidential Decision No. XXXX of XX of XX of XX of XXX and the modification thereof, formalized through Presidential Decision XXX of XXX, all guides, instructions, and internal provisions that develop them and, in general, any internal provision that is contrary to it.

This Contracting and Execution Control Manual was presented and approved at the Board of Directors' Meeting. XXXX of the XX day of XXX of XXX of 2021



Contracting and Execution Control Manual

Manual de Contratación y Control de Ejecución



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