



BID DOCUMENT

**BID DOCUMENT FOR LNG TENDER ON A DELIVERED EX SHIP (DES)
BASIS**

**ECOPETROL S.A.
("ECP")**

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1. Introduction

1.1. Purpose

This Bid Document (the “Bid Document”) sets forth the instructions, requirements, evaluation approach, and legal framework governing Ecopetrol S.A.’s public and competitive process to procure Liquefied Natural Gas (LNG) on a Delivered Ex-Ship (“DES”) Buenaventura basis (as further defined in the SPA) (the “Process”).

1.2. Scope

The Process comprises two phases: (i) Phase 1 – Eligibility (Expression of Interest) and (ii) Phase 2 – Binding Bid Submission. Only Participants that successfully complete Phase 1 will be invited to submit binding offers in Phase 2.

1.3. No Offer; No Obligation

This Bid Document does not constitute an offer, commitment, or agreement to award any contract. Ecopetrol may amend, suspend, or cancel the Process at its sole discretion, without liability to any Participant.

2. Process Overview

2.1. Process phases

- Phase 1 – Eligibility (Expression of Interest): Each Participant must submit a single Expression of Interest (EOI) email enclosing (i) the executed NDA (Annex B), (ii) the completed and signed Reputational Due Diligence / KYC Form (Annex

C), and (iii) the Experience Disclosure required under Section 3.3 (within the EOI). Ecopetrol will review the EOI package and formally notify Participants admitted to Phase 2. NDA Execution Standard: The NDA must be submitted signed, and it must be apparent that the signatory is the Participant’s legal representative (including evidence of signing authority if requested).

- Phase 2 – Binding Bid Submission: Only Participants admitted in Phase 1 will be invited to submit a binding offer pursuant to Section 4, after Ecopetrol provides the Technical Information Package and the draft SPA.

2.2. Tentative timeline

Ecopetrol may modify any of the dates below by written notice. All deadlines refer to Colombia Standard Time (COT, GMT-5).

Activity	Date	Description / Instructions
Bid Document Publication	March 16, 2026	Public release of the Bid Document on Ecopetrol’s website.
EOI Submission Deadline (Phase 1)	April 10, 2026 – before 11:00 a.m. (COT)	Participants submit one (1) EOI (Annex A) with NDA (Annex B), KYC (Annex C), and Experience Disclosure (Section 3.3). Email: LNGtenderbuenaventura@ecopetrol.com.co. Subject: “LNG DES Buenaventura – EOI – [Participant Name]”.
Eligibility Review & Notification	April 13 – 17, 2026	Ecopetrol reviews EOI packages and notifies Participants admitted to Phase 2.
Distribution of Technical Information Package and Draft SPA	April 20, 2026	Distributed only to qualified Participants (Section 7).
Clarifications Window (Phase 2)	April 21 – May 29, 2026 – before 4:00 p.m. (COT)	Participants submit questions per Annex F – Q&A Procedure. Email: LNGtenderbuenaventura@ecopetrol.com.co. Subject: “Clarifications and Comments – [Participant Name]”.
Publication of Q&A Consolidated Replies	June 01, 2026	Ecopetrol issues written clarifications applicable to all Participants.
Binding Offer Submission (Phase 2)	June 09, 2026 – before 4:00 p.m.	Participants submit one (1) Binding Offer using the BOF (Annex G): (a) PDF signed, (b) editable file (Word/Excel), and (c) Deviations Log (if applicable). Email: LNGtenderbuenaventura@ecopetrol.com.co.

		Subject: "LNG DES Buenaventura – Binding Offer – [Participant Name]".
Evaluation Period (Commercial + SPA alignment)	June 10 – 12, 2026	Ecopetrol conducts comparative evaluation (Section 5) and reviews SPA deviations (Section 6.2). Clarifications may be requested.
Best-Price Matching Window (ROFN)	June 16 – July 15, 2026	Up to 30 calendar days to match the best evaluated price formula (Section 8.8). Runs within the 45-day Offer Validity.
Offer Validity Period	June 09 – July 24, 2026	45 calendar days from binding offer submission (Section 4.4).
Notification of Award	July 23, 2026	Ecopetrol communicates award decision after ROFN expiry or match confirmation.
SPA Execution	July 27 – August 10, 2026	Execution of SPA by Ecopetrol and the selected Participant.
Expected Start of Deliveries	September 2026	In accordance with Section 2.5 (Key Tender Requirements).

2.3. Communication protocol

All Phase 1 EOI communications must be in English and addressed exclusively to:

LNGtenderbuenaventura@ecopetrol.com.co | Subject: "LNG DES Buenaventura – EOI – [Participant Name]".

2.4. Clarifications and amendments

Requests for clarification must be submitted by the deadline in Section 2.2 to the designated email in Section 2.3. Ecopetrol may issue written clarifications, addenda, or amendments. Only written communications from Ecopetrol's designated email are binding for the Process.

2.5. Key tender requirements

This Section sets out the core procurement requirements defined by Ecopetrol for the LNG purchase on a DES Buenaventura basis. These requirements represent Ecopetrol's needs for the tender and must be reflected in the binding offer submitted by each Participant. Any updates or refinements will be issued by Ecopetrol through written clarification or addendum.

Key terms	Details
Contract Term	5 years
Expected Start Date	September 2026
Pricing Basis	Henry Hub-indexed formula; Participant shall submit a single price formula applicable for the entire Contract Term.



Annual Contract Quantity (ACQ)	Approximately 22 TBtu/year (equivalent to ~3.0 TBtu per cargo based on a typical 135,000 m ³ net volume).
Delivery Point	DES Buenaventura, Colombia
Delivery Terms	Delivered Ex-Ship ("DES"), as defined in the SPA.
Cargo Size	The FSU will have a gross storage capacity of 145,000 m ³ of LNG and an estimated heel of 10,000 m ³ .

3. Phase 1 – Eligibility (Expression of Interest)

Participation in Phase 2 is subject to the successful completion of Phase 1. Each Participant must submit the following:

3.1. Expression of Interest (EOI) – Required Package

To be considered for Phase 2, each Participant shall submit a single EOI email to the address in Section 2.3, within the Phase 1 deadline (Section 2.2), enclosing the following complete documentation:

- (a) Executed NDA (Annex B). The NDA must be signed, and it must be apparent that the signatory is the Participant's legal representative (including evidence of signing authority if requested).
- (b) Reputational Due Diligence / KYC Form (Annex C) completed and signed.
- (c) Experience Disclosure (within the EOI letter). The EOI must include a concise statement evidencing at least five (5) years of experience in LNG term transactions (as seller and/or buyer), in accordance with Section 3.3.

Twelve-Month Exception (NDA and KYC):

Participants that have already executed the NDA and completed the KYC within the last twelve (12) months for Ecopetrol's LNG processes are not required to re-submit items (a) and (b), unless a different Participant or affiliate will be the entity submitting the binding offer in Phase 2. Ecopetrol will formally notify Participants admitted to Phase 2 under this exception.

Mandatory EOI Submission (Non-Waivable Requirement):

For the avoidance of doubt, all Participants must submit a duly signed EOI using the template provided in Annex A, even if they qualify for the Twelve-Month Exception regarding the NDA and/or the KYC Form.

Submission of the EOI is a mandatory and non-waivable requirement for Phase 1 eligibility, and failure to submit the EOI will result in automatic ineligibility for Phase 2.

3.2. Entity Consistency

The same legal entity that submits the EOI (and signs the NDA and KYC, as applicable) must be the entity that submits the binding offer in Phase 2.

3.3. Experience requirements and evidence

The EOI must include, in the body of the letter or as an attachment to the EOI, a brief Experience Disclosure demonstrating a minimum of five (5) years of LNG term transactions. Acceptable evidence includes, without limitation:

- A list of executed LNG SPAs (redacted as needed) and/or a table of LNG term deals (tenor, role, counterparties, volumes), certified by a duly authorized officer.
- Auditor's or legal counsel attestation confirming LNG term activity.
- Redacted trade confirmations evidencing term deal history.

Ecopetrol may request clarifications or additional evidence at its discretion.

3.4. Evaluation, Decision and Notification

Ecopetrol will evaluate EOI packages at its sole discretion. Participants admitted to Phase 2 will receive formal written notification. Ecopetrol reserves the right to deny eligibility and is under no obligation to provide explanations to Participants not admitted.

4. Phase 2 – Binding Bid Submission

4.1. Documentation Provided by Ecopetrol

Ecopetrol will provide to eligible Participants: (i) the Technical Information Package of the receiving and storage terminal in Buenaventura; and (ii) the draft SPA applicable to this Process. In addition, Ecopetrol will provide the Binding Offer Form (BOF) (Annex G).

4.2. Bidding Offer Form (BOF): Format and Contents

Participants shall submit one (1) binding offer using Ecopetrol's standardized Binding Offer Form (the "BOF") attached as Annex G. The BOF must be fully completed and signed by a duly authorized legal representative of the Participant and shall, at a minimum, state the following variables required by Ecopetrol:

- (i) Price Formula offered to Ecopetrol (applicable for the entire Contract Term, aligned with Section 2.5 – Key Tender Requirements);
- (ii) Seller's Failure to Deliver percentage: percentage cap over the cargo value;
- (iii) Financial Guarantees requested from Ecopetrol (if any);
- (iv) Payment Terms offered to Ecopetrol; and
- (v) Allocation of port charges at the discharge terminal (including any cap, if proposed).

If Ecopetrol permits deviations to the draft SPA under Section 6.2, the Participant shall also submit a single consolidated Deviations Log in editable format (form to be indicated by Ecopetrol in Phase 2).

4.3. Submission Method



Binding offers must be submitted in English, by email to LNGtenderbuenaventura@ecopetrol.com.co, by the deadline in Section 2.2, attaching: (a) a PDF of the duly signed BOF (Annex G), plus (b) the Deviations Log in editable format, if applicable. Subject line: "LNG DES Buenaventura – Binding Offer – [Participant Name]". Only one binding offer per Participant will be accepted, unless Ecopetrol expressly authorizes otherwise in writing.

4.4. Offer Validity

Each binding offer must remain valid for forty-five (45) calendar days from the submission deadline (see Section 2.2).

5. Evaluation Criteria

5.1. Comparative Evaluation

Ecopetrol will evaluate binding offers on a comparative basis considering the following five commercial elements as submitted in the BOF (Annex G): (1) Price Formula offered to Ecopetrol S.A.; (2) Seller's Failure to Deliver, expressed as a percentage cap over the cargo value; (3) Financial Guarantees / credit support requested from Ecopetrol S.A.; (4) Allocation of port charges at the discharge terminal (including any cap); and (5) Payment Terms offered to Ecopetrol S.A.

5.2. Contractual Alignment

Ecopetrol will also consider the degree of alignment with the draft SPA and the extent of deviations (if any) submitted in accordance with Section 6.2.

5.3. Disqualification Criteria

Grounds for disqualification may include: failure to meet Phase 1 Eligibility requirements (Section 3); material non-compliance with this Bid Document (including Sections 2.5, 4.2 and 4.3); misrepresentation; violations of applicable laws; submission not signed by a duly authorized legal representative; or late submission.

6. Contractual Framework

6.1. Governing Template

The LNG purchase will be governed by the draft Sale and Purchase Agreement ("SPA") provided in Phase 2. The SPA will prevail over any inconsistent provisions in the binding offer unless Ecopetrol expressly accepts an alternative in writing.

6.2. Deviations Protocol

Ecopetrol may, at its discretion, permit limited deviations to the draft SPA. If permitted, Participants shall submit one (1) consolidated Deviations Log in editable format (form to be indicated by Ecopetrol) identifying clause numbers, proposed wording, and rationale. Ecopetrol may reject material deviations.

6.3. Credit Support Preference

Ecopetrol's preference is open credit; however, Ecopetrol remains open to explore, analyze and evaluate Financial Guarantees / credit support requested from Ecopetrol S.A. by Participants (e.g., SBLCs, PCGs) in line with the draft SPA.

6.4. Award and Contract Execution

Upon Ecopetrol's selection of a binding offer, the parties shall promptly proceed to execute the SPA, completing only the mechanical finalization of schedules and annexes as needed. The selected binding offer is irrevocable, and the seller (the selected Participant) is expected to execute the SPA accordingly.

7. Terminal Technical Information

The Technical Information Package will be provided to qualified Participants in Phase 2 and is subject to the confidentiality obligations set out in the NDA. The Technical Information Package will include the technical, operational, HSSE and compatibility requirements applicable to deliveries DES Buenaventura, and shall be used by Participants solely for the preparation of their binding offers and for evaluating alignment with the draft SPA.

8. Legal and compliance provisions

8.1. Confidentiality

All information provided by Ecopetrol is confidential and subject to the NDA. Disclosure is permitted only as allowed therein and by applicable law.

8.2. Anti-Corruption and Compliance

Participants must comply with applicable anti-corruption, anti-money laundering, and competition/antitrust laws and regulations.

8.3. Costs

Each Participant bears its own costs and expenses related to the Process. Ecopetrol shall have no obligation to reimburse any costs, including in case of Process amendment, suspension, or cancellation.

8.4. Rights Reserved by Ecopetrol

Ecopetrol reserves the right to: (i) accept or reject any submission; (ii) request clarifications or additional information; (iii) make no award or declare the Process void at its sole discretion and without explanations; or (iv) amend the Process (including timelines).

8.5. Conflict of Interest

Participants must disclose any actual or potential conflict of interest related to the Process. Ecopetrol may impose measures or disqualify the Participant at its discretion.

8.6. Data Protection

Participants shall process any personal data shared in connection with the Process in compliance with applicable data protection laws and the NDA.

8.7. Best Price Matching Right (ROFN)

8.7.1. **Scope.** Ecopetrol notifies Participants that a company holds a contractual right of first negotiation/matching with respect to Ecopetrol's intended award under this tender (the "Matching Right"), as per a separate agreement in force between Ecopetrol and the company.

8.7.2. **Mechanism (Price Match).** If, after the Phase 2 evaluation, Ecopetrol intends to proceed with an award based on a best evaluated price formula, Ecopetrol may notify the company of such price formula for the sole purpose of enabling the company to match that price formula. The company shall have up to thirty (30) calendar days from such notice (the "Match Window") to provide its written acceptance to match the price formula. For clarity, the Matching Right is limited to price and does not oblige Ecopetrol to disclose the Participant's identity or other confidential terms beyond what is strictly required to implement the price-match.

8.7.3. **Outcome.**

(a) If Match: Should the company accept in writing within the Match Window and otherwise meet standard award conditions, Ecopetrol may award to the company at the matched price formula.

(b) If No Match (Expiry): If the company does not match within the thirty (30) calendar days, the Matching Right expires for the company, and Ecopetrol may proceed with the intended award under this tender.

8.7.4. **Confidentiality.** Ecopetrol will handle Participants' information in accordance with the NDA and applicable law. Any disclosure related to the Matching Right shall be strictly limited to what is necessary to implement the price-match mechanism.

8.7.5. **No Liability.** Participants acknowledge that the Matching Right is a pre-existing contractual arrangement of Ecopetrol. Ecopetrol's compliance with this clause shall not give rise to indemnity or liability.

9. Bid Instructions

9.1. Phase 1 – Eligibility (Binding Instructions)

• EOI Package: Each Participant must submit one (1) Expression of Interest (EOI) using the template provided in Annex A, enclosing the following mandatory documents:

- (i) Executed NDA (Annex B);
- (ii) Completed and signed KYC / Reputational Due Diligence Form (Annex C); and

(iii) Experience Disclosure required under Section 3.3, either within the EOI itself or as a separate attachment.

- Twelve-Month Exception: If the same legal entity already executed the NDA and completed the KYC within the last Twelve (12) months, resubmission is not required, unless a different Participant or affiliate within the group will submit the binding offer in Phase 2. Ecopetrol will formally notify Participants admitted to Phase 2.

Notwithstanding the Twelve -Month Exception regarding the NDA and the KYC / Reputational Due Diligence Form, all Participants are required to submit a duly signed EOI using the template in Annex A.

The EOI is a mandatory and non-waivable requirement for Phase 1 eligibility. Participants covered by the Twelve -Month Exception are exempt only from re-submitting the NDA and/or the KYC forms, but they are not exempt from submitting the EOI itself.

- Entity Consistency: The legal entity submitting the EOI (NDA, KYC and Experience Disclosure) must be the same that submits the Phase 2 binding offer.
- Ecopetrol's Discretion: Ecopetrol will assess EOI submissions and is not required to provide explanations to Participants not admitted to Phase 2.

9.2. Phase 2 – Binding Bid Submission (Binding Instructions)

- Submission Requirements: Submit one (1) binding offer using Ecopetrol's standardized Binding Offer Form (BOF) (Annex G) and, if permitted under Section 6.2, a single consolidated Deviations Log in editable format (form to be indicated by Ecopetrol).
- Format & Channel: English language; submit by email to LNGtenderbuenaventura@ecopetrol.com.co by the deadline in Section 2.2, attaching: (a) a PDF of the duly signed BOF (Annex G), (b) an editable copy of the BOF (Word or Excel), and (c) the Deviations Log in editable format, if applicable.

Subject line: "LNG DES Buenaventura – Binding Offer – [Participant Name]".

Only one binding offer per Participant will be accepted, unless Ecopetrol expressly authorizes otherwise in writing.

- Validity: Each binding offer must remain valid for forty-five (45) calendar days from the submission deadline (see Section 4.4).
- Right to Reject: Ecopetrol may reject any offer not meeting these instructions.

10. Annexes

The following annexes form an integral part of this Bid Document. In the event of inconsistency, the most recent written clarification or addendum issued by Ecopetrol shall prevail over earlier versions of these annexes.

- **Annex A – Expression of Interest (EOI) Template**
Standardized form to be used in Phase 1 – Eligibility. See Sections 2.1, 2.2, 2.3 and 3.1.
- **Annex B – Non-Disclosure Agreement (NDA)**
NDA to be executed and submitted as part of the EOI Package. See Sections 2.1 and 3.1.
- **Annex C – Reputational Due Diligence / KYC Form**
KYC form to be completed and signed as part of the EOI Package. See Section 3.1.
- **Annex D – Technical Information Package Index**
Index of the technical, operational and HSSE documentation for the receiving and storage terminal in Buenaventura. The full Technical Information Package will be provided only to qualified Participants in Phase 2. See Section 7.
- **Annex E – Draft Sale and Purchase Agreement (SPA)**
Contractual template governing the LNG purchase. See Section 6 (Contractual Framework).
- **Annex F – Q&A Procedure**
Instructions for submitting questions and receiving written clarifications/addenda, including format, timelines and designated email. See Sections 2.2 and 2.4.
- **Annex G – Binding Offer Form (BOF)**
Standardized form to submit the Phase 2 binding offer, including the five required variables (Price Formula, Seller’s Failure to Deliver percentage cap, Financial Guarantees requested from Ecopetrol S.A., Payment Terms, and Port Charges allocation), signature block and validity acknowledgment. See Sections 2.5, 4.2, 4.3 and 5.1.

Versioning of Annexes. Ecopetrol may issue revised versions of one or more annexes by written clarification or addendum. Participants shall ensure their submissions always reflect the latest version in force as of the relevant submission deadline.



Annex A – Expression of Interest (EOI) Template

(To be submitted on the Participant's official letterhead and delivered by email as a PDF attachment)

The Expression of Interest (EOI) Template required for Phase 1 – Eligibility is available as a separate document at the same online location where this Bid Document has been published.

Participants shall download the EOI Template from the publication link, complete it in full, sign it (by a duly authorized legal representative), and submit it as part of the EOI Package in accordance with Section 3.1.

Only the version of the EOI Template available at the publication link shall be considered valid for this Process.



Annex B – Non-Disclosure Agreement (NDA)

The Non-Disclosure Agreement (NDA) required for Phase 1 – Eligibility is available at the same online location where this Bid Document has been published.

Participants shall download the NDA from the publication link, execute it (signed by a duly authorized legal representative), and submit it as part of the EOI Package in accordance with Section 3.1.



Annex C – Reputational Due Diligence / KYC Form

The Reputational Due Diligence / Know-Your-Counterparty (KYC) Form required for Phase 1 – Eligibility is available at the same online location where this Bid Document has been published.

Participants shall download the KYC Form from the link provided in the publication site, complete it in full, sign it, and submit it as part of the EOI Package in accordance with Section 3.1.

Only the version of the KYC Form available at the publication link shall be considered valid for this Process.

Annex D – Technical Information Package Index

1. Purpose

This Annex outlines the access conditions and the high-level index of the Technical Information Package applicable to deliveries DES Buenaventura. The full Package will be provided only to qualified Participants in Phase 2 (see Sections 2.1, 2.2 and 7).

2. Availability and Channel

- **Availability:** The Technical Information Package will be released on the Phase 2 start date stated in Section 2.2 (Tentative Timeline).
- **Channel & Formats:** Ecopetrol will provide access by secure electronic means (data room or secure email), in read-only PDF and, where pertinent, editable formats (e.g., spreadsheets/templates) to the contact of record.



Annex E – Draft Sale and Purchase Agreement (SPA)

1. Purpose

This Annex sets out the conditions and instructions for accessing and using the draft Sale and Purchase Agreement (SPA) applicable to this Process. The full text of the draft SPA will be provided only to qualified Participants in Phase 2 (see Sections 2.1, 2.2 and 7).

2. Availability and Channel

- **Availability:** The draft SPA will be released on the Phase 2 start date indicated in Section 2.2 (Tentative Timeline).
- **Channel:** Ecopetrol will provide the draft SPA by secure electronic means (e.g., data room or direct email to the contact of record).
- **Format:** One clean (PDF) and one editable (Word) version.

Annex F – Q&A Procedure

1. Purpose

This Annex sets out the procedure for submitting questions and receiving written responses regarding the Bid Document, the Process, the Technical Information Package, and the draft SPA. All Participants must comply strictly with this procedure.

2. Communication Channel

All questions must be submitted exclusively by email to:

LNGtenderbuenaventura@ecopetrol.com.co

Subject: "Clarifications and Comments – [Participant Name]".

No other communication channel is permitted.

3. Deadline for Submitting Questions

Questions must be submitted no later than the deadline indicated in Section 2.2 (Tentative Timeline). Questions submitted after the deadline will not be considered.

4. Format of Questions

Participants shall submit a single document (PDF or Word) containing their questions, using the following structure:

No.	Document	Section / Annex	Clause / Figure / Table	Question / Comment	Rationale (optional)
1	[e.g., Technical Information Package]	[e.g., Section 4.2 / Annex G]	[e.g., Clause 4.2(ii)]	[State the question clearly and concisely.]	[Explain why the clarification is needed.]
2	[•]	[•]	[•]	[•]	[•]
N	[•]	[•]	[•]	[•]	[•]

Questions must be clear, concise, and tied to specific clauses, sections, tables, or annexes.

5. Consolidated Responses

Ecopetrol will issue Consolidated Q&A Responses on the date indicated in Section 2.2. Responses will be issued in writing and shared simultaneously with all Participants. Consolidated Q&A Responses will not disclose the identity of the Participant that submitted any specific question. The Consolidated Q&A Responses form an integral part of this Bid Document.

6. Addenda

If a clarification requires modifying the Bid Document, Ecopetrol may issue an Addendum. Addenda override any previous versions of the affected sections. Participants must ensure that their Binding Offers reflect all Addenda in force as of the submission deadline.

7. No Individual Interpretations



Ecopetrol will not provide individual or verbal responses. Only the Consolidated Q&A Responses and Addenda are considered official and binding.

8. Scope of Responses

Ecopetrol may, at its discretion:

- group or rephrase questions,
- provide partial responses,
- decline to answer questions that are out of scope, commercially sensitive, repetitive, previously answered, or that relate to internal evaluation methodologies.

9. Confidential Information

Participants must not include confidential or commercially sensitive information in their questions. Ecopetrol's responses will be shared with all Participants, and will not attribute questions to any specific Participant. Ecopetrol will not be responsible for redacting information improperly included by a Participant.

10. Binding Nature

Participants acknowledge that all Q&A Responses and Addenda are binding and must be reflected in their Binding Offers.

11. No Liability

Ecopetrol shall not be liable for any interpretation or conclusion drawn by a Participant from the Bid Document, the Q&A Responses, or any communication unless expressly stated in writing by Ecopetrol.



Annex G – Binding Offer Form (BOF)

(To be completed by the Participant and submitted as per Section 4.3 of the Bid Document)

Tender: LNG DES Buenaventura – Ecopetrol S.A.

Document: Binding Offer Form (BOF) – Annex G

Submission channel: LNGtenderbuenaventura@ecopetrol.com.co

Subject line: "LNG DES Buenaventura – Binding Offer – [Participant Name]"

Deadline: As indicated in Section 2.2 (Timeline)

1. Participant Identification

- **Legal name (bidding entity):** [•]
- **Country of incorporation / Registration No.:** [•]
- **Registered address:** [•]
- **Authorized signatory (name and title):** [•]
- **Contact for notices (name / email / phone):** [•]

Entity Consistency Statement:

We confirm that the entity identified above is the same legal entity that submitted the EOI (Annex A) and executed the NDA (Annex B) and completed the KYC (Annex C), in accordance with Sections 3.1 and 3.2.

2. Binding Offer – Required Variables (Mandatory)

2.1 Price Formula offered to Ecopetrol S.A.

- **Indexation:** Henry Hub marker
- **Constant / Premium / Discount (if any):** [•]
- **Percentage on index:** [•]
- **Applicability:** This price formula applies for the entire Contract Term, aligned with Section 2.5 (Key Tender Requirements).

2.2 Seller's Failure to Deliver (Compensation Percentage)

- **Percentage / Cap:** [•]

2.3 Financial Guarantees requested from Ecopetrol S.A.

- **Open credit acceptable:** [Yes / No]
- **If credit support requested, specify:**
 - **Type:** [SBLC / PCG / Other]
 - **Amount / Formula:** [•]
 - **Issuer / Ratings (if applicable):** [•]

- **Other conditions:** [•]

Ecopetrol's preference is open credit (see **Section 6.3**). Requests for credit support will be analyzed and evaluated by Ecopetrol.

2.4 Payment Terms offered to Ecopetrol S.A.

- **Term:** [e.g., Net [•] days after B/L or discharge]
- **Currency:** USD

2.5 Allocation of Port Charges at the Discharge Terminal

- **Who pays port charges:** [Seller / Buyer]
- **Cap (if proposed):** [•]
- **Clarifications / assumptions:** [•]

3. Confirmations & Compliance

- **3.1 Technical & Operational:** We confirm compliance with the Technical Information Package requirements (compatibility, HSSE, vessel constraints, LNG quality), as issued by Ecopetrol for **Phase 2**.
- **3.2 SPA Alignment:** We accept the **draft SPA** as provided by Ecopetrol, subject only to the deviations (if any) submitted in accordance with **Section 6.2**.
- **3.3 Deviations Log (if permitted):**
 - **Submitted:** [Yes / No]
 - **Notes:** [•]
- **3.4 Offer Singularity:** We acknowledge that **only one Binding Offer** per Participant is allowed, unless Ecopetrol authorizes otherwise in writing (see **Section 4.3**).

4. Validity, Binding Nature & ROFN Acknowledgment

- **4.1 Offer Validity:** This Binding Offer is valid for forty-five (45) calendar days from the bid submission deadline (Section 4.4).
- **4.2 Binding & Irrevocable:** This BOF constitutes a binding and irrevocable offer for the validity period, subject to SPA execution if awarded.
- **4.3 Best Price Matching Right (ROFN):** We acknowledge the best-price matching right described in Section 8.8, under which the company may have up to thirty (30) calendar days to match the best evaluated price. If no match occurs within that period, Ecopetrol may proceed with the intended award.

5. Attachments Checklist (to be submitted with the BOF)

- **(a) PDF of this signed BOF (Annex G) — Mandatory**



- **(b) Editable file** of the BOF (**Word**) — **Mandatory**
- **(c) Deviations Log** in editable format (if permitted under **Section 6.2**) — [Yes / No]
- **(d)** Any additional supporting documentation referenced in **Section 2** — [Yes / No]

Submission channel & subject: As per Section 4.3:
Email: LNGtenderbuenaventura@ecopetrol.com.co

Subject: "LNG DES Buenaventura – Binding Offer – [Participant Name]"

6. Authorized Signature

For and on behalf of: **[Participant Legal Name]**

Name: **[•]**

Title: **[•]**

Date: **[•]**

Signature: