BID DOCUMENT

BID DOCUMENT FOR LNG TENDER ON A DELIVERED EX SHIP (DES) BASIS – PUERTO BAHIA, CARTAGENA, COLOMBIA

ECOPETROL S.A.

("ECP")

Table of contents

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") Puerto Bahia basis (as further defined in the SPA) (the "Process").

1.2. Scope

The Process comprises three phases: (i) Phase 1 – Eligibility (Expression of Interest), (ii) Phase 2 – Binding Bid Submission and (iii) Phase 3 – Negotiation Period and Final Offer 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.

• Phase 3 - Negotiation Period and Final Offer Submission: Following receipt of Binding Offers, Ecopetrol may, at its sole discretion, conduct a negotiation process focused on the Price Formula and the commercial matters offered by Participants. Upon completion of such negotiation process, Participants shall submit a Final Binding Offer in accordance with Ecopetrol's instructions.

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	July 09, 2026	Public release of the Bid Document on Ecopetrol's website.
KYC Submission	July 15, 2026 before 17:00 (COT)	Participant shall submit the duly filled and signed KYC format annexed in this Bid Document (Annex C).
EOI Submission Deadline (Phase 1)	July 17, 2026 – before 11:00 (COT)	Participants submit one (1) EOI (Annex A) with NDA (Annex B) and Experience Disclosure (Section 3.3). Email: LNGtenderpuertobahia@ecopetrol.com.co. Subject: "LNG DES Puerto Bahia – EOI – [Participant Name]".
Eligibility Review & Notification	July 22, 2026	Ecopetrol reviews EOI packages and notifies Participants admitted to Phase 2.
Distribution of Technical Information Package and Draft SPA	July 23, 2026	Distributed only to qualified Participants.
Clarifications Window (Phase 2) – Questions	July 23 – August 04, 2026 –	Participants submit questions per Annex F – Q&A Procedure. Email: LNGtenderpuertobahia@ecopetrol.com.co.

send by Participants	before 15:00 (COT)	Subject: *"Clarifications and Comments – [Participant Name]"*.
Publication of answers and notification of Incremental Quantities	August 18, 2026	Ecopetrol will publish consolidated responses and, if applicable, communicate the incremental quantity that may be incorporated into the Contract Quantity.
Binding Offer Submission (Phase 2)	August 24, 2026 – before 11:00 (COT)	Participants submit one (1) Binding Offer using the BOF (Annex G): (a) PDF signed, (b) editable file (Word/Excel), and (c) a marked-up version of the SPA showing all proposed revisions through track changes, if applicable. Email: LNGtenderpuertobahia@ecopetrol.com.co. Subject: "LNG DES Puerto Bahia – Binding Offer – [Participant Name]".
Evaluation Period	August 25 – 28, 2026	Ecopetrol conducts comparative evaluation (Section 5) and reviews SPA deviations (Section 6.2). Clarifications may be requested.
Negotiation Period	August 31 – September 04, 2026	Ecopetrol may discuss with Participants possible improvements to the commercial and contractual terms contained in their Binding Offers. Such discussions shall not permit deterioration of the original Binding Offer.
Offer Validity Period	Until September 9, 2026	
Final Offer Submission	September 07, 2026	Participants shall submit their Final Offers in accordance with Section 5.5.
Notification of Award	September 08, 2026	Ecopetrol communicates award decision.
SPA Execution	September 08 – 22, 2026	Execution of SPA by Ecopetrol and the selected Participant.
Expected Start of Deliveries	December 2026 - January 2027	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:

LNGtenderpuertobahia@ecopetrol.com.co | Subject: "LNG DES Puerto Bahia – 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 Puerto Bahia 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	The Contract Term shall correspond to the period covered by the Contract Quantities Schedule set forth in Annex H.
Expected Start Date	December 2026 - January 2027
Pricing Basis	Henry Hub–indexed formula; Participant shall submit a single price formula applicable for the entire Contract Term.
Contract Quantities	The Contract Quantities applicable to this Process are set forth in Annex H (Contract Quantities Schedule), which forms an integral part of this Bid Document. Annex H includes the detailed schedule of Contract Quantities, together with the applicable volume profiles, assumptions, confirmation mechanisms and related notes. Contract Quantities may include Firm Contract Quantities, Potential Quantities, Specific-Term Quantities and Incremental Quantities, as further described in Annex H. Participants shall prepare and submit their Binding Offers and, where applicable, their Final Binding Offers based on the Contract Quantities set forth in Annex H. Incremental Quantities, if any, shall be confirmed in accordance with Section 2.2 (Tentative Timeline) and the provisions set forth in Annex H.
Delivery Point	DES Puerto Bahia, Cartagena, Colombia
Delivery Terms	Delivered Ex-Ship ("DES"), as defined in the SPA.
Cargo Size	For information purposes, the FSRU has an LNG storage capacity of approximately 148,849 m^3, corresponding to ninety-eight point five percent (98.5%) of its maximum storage capacity. Additional technical information regarding the terminal and the FSRU will be provided as part of the Technical Information Package.

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.

Existing NDA Status:

Participants that maintain a currently valid NDA with Ecopetrol specifically covering LNG purchase and sale activities shall not be required to execute a new NDA for purposes of this Process.

Mandatory KYC Submission:

All Participants are required to submit a duly completed and signed KYC / Reputational Due Diligence Form (Annex C) as part of their EOI Package, irrespective of any previous KYC process completed with Ecopetrol.

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 and a duly completed and signed KYC / Reputational Due Diligence Form (Annex C), even if they qualify for the NDA exception described above. 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 Puerto Bahia, which would include the information related to the FSRU; (ii) the draft SPA applicable to this Process and (iii) the Firm Quantities and Incremental Quantities. 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 submit a marked-up version of the SPA showing all proposed revisions using track changes.

4.3. Submission Method

Binding offers must be submitted in English, by email to LNGtenderpuertobahia@ecopetrol.com.co, by the deadline in Section 2.2, attaching: (a) a PDF of the duly signed BOF (Annex G), plus (b) the marked-up version of the SPA, if applicable.
Subject line: "LNG DES Puerto Bahia – 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 until the date mentioned in the Tentative Timeline (see Section 2.2).

5. Phase 3 – Negotiation Period and Final Offer Submission

5.1. Purpose

Following receipt of Binding Offers, Ecopetrol may, at its sole discretion, conduct a Negotiation Period with Participants.

The purpose of the Negotiation Period is to allow Ecopetrol to seek improvements to the commercial and contractual terms offered by Participants while preserving the integrity and competitiveness of the Process.

5.2. Negotiation Scope

The Negotiation Period may include discussions regarding commercial and contractual matters contained in the Binding Offer and the SPA.

Such matters may include, without limitation:

(a) Price Formula;

(b) Financial Guarantees and credit support arrangements;

(c) Payment Terms;

(d) Seller's Failure to Deliver provisions;

(e) Allocation of port charges;

(f) SPA deviations submitted during Phase 2; and

(g) Any other commercial or contractual matter that Ecopetrol considers relevant for evaluation purposes.

No new SPA deviations may be introduced during the Negotiation Period. Discussions regarding SPA deviations shall be limited to those deviations previously submitted as part of the Participant's Binding Offer.

5.3. Ecopetrol's Discretion

Ecopetrol may, at its sole discretion:

(a) conduct or not conduct a Negotiation Period;

(b) hold one or more negotiation meetings or discussions;

(c) request clarifications regarding any commercial or contractual matter;

(d) discuss some or all elements of a Binding Offer;

(e) suspend, continue or terminate negotiations at any time; and

(f) request Final Offers from Participants.

5.4. No deterioration Principle

Any revised proposal or Final Offer submitted during the Negotiation Period must be equal to or more favorable to Ecopetrol than the original Binding Offer.

Under no circumstances may any revised proposal or Final Binding Offer result in a commercial or contractual position that is less favorable to Ecopetrol than the original Binding Offer submitted by the Participant.

5.5. Final Offer Submission

Upon completion of the Negotiation Period, Participants shall submit a Final Binding Offer in accordance with Ecopetrol's instructions and within the deadline established in the Timeline.

The Final Binding Offer shall reflect the Participant's best and final commercial and contractual proposal resulting from the Negotiation Period.

The Final Binding Offer shall be submitted by email to LNGtenderpuertobahia@ecopetrol.com.co in accordance with the deadline established in Section 2.2 (Tentative Timeline) for the Final Binding Offer Submission and shall include:

(a) an updated Binding Offer Form (BOF), duly signed by an authorized representative of the Participant; and

(b) any updated commercial or contractual documentation specifically requested by Ecopetrol during the Negotiation Period.

For the avoidance of doubt, any Final Binding Offer submitted by a Participant may not be less favorable to Ecopetrol than such Participant's original Binding Offer.

5.6. Survival of Original Binding Offer and No Mandatory Revisions

Unless replaced by a more favorable Final Offer, the original Binding Offer shall remain valid, binding and enforceable throughout the Negotiation Period and until expiration of the Offer Validity Period.

A Participant shall not be required to modify its original Binding Offer during the Negotiation Period.

Where a Participant elects not to submit revisions, the original Binding Offer shall remain in full force and effect for purposes of evaluation and award.

5.7. Evaluation of Final Offers

Ecopetrol may evaluate the original Binding Offers, the discussions held during the Negotiation Period and the Final Offers submitted by Participants when making its award decision.

5.8. No Obligation to Award

The conduct of a Negotiation Period, the exchange of proposals or the submission of Final Offers shall not create any obligation on Ecopetrol to make an award, execute a SPA or continue negotiations with any Participant.

6. Evaluation Criteria

6.1. 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.

6.2. 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.

6.3. 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.

7. Contractual Framework

7.1. 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.

7.2. SPA Mark-Up Procedure

Participants may propose revisions to the draft SPA provided by Ecopetrol.

Any Participant proposing revisions to the draft SPA shall submit a marked-up version of the SPA showing all proposed revisions through track changes.

The marked-up SPA shall constitute the Participant's contractual position for purposes of evaluation and any subsequent discussions during the Negotiation Period.

Ecopetrol may accept, reject or further discuss any proposed revision at its sole discretion.

7.3. No new SPA revisions may be introduced during the Negotiation Period. Discussions regarding SPA revisions shall be limited to those previously submitted as part of the Participant's Binding Offer.

7.4. 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.

7.5. Award and Contract Execution

Upon Ecopetrol’s selection of a binding offer, the parties shall promptly proceed to execute the SPA. The selected binding offer is irrevocable, and the seller (the selected Participant) is expected to execute the SPA accordingly.

The selected Participant shall execute the SPA substantially in the form submitted during the Binding Offer phase and as subsequently improved through the Final Offer, if applicable.

8. 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 Puerto Bahia, and shall be used by Participants solely for the preparation of their binding offers.

9. Legal and compliance provisions

9.1. Confidentiality

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

9.2. Anti-Corruption and Compliance

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

9.3. 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.

9.4. 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; (iv) amend the Process (including timelines); (v) conduct or not conduct a Negotiation Period; (vi) request Final Binding Offers; and (vii) confirm or not confirm Incremental Quantities.

9.5. 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.

9.6. Data Protection

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

10. Bid Instructions

10.1. 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.

• Existing LNG NDA Status:

Participants that currently maintain a valid and effective NDA with Ecopetrol specifically covering LNG purchase and sale activities are not required to execute and submit a new NDA for purposes of this Process.

All Participants are required to submit a duly completed and signed KYC / Reputational Due Diligence Form (Annex C) as part of the EOI Package, irrespective of any previous KYC process completed with Ecopetrol. Notwithstanding the foregoing, all Participants are required to submit a duly signed Expression of Interest (EOI) using the template provided in Annex A.

The EOI is a mandatory and non-waivable requirement for Phase 1 eligibility. Failure to submit the EOI shall result in automatic ineligibility for Phase 2 of the Process.

Ecopetrol reserves the right to request updated NDA, KYC or supporting documentation at any time during the Process if deemed necessary.

• 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.

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

• Submission Requirements: Submit one (1) binding offer using Ecopetrol's standardized Binding Offer Form (BOF) (Annex G). Any Participant proposing revisions to the SPA shall submit a complete redline version of the SPA showing all proposed revisions through track changes.

• Format & Channel: English language; submit by email to LNGtenderpuertobahia@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) a marked-up version of the SPA showing all proposed revisions through track changes, if applicable.

Subject line: "LNG DES Puerto Bahia – 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 until the date mentioned in the Tentative Timeline (see Section 2.2).

• Right to Reject: Ecopetrol may reject any offer not meeting these instructions.

10.3. Phase 3 – Negotiation Period and Final Offer Submission (Binding Instructions)

• Participation in Negotiations: Participants invited by Ecopetrol to participate in the Negotiation Period shall comply with the instructions communicated by Ecopetrol for purposes of scheduling meetings, submitting clarifications and exchanging proposals.

• Scope of Discussions: Any negotiations conducted during Phase 3 shall be limited to the commercial and contractual matters permitted under Section 5 (Phase 3 – Negotiation Period and Final Offer Submission).

• Final Binding Offer: Where requested by Ecopetrol, Participants shall submit a Final Binding Offer in accordance with Section 5 and the deadline established in Section 2.2 (Tentative Timeline).

• Supporting Documentation: The Final Binding Offer shall include the documentation required under Section 5.5 and any other information specifically requested by Ecopetrol during the Negotiation Period.

• No Deterioration Principle: Any Final Binding Offer submitted by a Participant may not be less favorable to Ecopetrol than such Participant's original Binding Offer.

• Survival of Original Binding Offer: Unless replaced by a more favorable Final Binding Offer, the Participant's original Binding Offer shall remain valid and binding throughout the Negotiation Period and until expiration of the Offer Validity Period.

11. 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 Puerto Bahia. 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.
- **Annex H – Contract Quantities Schedule** Detailed schedule of Contract Quantities applicable to the Process, including volume profiles, assumptions, confirmation mechanisms and related notes for Firm Contract Quantities, Potential Quantities, Specific-Term Quantities and Incremental Quantities.

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 Puerto Bahia. 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:

LNGtenderpuertobahia@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 (Excel) 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 Puerto Bahia – Ecopetrol S.A.
Document: Binding Offer Form (BOF) – Annex G
Submission channel: LNGtenderpuertobahia@ecopetrol.com.co
Subject line: *"LNG DES Puerto Bahia – 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:** [•]

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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 SPA red line (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**).

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4. Validity & Binding Nature

4.1 Offer Validity: This Binding Offer is valid until the date mentioned in the Tentative Timeline (see Section 2.2).

- **4.2 Binding & Irrevocable:** This BOF constitutes a binding and irrevocable offer for the validity period, subject to SPA execution if awarded.
- **4.3 Final Offer Limitation:** The Participant acknowledges and agrees that any Final Offer submitted during the Negotiation Period may not be less favorable to Ecopetrol than the original Binding Offer submitted pursuant to this Process.
- **4.4 Survival of Original Binding Offer:** Unless replaced by a more favorable Final Offer, the original Binding Offer shall remain valid, binding and enforceable throughout the Negotiation Period and until expiration of the Offer Validity Period.

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) SPA Red line** 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: LNGtenderpuertobahia@ecopetrol.com.co

Subject: "**LNG DES Puerto Bahia – Binding Offer – [Participant Name]**"

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6. Authorized Signature

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

Signature:

Annex H – Contract Quantities Schedule

1. Purpose

This Annex sets forth the Contract Quantities applicable to the LNG DES Puerto Bahia procurement process, including Firm Contract Quantities, Potential Quantities, Specific-Term Quantities and Incremental Quantities, expressed as average daily quantities of Natural Gas (MMBtu/day).

Participants shall prepare and submit their Binding Offers and, where applicable, their Final Binding Offers based on the Contract Quantities set forth in this Annex.

For the avoidance of doubt, all Contract Quantities set forth in this Annex are expressed as average daily quantities of regasified natural gas (MMBtu/day). Participants shall determine the corresponding LNG quantities required to satisfy such natural gas delivery requirements.

Table H-1 – Firm Contract Quantities

Average Daily Quantity (Mmbtu/day)	01 Dec 2026 - 31 Dec 2026	01 Jan 2027 - 31 Dec 2027	01 Jan 2028 - 31 Dec 2028	01 Jan 2029 - 31 Dec 2029	01 Jan 2030 - 31 Dec 2030	01 Jan 2031 - 31 Dec 2031	01 Jan 2032 - 31 Dec 2032	01 Jan 2033 - 31 Nov 2033
Firm Quantities	85,994	86,835	102,659	173,649	153,530	97,347	95,976	95,976

Note to Table H-1: Firm Contract Quantities are supported by executed downstream natural gas sales agreements. The corresponding downstream demand is obligated to take, or pay for, not less than ninety-five percent (95%) and up to one hundred percent (100%) of the contracted quantities.

Table H-2 – Potential Quantities

Average Daily Quantity (Mmbtu/day)	01 Dec 2026 - 31 Jan 2027
Potential Quantities	20,000

Note to Table H-2: These quantities are subject to confirmation on September 15, 2026. If confirmed, such quantities shall be incorporated into the Contract Quantities and shall become firm obligations under the SPA. The corresponding downstream natural gas purchaser shall be obligated to take, or pay for, not less than ninety-five percent (95%) and up to one hundred percent (100%) of the confirmed quantities. The expected delivery period for such quantities is from December 1, 2026 through January 31, 2027.

Table H-3 – Specific-Term Quantities

Average Daily Quantity (Mmbtu/day)	01 Feb 2027 - 31 May 2027
Specific-Term Quantities	20,000

Note to Table H-3: These quantities correspond to a limited-volume requirement applicable during the period from February 1, 2027, through May 31, 2027. Such quantities form part of the Contract Quantities solely for the period indicated above and shall not apply thereafter.

Table H-4 – Incremental Quantities

Average Daily Quantity (Mmbtu/day)	01 Dec 2026 - 31 Dec 2026	01 Jan 2027 - 31 Dec 2027	01 Jan 2028 - 31 Nov 2028
Incremental Quantities	20,006	30,832	29,919

Note to Table H-4: The Incremental Quantities set forth in Table H-4 are subject to confirmation by Ecopetrol in accordance with Section 2.2 (Tentative Timeline). Ecopetrol shall communicate, on the date identified as "Publication of Answers and Notification of Incremental Quantities", whether such quantities will be incorporated, in whole or in part, into the Contract Quantities. Any Incremental Quantities confirmed by Ecopetrol shall thereafter constitute Firm Contract Quantities under the SPA.