

Terms of Reference

To conclude a consultancy contract

**to prepare a Strategic and Business Plan for the period of 2026-2031 for
EMPRESA DE TRANSPORTES AÉREOS DE CABO VERDE, SA (TACV,
SA)**

TERMS OF REFERENCE

Consultancy Services Contract No. 1/2025

Preparation of Strategic and Business Plan 2026-2031 for
TACV SA Cabo Verde Airlines

Terms of Reference

to conclude a consultancy contract

to prepare a Strategic and Business Plan for the period of 2026-2031 for TACV –
Cabo Verde Airlines, SA

TERMS OF REFERENCE

HIRING CONSULTANCY SERVICES NO. 1/2025

TACV – Cabo Verde Airlines, SA

Praia, Cabo Verde, July 7, 2025

TERMS OF REFERENCE
Consultancy Services Contract No. 1/2025
Preparation of Strategic and Business Plan 2026-2031 for
TACV SA Cabo Verde Airlines

GENERAL INDEX

Procedural Clauses of the Terms of Reference.....	8
1. Object.....	8
2. TACV SA, Entity that authorized the expense and Entity responsible for conducting the procedure	8
3. Procedure Documents	8
4. Jury	9
5. Clarifications and corrections to the Procedure documents	10
6. Document classification	10
7. Candidates for this procedure	11
8. Qualification of competitors and their Technical Team	12
9. Application and accompanying documents	14
10. Deadline and Method of Submission of Applications	15
11. Public Act	16
12. Analysis of Applications	17
13. Preliminary Report on the Qualification Phase	18
14. Preliminary Hearing	18
15. Final Report on the Qualification Phase	18
16. Qualification Decision and Invitation to Submit Proposals	19
17. Call for proposals.....	19
18. Method/Criteria for evaluating proposals.....	19
19. Proposal and accompanying documents.....	20
20. Deadline and method of submission of proposals.....	22
TECHNICAL CLAUSES OF THE TERMS OF REFERENCE	30
CHAPTER I.....	30
GENERAL PROVISIONS	30
GENERAL INFORMATION ABOUT THE CONSULTANCY	30
Clause 1.....	38
Object	38
Clause 2	38
Term	38
Clause 3	38
Objectives of the services to be provided.....	38
Clause 4	40
Consultant profile	40
Clause 5	41
Elements to be provided by TACV SA.....	41

TERMS OF REFERENCE
Consultancy Services Contract No. 1/2025
Preparation of Strategic and Business Plan 2026-2031 for
TACV SA Cabo Verde Airlines

Chapter II	42
Contractual obligations.....	42
Clause 6	42
Consultants' obligations	42
Clause 7	43
Place of provision of Services	43
Clause 8	43
Language of service provision	43
Clause 9	43
Technical Team	43
Clause 10	43
Personnel management	43
Clause 11	44
Service provision regime	44
Clause 12	44
Duty of good performance	44
Clause 13	44
Intellectual Property and Copyright	44
Clause 14	45
Responsibility	45
Clause 15	46
Service execution reports	46
Clause 16	46
Oversight	46
Clause 17	47
Regularization of tax and social security contributions	47
Clause 18	47
Contract Price	47
Clause 19	47
Billing and payment terms	47
Clause 20	48
Advance payment	48
CHAPTER III	49
PENALTIES AND RESOLUTION	49
Clause 21	49
Penalties	49
Clause 22	50
Resolution by TACV SA	50

TERMS OF REFERENCE
Consultancy Services Contract No. 1/2025
Preparation of Strategic and Business Plan 2026-2031 for
TACV SA Cabo Verde Airlines

Clause 23.....	51
Effects of resolution.....	51
Clause 24.....	51
Resolution by the consultant	51
Clause 25.....	52
Security deposit to guarantee advance payment.....	52
Clause 26.....	52
Execution of the Security Deposit	52
Clause 27.....	53
Expenses.....	53
CHAPTER IV	53
FINAL PROVISIONS	53
Clause 28.....	53
Object of the duty of confidentiality	53
Clause 29.....	54
Term of confidentiality obligation	54
Clause 30.....	54
Subcontracting and assignment of the contractual position by the consultant	54
Clause 31.....	55
Assignment of contractual position by TACV SA.....	55
Clause 32.....	55
Duty of Information	55
Clause 33.....	55
Communications	55
Clause 34.....	56
Dispute resolution.....	56
Clause 35.....	56
Counting deadlines	56
Clause 36.....	57
Applicable law	57
ANNEX I	58
Declaration of acceptance of the Terms of Reference	58
ANNEX II	60
Declaration of absence of impediments.....	60

COMPANY BACKGROUND & ENVIRONMENT

Basic corporate information

Transportes Aéreos de Cabo Verde SA (TACV SA) is the national airline of Cabo Verde and is owned by the state by 90,38%. TACV SA is currently a scheduled and charter passenger and cargo airline headquartered in Praia, Cabo Verde. Has historically operated inter-island services and flights to Europe, North America, South America and the western part of the African continent. Its main base has been at Praia International Airport.

History

Transportes Aéreos de Cabo Verde (TACV), SA is the first airline established in Cape Verde. Its origins lie in the Aeroclub de Cabo Verde created in 1958, which, after Cape Verde's independence in 1975, was transformed into the Autonomous Air Transport Service, under the then Ministry of Transport and Communications. In 1981, the autonomous service gave way to the public company Transportes Aéreos de Cabo Verde, EP. With privatization planned for the year 2000, the statutes were changed, and the company acquired its current form as a public limited company.

TACV was a domestic company until 1976, when it began to take on an international dimension with the opening of the Praia - Dakar route. Later, in 1985, it took the first step in structuring its intercontinental network with the launch of regular connections between Sal Island and Lisbon. In the same year, the airline also began operating to Boston, Massachusetts, USA using a McDonnell Douglas DC-10 supplied on a wet lease basis by LAM Moçambique Airlines. International flights departed from the International Airport on Sal Island until 2004. In 1996, TACV acquired its first aircraft for medium-long haul operations, a Boeing B757-200, on a long-term operating lease.

Until 1998, TACV SA was the only airline in the country until Cabo Verde Express began operating.

In 2000, TACV began flights to Brazil, linking the island of Sal to the city of Fortaleza in the north-east of that country, still using ACMI services from other airlines.

TERMS OF REFERENCE
Consultancy Services Contract No. 1/2025
Preparation of Strategic and Business Plan 2026-2031 for
TACV SA Cabo Verde Airlines

In 2004, a second Boeing B757-200 aircraft has joined the TACV S.A. fleet, replacing a B737-300, which had been introduced to the fleet in 2002.

In July 2005, after obtaining approval for ETOPS operations, TACV, SA, carried out its first transatlantic commercial operation on the Ilha do Sal - Boston route, opening a new chapter in its history.

Until January 2012, the pair of B757-200s served all of TACV S.A.'s international routes. That year, following the introduction of two B737-800s into the fleet, also on long-term operating leases, the phasing out of the first B757-200 began.

In June 2015, the airline opened two new routes, Recife (Brazil) and Providence, Rhode Island (USA), the latter replacing the Boston flight.

The privatisation of TACV was completed in March 2019, when, as a result of a partnership between the Cape Verdean state and the Icelandair Group, Loftleidir Cabo Verde acquired 51% of the shares, becoming the majority shareholder. Continuing with the privatisation, in 2019 the Cape Verdean state sold another 10% of the shares to Cape Verdean citizens in the diaspora and to the company's employees.

In March 2020, operations were completely suspended due to the COVID-19 pandemic, with the company remaining in a state of hibernation for 21 months. In July 2021, the partnership with the Icelandair Group was dissolved. The State of Cape Verde regained shareholder control and now holds 90.38 per cent of the capital. On 27 December 2021, the company timidly restarted its operations. Since July 2023 it has had two aircraft in its fleet, a B737-700 and a B737-8, and has been recovering the conditions for its stabilisation and growth.

In February 2024, in response to a request from the State of Cape Verde following the departure of the then sole operator, TACV, S.A. resumed inter-island operations, which had been discontinued in 2017 as part of the restructuring launched at that time with a view to privatisation. This re-entry into inter-island connections is temporary, and preparations are underway for the short-term transfer of this mission to LACV, a new airline wholly owned by the State of Cape Verde, which is currently in the process of being certified by the national aeronautical authority.

By 2025, the company intends to embark on its strategic transformation, with the aim of positioning itself as a benchmark in civil aviation in the Atlantic and as the pride of the Cape Verdean nation.

TERMS OF REFERENCE
Consultancy Services Contract No. 1/2025
Preparation of Strategic and Business Plan 2026-2031 for
TACV SA Cabo Verde Airlines

The State of Cape Verde has been making progress in implementing its Privatisations, Concessions and Public-Private Partnerships, in accordance with Resolution 87/2017 of 3 August, with the primary objective of reducing the State's participation as an agent in the national economy and reducing macro-budgetary risk. With the aim of reducing state participation, the Cape Verdean government is considering privatising 11 companies over the next few years, including TACV S.A.

Procedural Clauses of the Terms of Reference

1. Object

The purpose of this Procedure is to contract consultancy services, within the scope of the preparation of a Strategic and Business Plan 2026-2031, aiming the technical support and advice to TACV, as part of the implementation of Strategic and Business Plan.

2. TACV SA, Entity that authorized the expense and Entity responsible for conducting the procedure

- 2.1. TACV, S.A, with headquarters at Av. Amílcar Cabral, nº 04, CP 1, PRAIA - Santiago Island, Cabo Verde, telephone +238 3500150 and email: corporation@caboverdeairlines.com.
- 2.2. The decision to hire was adopted by the Board of Directors of TACV SA, through resolution no. ° 10/CE/2025, of 07 of July of 2025, under its own powers.
- 2.3. The competent body to authorize expenditure relating to the contract to be concluded is the Board of Directors of TACV SA, under its own powers.

3. Procedure Documents

- 3.1. This Procedure is governed by the provisions of these Terms of Reference, as well as by any other documents that form or will form an integral part of this Procedure, namely the Invitation, the presentation of proposals and any clarifications and corrections that may be provided.
- 3.2. The documents of this Procedure will be available at Av. Amílcar Cabral – nº 04, CP 1 – PRAIA-Ilha de Santiago - Cabo Verde, from the day of publication

TERMS OF REFERENCE
Consultancy Services Contract No. 1/2025
Preparation of Strategic and Business Plan 2026-2031 for
TACV SA Cabo Verde Airlines

of the announcement until the end of the deadline set for the submission of proposals, between 8 am and 5 pm, Cabo Verde time, and electronically on the public procurement portal of Cabo Verde (<http://mf.gov.cv/web/ecompras>) and on the TACV SA website (www.caboverdeairlines.com).

- 3.3. Until the deadline for submitting proposals/applications, interested parties may request copies of the documents of this Procedure from TACV SA.
- 3.4. TACV SA services will send copies of the documents in this Procedure, in a computer file, within a maximum period of 2 (two) days following receipt of the request.
- 3.5. TACV is not responsible for any delay that occurs after the copies of the documents in this Procedure have been sent.
- 3.6. It is the responsibility of interested parties to check the copies submitted under the terms of the previous numbers.

4. Jury

- 4.1. The Procedural Jury is composed of 5 (five) effective members and 2 (two) substitutes, appointed by the decision of the entity responsible for conducting the procedure.
- 4.2. The Jury is responsible for:
 - (a) Presiding over the public opening of applications;
 - (b) Decide on complaints presented at the public event;
 - (c) Carry out the analysis and evaluation of applications;
 - (d) Prepare preliminary and final report of the qualification phase;
 - (e) Conduct the preliminary hearing of candidates;
 - (f) Carry out the analysis and evaluation of proposals;
 - (g) Prepare analysis and evaluation reports of proposals;
 - (h) Propose the award.

TERMS OF REFERENCE
Consultancy Services Contract No. 1/2025
Preparation of Strategic and Business Plan 2026-2031 for
TACV SA Cabo Verde Airlines

5. Clarifications and corrections to the Procedure documents

- 5.1. Interested parties may request, in writing, clarifications regarding the proper understanding and interpretation of the documents of this Procedure, until July 28th.
- 5.2. Requests for clarification must be addressed to TACV and delivered in person or sent to the address or email address indicated in paragraph 2.1 of these Terms of Reference.
- 5.3. The requested clarifications must be provided in writing by August 4th, without identifying who requested them.
- 5.4. TACV may, on its own initiative, rectify errors or omissions in the procedure documents, up until August 4th.
- 5.5. Clarifications and corrections will be communicated to all interested parties who have requested clarifications, as well as published in a notice on the public procurement portal and on the TACV SA website.
- 5.6. The clarifications and corrections presented will become an integral part of the procedural documents to which they relate and will prevail over them in the event of any discrepancy.
- 5.7. When the corrections, regardless of the time of their communication, imply changes to fundamental aspects of the documents of the procedure, the deadline set for the submission of Applications must be extended, at least, by a period equivalent to the time elapsed from the beginning of that deadline until the communication of the corrections.
- 5.8. The extension of the deadline for submitting applications benefits all interested parties.

6. Document classification

- 6.1 During the first third of the deadline for submitting applications, the interested party may request the entity responsible for conducting the procedure to maintain confidentiality, to the extent strictly necessary, of the documents that make up the proposal, as they contain technical, industrial, commercial and other legally acceptable secrets.

TERMS OF REFERENCE
Consultancy Services Contract No. 1/2025
Preparation of Strategic and Business Plan 2026-2031 for
TACV SA Cabo Verde Airlines

- 6.2 The decision on the confidentiality request will be notified to all parties interested by the entity responsible for conducting the procedure, by the end of the second third of the deadline for submitting applications.
- 6.3 The confidentiality of proposal documents that have not been expressly authorized by the entity responsible for conducting the procedure within the period referred to in the previous number shall be considered not to have been declared.
- 6.4 If during the procedure the reasons that led to such confidentiality cease to exist, this may be lifted at any time.

7. Candidates for this procedure

- 7.1 All consultants who have the capacity to execute the contract to be awarded and who are not in any of the situations of impediment referred to in article 70 of the Public Procurement Code may be candidates or join any group in this Procedure.
- 7.2 Applications may be submitted by a group of consultants, whether individuals or legal entities, regardless of whether there is, at the time of submission of the application, any legal form of association between the members of the group.
- 7.3 Without prejudice to the legal constitution of the groups not being required at the time of submission of the proposal, all members of the group, and only these, are obliged, in the event of award, to assume the legal form permitted in the Cabo Verdean legal system, under a regime of joint liability, with a view to concluding the consultancy contract.
- 7.4 Each member of the competing group must be jointly and severally liable to TACV SA for maintaining the application and proposal, for fulfilling all obligations inherent in the submission and awarding of the proposal, and for the conclusion and execution of the contract, if applicable.
- 7.5 The entities that make up the grouping must designate a Common Representative to carry out any acts relating to this Procedure, including the signing of the Proposal, and, for this purpose, must deliver instruments of mandate issued for each of the entities that make it up.

TERMS OF REFERENCE
Consultancy Services Contract No. 1/2025
Preparation of Strategic and Business Plan 2026-2031 for
TACV SA Cabo Verde Airlines

- 7.6 Candidates should include aviation professionals with a solid track record and experience in airline advisory and consultancy services, having achieved positive results in previous consultancies.

8. Qualification of competitors and their Technical Team

- 8.1 For qualification purposes, consulting companies and/or groups must include the following specialists:

1. **Air Transport Economics and Finance / Team Leader-** bachelor's degree in Economics, Finance, or other relevant field and postgraduate qualifications in Transport Economics, Finance, Air Transport, or other relevant field. Global knowledge of aviation industry standards and trends. Experience with institutional arrangements in the transport sector, competition and access policy and solid experience in Airline Business Planning management. A solid understanding of the current airline environment and experience of working with distressed companies. Familiarity with air transport pricing, taxes, investment and financing approaches for assets and service provision. Minimum of 15 (fifteen) years of professional experience in developing countries and/or island countries (the latter will be additional, not exclusive) with sufficient knowledge and experience to be able to respond to technical questions that may arise during the assignment. And good command of Portuguese and/or English spoken and written.
2. **Legal Expert**– bachelor's degree in Law and postgraduate degree in Aeronautical Law and Contract Law. Proven experience in reviewing and drafting laws, regulations, policies and/or contracts and air transport negotiations. Good command of Portuguese and English, both spoken and written. Air Transport Planner – University degree in engineering, economics, finance or other social sciences and Minimum of 10 (ten) years of professional experience, part of which must have covered traffic network analysis, air transport demand forecasting and financial analysis. Good command of Portuguese and/or English, both spoken and written.
3. **Air Transport Planning Specialist** - University degree in engineering, economics, finance or other social sciences and Minimum of 10 (ten) years' professional experience, with relevance to market studies, operational models,

TERMS OF REFERENCE
Consultancy Services Contract No. 1/2025
Preparation of Strategic and Business Plan 2026-2031 for
TACV SA Cabo Verde Airlines

network planning, fleet planning and financial analysis. Good command of spoken and written Portuguese and/or English.

4. **Institutional/Management Specialist-** Degree in Management, Administration, Human Resources or other relevant areas. Minimum of 10 (ten) years of experience in the transportation sector related to institutional studies, corporate governance, planning, development and human resources management. Good command of spoken and/or written Portuguese and English.
5. **IT Systems Specialist-** Degree in Computer Science, Systems Design or other relevant IT discipline related to airline management systems. Demonstrated experience of at least 10 (ten) years in practical project management and IT roles in the area of airline management systems. Strong knowledge of modern technologies and practices applicable to the different areas of airline management, namely Distribution, Internet Booking Engine (IBE), Revenue Management, Financial Management, Resource Management, Maintenance and Operations Management, Market Management and Sales. Experienced technology professional in the aviation industry. Good command of Portuguese and/or English, spoken and written.
6. **Marketing and Communication Specialist-** Degree in Business Administration, Marketing, Communications or other relevant disciplines. The consultant must have a minimum of 7 (seven) years of experience in marketing/communications, customer/stakeholder outreach, business strategy development and digital technologies, preferably with knowledge and experience of the aviation industry.

Fulfillment of the minimum technical capacity requirements will be demonstrated by assessing the documents referred to in points a) to e) of point 9.1 and following.

- 8.2 Only qualified bidders in the qualification phase will be invited to submit bids.
- 8.3 The candidate Consulting Firm may use the technical capacity of other entities, if it demonstrates that it will have the necessary resources, by presenting a declaration of commitment signed by the entities in question.

TERMS OF REFERENCE
Consultancy Services Contract No. 1/2025
Preparation of Strategic and Business Plan 2026-2031 for
TACV SA Cabo Verde Airlines

9. Application and accompanying documents

9.1 The application consists of the following elements:

- (a) Bidder's declaration of acceptance of the Terms of Reference, drawn up in accordance with the model set out in Annex I to these Terms of Reference;
- (b) Declaration of absence of impediments, drawn up in accordance with the model contained in Annex II to these Terms of Reference or drawn up in accordance with Annex IV of the Public Procurement Code;
- (c) Documents intended to qualify candidates to demonstrate technical capacity requirements;
- (d) Powers of attorney and instruments of mandate, including, if applicable, those referred to in point 7.7;
- (e) Any other documents that the candidate presents as he/she considers them essential.

9.2 If the application is submitted by a group, the following documents must also be submitted:

- (a) Identification of the members of the group, and their respective addresses or headquarters, as well as, in the case of legal entities, the identification of the legal representatives;
- (b) Documents proving the powers of representation of the representatives of each of the members of the group and/or the common representative of the group and identification of the latter;
- (c) Description of the technical qualities of each member of the group;
- (d) Reference to the fact that each member of the group is jointly and severally liable with the other members of the group, before TACV SA, for maintaining the application and fulfilling the obligations arising therefrom;

9.3 To assess the Candidate's technical and financial capacity, the application must be accompanied by the following elements:

- (a) List of works similar to the object of this contract developed in the last 5 (five) years, a minimum of 3 (three) projects for the preparation of strategic

TERMS OF REFERENCE
Consultancy Services Contract No. 1/2025
Preparation of Strategic and Business Plan 2026-2031 for
TACV SA Cabo Verde Airlines

plans for air transport, with a minimum individual value of 10,000,000\$00 (ten million escudos) or 100.000€ (one hundred thousand euros), with proven evidence of its successful implementation;

- (b) Curriculum vitae of team members, in nominative form, demonstrating the desired academic/professional profile listed above;
- (c) Accounting documents for the last 3 (three) financial years completed or for financial years completed since the incorporation, if this occurred less than 3 (three) years ago;
- (d) Declaration indicating, in relation to recent years, the overall volume of your business and the supply of goods or services subject to the procedure.

9.4 Documents issued by the candidate must be signed by the candidate or by a representative who has the authority to bind him. Where the application is submitted by a group, such documents must be signed by a common representative.

9.5 Other documents must be signed by the entities that issue them.

9.6 The documents that make up the application must be written in Portuguese, unless, due to their nature or origin, they are written in a foreign language, in which case the interested party must accompany them with a duly legalized translation, as well as a declaration that the translation takes precedence over the original, with the translation taking precedence over the original in a foreign language, for all purposes.

9.7 The documents in subparagraph (c) of point 9.1, subparagraph (c) of point 9.2 and subparagraphs (a), (b), (c) e (d) of point 9.3 might be written in English.

10. Deadline and Method of Submission of Applications

10.1 Applications must be submitted within 15 (fifteen) days after the publication of the Advertisement for this competition, directly to Avenida Amílcar Cabral, n° 04, Código Postal 1 – Praia-Ilha de Santiago, Cabo Verde, between 8:00 am and 5:00 pm, Cabo Verde time, or sent by email, corporation@caboverdeairlines.com or even by registered mail to the same address, provided that receipt occurs within the established deadline, with Applications arriving after the deadline not being considered and Candidates being responsible for any delays that may occur.

TERMS OF REFERENCE
Consultancy Services Contract No. 1/2025
Preparation of Strategic and Business Plan 2026-2031 for
TACV SA Cabo Verde Airlines

10.2 If the elements referred to in the previous number are sent by post, the Candidate is solely responsible for any delays that may occur, and any application received after the deadline date and time referred to in the previous number will not be considered to have been submitted in a timely manner, even if the corresponding envelope was sent earlier.

10.3 Applications must be submitted as follows:

- (a) Applications and accompanying documents must be enclosed in an opaque, closed and sealed envelope, with the word “Application” written on the front, indicating the name or company name of the candidate, the name of the procedure and the name of TACV SA;
- (b) If the entity responsible for conducting the procedure has granted a request for confidentiality of application documents, the documents containing confidential information must be enclosed in an opaque, closed and sealed envelope, with the words “Application – Confidential Documents” written on the front, which must be enclosed in the envelope referred to in paragraph (a) above.
- (c) The envelopes referred to in the previous paragraphs must be sealed in an envelope called “Outdoor Enclosure”, indicating on its front the name or company of the competitor, the name of the procedure, the name of TACV SA

Application documents when submitted by email, (**corporation@cabovertdeairlines.com**), must be protected by a password, which must be sent in a separate email, and the documents must be organized in the same way as on paper, and the name of the Procedure must be indicated in the title, as provided for in the previous number.

11. Public Act

11.1 At 10 am on the business day immediately following the deadline for submitting Applications, at the Company's headquarters and/or via the Teams online platform, with the access link being sent after the applications, the envelopes and/or e-mail received will be opened in a public act.

11.2 Any interested party may attend the public event, with only Candidates and their duly accredited representatives being able to intervene.

TERMS OF REFERENCE
Consultancy Services Contract No. 1/2025
Preparation of Strategic and Business Plan 2026-2031 for
TACV SA Cabo Verde Airlines

- 11.3 Candidates, as well as their representatives, may, during the public act session, request the examination of documents submitted by other candidates and file a complaint regarding any findings made by the jury within the scope of the public act.
- 11.4 Decisions on complaints presented in the public act are taken by the jury immediately or within a maximum period of 5 working days.
- 11.5 The public act takes place in accordance with the provisions of articles 120 to 125 of the CCP, with minutes being drawn up for every public act, which are available for consultation by interested parties.

12. Analysis of Applications

- 12.1 After the closing of the public event, the Jury will proceed to analyze and qualify the Applications, in accordance with the requirements of points 8, 9 and 10 above.

12.1.1 Analysis criteria:

- a) Verification of compliance with formal requirements;
- b) Analysis of the qualification criteria established in point 9 and its subpoints;
- c) Verification of the documents presented;
- d) Assessment of technical, economic and financial capacity.

Verification methods: - Document analysis - Contact with references provided - Verification of certificates and declarations - Request for additional clarifications (if necessary).

- 12.2 Applications will be excluded, if the analysis reveals:

- (a) They were delivered after the end of the deadline set;
- (b) They were submitted missing documents required by the CCP, or by the Terms of Reference;
- (c) They have fraudulent documents or contain false statements;
- (d) They are submitted by candidates in collusion within the scope of the procedure;
- (e) They violate mandatory conditions of the Terms of Reference or any applicable legal or regulatory provisions;
- (f) They include any reference indicating the proposal to be presented, or

TERMS OF REFERENCE
Consultancy Services Contract No. 1/2025
Preparation of Strategic and Business Plan 2026-2031 for
TACV SA Cabo Verde Airlines

- (g) They do not allow verification of the candidate's compliance with the technical requirements.
- (h) The documents that constitute the application are not written in Portuguese or are not accompanied by a legalized translation and declaration by the bidder of acceptance of the prevalence of the translation over the originals, with the exception of documents duly specified in the Terms of Reference;

12.3 The Jury will propose the qualification of a maximum of six candidates.

12.4 If more than six candidates apply, the Jury will propose qualifications according to the degree of compliance with the technical capacity requirements.

13. Preliminary Report on the Qualification Phase

After analyzing the applications, the Jury prepares a substantiated preliminary report, in which it proposes the admission or exclusion of the candidates, if there is any reason for excluding the candidate, or the disqualification of the candidate due to there being more than 6 candidates, according to and in accordance with the limit provided for in article 155, paragraph 2 of the CCP.

It will contain the list of admitted and excluded candidates, the grounds for exclusion decisions, the summary evaluation of each application, and finally, the proposal of qualified candidates.

14. Preliminary Hearing

Once the preliminary report referred to in the previous point has been prepared, the Jury sends it to all candidates, setting them a deadline of no less than 5 (five) days to respond in writing, under the right to a prior hearing.

15. Final Report on the Qualification Phase

15.1 Once the provisions of the previous point have been complied with, the Jury prepares a reasoned final report, in which it considers the candidates' observations made under the right to a prior hearing, maintaining or modifying the content and conclusions of the preliminary report, and may also determine the exclusion of any candidacy if, at this stage, it finds that any of the reasons for excluding the candidacy have occurred.

TERMS OF REFERENCE
Consultancy Services Contract No. 1/2025
Preparation of Strategic and Business Plan 2026-2031 for
TACV SA Cabo Verde Airlines

15.2 It will contain the final list of qualified candidates, the final list of excluded candidates with justification, the analysis of the allegations presented in the preliminary hearing, and final decisions on each candidacy.

16. Qualification Decision and Invitation to Submit Proposals

16.1 The Board of Directors of TACV SA will make the qualification decision, based on the final report, and the same will be notified to the candidates.

16.2 With the qualification decision referred to in the previous number, the entity that replaces the UGA will simultaneously send qualified candidates an invitation to submit proposals.

17. Call for proposals

17.1 The invitation shall include the following elements:

- (a) Competition identification;
- (b) The documents that must be included in the proposals;
- (c) Time and deadline for receipt of proposals;
- (d) The method of submitting proposals, namely the place of delivery and respective opening hours;
- (e) The date, time and place of the public opening of proposals;
- (f) The award criterion;
- (g) The period during which bidders are required to maintain their proposals, if different from that provided for in Article 90;

18. Method/Criteria for evaluating proposals.

18.1 The evaluation and classification of proposals will follow the Quality and Price criteria, which will be consolidated through the following considerations:

- (a) Technical Proposal – 60%
 - I. Profile – Set of profiles included in the team responsible for the work, regarding the diversity and complementarity of technical and scientific knowledge and the number of members making up the team: 30%

TERMS OF REFERENCE
Consultancy Services Contract No. 1/2025
Preparation of Strategic and Business Plan 2026-2031 for
TACV SA Cabo Verde Airlines

- II. Suitability, expertise level and experience of the team proposed by the bidder in relation to the nature of the services: 30%
- III. Project Overview, Methodology and Approach, Deliverables and Timeline: 40%
- (b) Financial Proposal/Price – 40%
 - I. Proposals with a price lower than 70% of the average of valid proposals will be subject to special analysis and may be excluded if not adequately justified.

18.2 Tiebreaker Criteria

In the event of a tie in the final score, preference will be given in the following order:

- 1. Highest score in technical quality
- 2. Highest score in methodology and approach
- 3. Greater experience of the team leader
- 4. Lowest price

18.3 Without prejudice to the invitation detailing in more detail the conditions under which the subsequent procedure will take place, in accordance with articles 161 and 162 of the CCP.

19. Proposal and accompanying documents

19.1 The proposal must be accompanied by the following documents

(a) Technical Proposal

- i. Presentation of a very specific work plan, with the contents to be developed during the study and all the technical elements relating to the tasks to be carried out, in line with the consultancy's objectives and the expected results;
- ii. A description of the methodology presents in a clear, precise and concise manner the organization and proposed development of the projet, the process/approach, the tools to be used taking into account the tasks to be carried out;
- iii. Consulting schedule;

Any other documents that the consulting firm presents as essential.

(b) Financial Proposal;

- i. Document indicating the Price;

TERMS OF REFERENCE

Consultancy Services Contract No. 1/2025

Preparation of Strategic and Business Plan 2026-2031 for

TACV SA Cabo Verde Airlines

- ii. Documents with a clear and detailed estimate of costs associated with the consultancy, in net terms, i.e. without taxes;
- iii. In the event of these costs being omitted, they will be automatically considered as included in the financial proposal and assumed by the consulting firm within the overall value of the financial proposal presented;
- iv. Payment terms and delivery deadlines for consultancy.

19.2 If the proposal is presented by a Group, the following documents must also be presented:

- (a) Description of the services and obligations that will be incumbent upon each member of the group; and
- (b) Powers of attorney and instruments of mandate;
- (c) Identification of the members of the group, and their respective addresses or headquarters, as well as, in the case of legal entities, the identification of the legal representatives;
- (d) Documents proving the powers of representation of the representatives of each of the members of the group and/or the common representative of the group and identification of the latter;
- (e) Description of the services and obligations that will be the responsibility of each member of the group;

19.3 Documents issued by the consultant must be signed by the consultant or by a representative who has the power to bind him.

19.4 Other documents must be signed by the entities that issue them.

19.5 When the proposal is presented by a Grouping, the documents referred to in points 9.1, 9.2 and 9.3 must be signed by representatives of each member of the Grouping or by the common representative of the members that make it up.

19.6 The documents that make up the proposal must be written in Portuguese, unless, due to their nature or origin, they are written in a foreign language, in which case the interested party must accompany them with a duly legalized translation, as well as a declaration that the translation takes precedence over the original, with the translation taking precedence over the original in a foreign language, for all purposes.

TERMS OF REFERENCE
Consultancy Services Contract No. 1/2025
Preparation of Strategic and Business Plan 2026-2031 for
TACV SA Cabo Verde Airlines

20. Deadline and method of submission of proposals

- 20.1 Proposals must be submitted within 30 (thirty) days after receipt of the invitation, directly at the headquarters of TACV SA, between 8 am and 5 pm, Cabo Verde time, or sent by email, or by registered mail to the same address, provided that receipt occurs within the established deadline, proposals that arrive after the deadline has expired will not be considered and competitors will be responsible for any delays that may occur.
- 20.2 If the elements referred to in the previous number are sent by post, the bidder is solely responsible for any delays that may occur, and any proposal received after the deadline date and time referred to in the previous number will not be considered to have been submitted in a timely manner, even if the corresponding envelope was sent earlier.
- 20.3 Technical and financial proposals must be submitted at the same time, in sealed, separate and duly identified envelopes, as requested in point 19.1.
- 20.4 The evaluation of proposals takes place in two stages, with the Jury first evaluating the quality and then the cost.
- 20.5 The Jury proposes the exclusion of proposals that incur any cause for exclusion referred to in the terms of reference.
- 20.6 The Jury will only evaluate the price proposal of competitors who obtain more than 70 points in the quality factor.
- 20.7 Once the evaluation of the technical proposal is completed, the TACV Board of Directors will notify the competitors of the evaluation result, identifying the competitors who have not obtained a minimum score, and whose price proposals will be returned unopened, at the end of the procedure.
- 20.8 In the notification referred to in the previous number, the competitors whose technical proposals have been accepted are notified of the date, time, and place of the public opening of the price proposals.
- 20.9 If only one technical proposal reaches the minimum score, the TACV Board of Directors will immediately notify the only competitor whose technical proposal has been accepted of the award.

TERMS OF REFERENCE
Consultancy Services Contract No. 1/2025
Preparation of Strategic and Business Plan 2026-2031 for
TACV SA Cabo Verde Airlines

21 Award criteria

21.1 The award is carried out observing the Quality and Price assessment method, according to the following factors and weighting:

(a) Financial Proposal: 40%

(b) Technical quality/Profile: 60%, with the following subfactors:

i. Professional experience in similar jobs: 30%

ii. Technical and academic qualifications: 30%

iii. Quality of the proposed methodology: 40%

21.2 The score will be calculated using the following formula:

$$PF = 0.40P + 0.60QT$$

Where:

PF = Final proposal score

P = Price

QT = Technical quality

The maximum score for the price criterion is 100 points.

21.3 The quality factor classification will be obtained by assigning a score, in the following terms:

i. Professional experience in similar jobs – from 0 to 30 points;

ii. Technical and academic qualifications – from 0 to 30 points;

iii. Quality of the proposed methodology – from 0 to 40 points

21.4 The maximum score for the quality proposal is 100 points.

21.5 Any competitor with a score of less than 70 points in the quality proposal will be excluded.

21.6 The price factor classification will be obtained using the following formula:

$$P = (PB / PP) \times 100$$

Where:

P = Proposal Price Score

PB = Base price of the procedure = Lowest bid, among the qualified bids

PP = Price of the proposal under analysis

21.7 The minimum score for the price factor is 0 points (price equal to the base price), and the maximum is 100 points.

22 Proposal Maintenance Period

Bidders are required to maintain their respective Proposals for a period of 120 (one hundred and twenty) days from the end date of the deadline set for the submission of Proposals.

23 Public Act

- 23.1 The President of the Jury begins the public act by asking participants for their credentials, identifying the procedure, the dates of publication of the advertisements, the clarifications and corrections to the procedure documents.
- 23.2 The jury then checks on the proposals that were submitted outside the deadline set for this purpose.
- 23.3 Next, each competitor's proposals are opened in the order in which they were received.
- 23.4 With the exception of documents classified as confidential under article 89 of the CCP, after the public act, proposals and documents may be freely examined by competitors or their accredited representatives, at the facilities designated by TACV for this purpose.
- 23.5 Once the provisions of the previous numbers have been complied with, the jury will read the minutes of the public act session, communicate the decision on any complaints and declare the public act closed.
- 23.6 The Public Act will be carried out through the Teams Platform, in the Invitation, the access link will be provided.

24 Preliminary Report

- 24.1 After analyzing and evaluating the proposals that have been accepted, the Jury prepares a well-founded preliminary evaluation report, in which it proposes the ordering of the proposals.
- 24.2 In the preliminary report referred to in the previous number, the Jury also proposes, with justification, the exclusion of the Proposals.

25 Preliminary Hearing

Once the Preliminary Report referred to in the previous point has been prepared, the Jury sends it to all qualified competitors, setting a deadline of 10 (ten) days for them to respond in writing, under the right to a prior hearing.

26 Final Report

- 26.1 Once the provisions of the previous point have been complied with, the Jury prepares a reasoned final report, in which it considers the observations of the Competitors made under the right to a prior hearing, maintaining or modifying the content and conclusions of the preliminary report, and may also propose the exclusion of Proposals if, at this stage, any of the reasons for exclusion are found to have occurred.
- 26.2 In the case provided for in the final part of the previous number, as well as when the final report results in a change in the order of the Proposals contained in the preliminary report, the Jury will hold a new prior hearing, under the terms provided for in the previous point, with the provisions of the previous number subsequently being applicable.
- 26.3 The final report, together with the other documents that make up the process, is sent to the entity responsible for conducting the procedure that submits it to TACV SA, for awarding purposes.

27 Notification of the Award Decision

- 27.1 The award decision will be notified by the entity responsible for conducting the procedure to the successful bidder and all competitors, together with the final proposal analysis report.
- 27.2 The award decision will be notified by the entity responsible for conducting the procedure to the successful bidder and all competitors, together with the final proposal analysis report.
- 27.3 With the award decision, the entity responsible for conducting the procedure must also notify the successful bidder to present the qualification documents, only those that had not already been submitted previously:
 - (a) Declaration issued in accordance with the model set out in Annex IV of the Public Procurement Code;

TERMS OF REFERENCE

Consultancy Services Contract No. 1/2025

Preparation of Strategic and Business Plan 2026-2031 for

TACV SA Cabo Verde Airlines

- (b) Criminal record certificate of the competitor or, in the case of legal entities, of the holders of the management or administrative bodies in effective office, proving that they are not in any of the situations provided for in paragraphs b) and f) of paragraph 1 of article 70 of the Public Procurement Code;
 - (c) Declaration from the entity managing the social security system, issued in accordance with the provisions of article 70, paragraph 4 of the Public Procurement Code, proving that it is not in the situation provided for in paragraph d) of paragraph 1 of article 70 of the Public Procurement Code;
 - (d) Declaration from the competent tax service, issued in accordance with the provisions of article 70, paragraph 4 of the Public Procurement Code, proving that the person is not in the situation provided for in paragraph e) of paragraph 1 of article 70 of the Public Procurement Code;
 - (e) Curriculum vitae of the consulting team members;
 - (f) Declaration under oath confirming that you maintain the technical and/or financial capacity conditions previously demonstrated in the procedure;
 - (g) In the event of well-founded doubts regarding the continued compliance with the technical and/or financial capacity requirements of the successful bidder, the latter will be notified to present the qualification documents required to demonstrate the technical and/or financial capacity requirements;
 - (h) Other documents that may be necessary.
- 27.4 Qualification documents must be presented within a maximum period of 10 (ten) days after notification to that effect, between 8 am and 5 pm, in person or by registered mail, by email or other means of written and electronic data transmission and/or by registered mail with acknowledgment of receipt at the address indicated above.
- 27.5 Qualification documents must be written in Portuguese, although they may be presented in a foreign language when their nature or origin so requires, provided that they are accompanied by a duly legalized translation, as well as a declaration that the translation takes precedence over the original, with the translation prevailing for all purposes over the originals in a foreign language.

TERMS OF REFERENCE
Consultancy Services Contract No. 1/2025
Preparation of Strategic and Business Plan 2026-2031 for
TACV SA Cabo Verde Airlines

- 27.6 The entity responsible for conducting the procedure or TACV SA may always require the successful tenderer, within a period to be set for this purpose, to present the originals of any documents whose reproduction has been submitted under the terms of the provisions of the previous paragraph, in the event of well-founded doubts about their content or authenticity.
- 27.7 The consultant will pay, after notification of award, fees to ARAP (0.5% of the Contract value).

28 Negotiation

- 28.1 The competitor whose proposal is ranked first will be invited to a negotiation session, in accordance with articles 170 et seq. of the CCP.
- 28.2 The negotiation will focus on the following aspects:
- (a) Discussion of methodology and service plan.
 - (b) Quality of service to be provided

The negotiation and formation of the consultancy contract are governed by the provisions of articles 170 to 173 of the CCP, however, negotiations aimed at increasing the price of the consultancy, reducing its quality, in particular by reducing the number of members of the Technical Team initially proposed, or which affect elements of the contract that were subject to evaluation by the jury under the adopted evaluation criteria, will not be accepted.

29 Draft of Contract

- 29.1 The draft contract is approved by the competent body to authorize expenditure, after the award decision or simultaneously with it.
- 29.2 The draft contract is approved by the competent body to authorize expenditure, after the award decision or simultaneously with it.
- 29.3 The draft contract may only be approved after the successful bidder has proven that the security has been paid.
- 29.4 After approval of the draft under the terms set out in the previous paragraphs, the draft contract is notified to the successful bidder.
- 29.5 The respective draft is considered accepted by the successful bidder when there is express acceptance or when there is no complaint within 5 (five) days following the respective notification.

TERMS OF REFERENCE
Consultancy Services Contract No. 1/2025
Preparation of Strategic and Business Plan 2026-2031 for
TACV SA Cabo Verde Airlines

- 29.6 Complaints about the draft will only be accepted if it contains obligations that are not included in the proposal or in the documents that served as the basis for this procedure.
- 29.7 In the event of a complaint, the entity approving the draft shall inform the successful bidder, within 10 days of its decision on the same, and it shall be understood that it shall be rejected if nothing is said within the said period.

30 Contract Celebration

- 30.1 The contract shall be concluded within a maximum period of 15 (fifteen) days from the date of acceptance of the draft contract or the decision on the complaint regarding the draft contract.
- 30.2 The contract may be concluded within 10 days from the date of notification of the award decision, provided that the successful tenderer has submitted all the documents referred to in point 32.2.
- 30.3 TACV SA will notify the successful bidder, at least 5 (five) days in advance, of the date, time and place where the respective contract will be concluded.

31 Communications

- 31.1 Communications related to this contracting procedure will be made in writing, by letter or email, without prejudice to the formalities provided for some communications enshrined in this document and sent to the TACV addresses or contacts identified above.
- 31.2 Communications to be sent to competitors related to this procurement procedure will be made in writing, by letter, fax or email, without prejudice to the formalities provided for some communications enshrined in this document.
- 31.3 The communication referred to in the previous number must be sent to the addresses indicated by the Bidders in the Proposal, or to the email address indicated when collecting the Procedure documentation.
- 31.4 Unless otherwise stated in these Terms of Reference, all communications, statements and documents related to this procedure will be made in Portuguese, and the contract to be concluded will also be written in Portuguese.

TERMS OF REFERENCE

Consultancy Services Contract No. 1/2025

Preparation of Strategic and Business Plan 2026-2031 for

TACV SA Cabo Verde Airlines

32 Applicable Legal Regime

For anything not specifically provided for in these Terms of Reference, the regime provided for in the Public Procurement Code, approved by Law No. 88/VIII/2015, of April 14, shall apply.

Any contradiction or difference in the Terms of Reference must be resolved in favor of the Portuguese version of the Terms of Reference.

TECHNICAL CLAUSES OF THE TERMS OF REFERENCE

CHAPTER I

GENERAL PROVISIONS

GENERAL INFORMATION ABOUT THE CONSULTANCY

The scope of the Airline's work comprises two phases, (I) Consultation Phase and (II) Strategic and Business Plan Development Phase.

I. CONSULTATION PHASE

At this stage, the consultant will need to prepare a market analysis to validate the airline's growth plans, the choice of aircraft type, the composition of the network and fleet, and the projection of the airline's expected performance. The consultant will also need to prepare a business plan to communicate the company's strategy to internal and external stakeholders. The tasks at this stage will be as follows:

Flow 1: Airline, research and market analysis

This will be a highly analytical part aimed at covering four sections:

- A. Review of the Airline's historical performance, current business strategies, performing KPI analysis, benchmarking, organization, human capital, fleet and IT resources;
- B. Analysis of the Airline Market, where the Company operates, research and market analysis with potential interest for TACV, identifying target cities and routes, competition, competitive advantage for TACV, market share and frequency requirement projections;
- C. Analysis of the TACV network and fleet growth prospects, including assessment of fleet, aircraft type, capacity and configuration - choice determined by independent market analysis (in the previous section), and recommending a network and fleet composition for the future, and;

TERMS OF REFERENCE
Consultancy Services Contract No. 1/2025
Preparation of Strategic and Business Plan 2026-2031 for
TACV SA Cabo Verde Airlines

D. Analysis of the current commercial strategic plan and the potential for alliances.

The tasks and activities in Airline Review, Market Analysis or Business Analysis are as follows:

A. TACV Review - Performance Analysis

- Historical analysis of the performance of the Airline's current network and fleet composition, schedules, punctuality assessment, fleet utilization levels, financial performance, commercial strategy, etc.;
- Identification of appropriate KPIs to assess and track the airline's future performance - these KPIs would be presented in a report that could be used by airline management as a template for their periodic reviews and management meetings.
- Analysis of the data collected by the airline and the KPIs followed, checking whether they correspond to the KPIs considered important for the airline;
- Comparative analysis of the TACV/KPIs for each route, presented by the Consultant, which identifies the strengths as well as areas for improvement.
- Review the reports generated by the airline and used by the management team during their periodic performance reviews, verifying whether these reports are effective in assessing the airline's performance;
- Analysis and evaluation of IT & Revenue, Financial Management, Reservation and Distribution, Crew Management, Maintenance and Operation System Management and others;
- Holistic review of TAV IT systems and strategy to evaluate the systems implemented for various areas of the Airline's business;
- Comments on the effectiveness of the systems and whether the IT strategy is the right strategy for the various departments of TACV (i.e. whether the number of systems being used is adequate, whether the systems are redundant, whether the different systems are integrated with each other as they should be, whether they are tracking the correct data that the Airline needs to track, are they able to contribute to management decision making and airline performance assessments, etc.);

TERMS OF REFERENCE
Consultancy Services Contract No. 1/2025
Preparation of Strategic and Business Plan 2026-2031 for
TACV SA Cabo Verde Airlines

- Recommendations, if applicable, on making any changes to the TACV IT systems and strategy based on the above review process;
- Review of TACV revenue streams and any applicable revenue management strategy, including current pricing, ticketing, distribution strategy and other revenue sources such as ancillary businesses;
- Assessment of the effectiveness of the implemented revenue management strategy and its impact on TACV performance;
- Recommendation of any applicable improvements to the existing management strategy or, in the absence of any existing strategy, adjustments and recommendations for corporate governance, in line with international best practices;

The scope of work of the TACV is analytical in nature. The Consultant shall review the different areas of the airline mentioned above and provide expert feedback on the various performance aspects related thereto and make recommendations going forward. Based on the findings and recommendations and if applicable, the Consultant shall make further proposals for any subsequent implementation work.

B. Market Analysis

- Identification of target city/peers outside of Cabo Verde to evaluate, including market access, price comparison, risk profiles and others that the Consultant may consider crucial for the analysis;
- Analysis of existing traffic patterns on domestic, regional and international routes to/from Cabo Verde – this analysis would be based on historical and current (IATA source) O&D and P2P passenger demand data, general population purchasing power, and any other available/relevant data from the CAA/country tourism and competent authority;
- Analysis of existing competition on key routes, including assessment of current market yields, aircraft types operated and current product offerings (should include benchmarking of all prices by competitors, benchmarking of taxes, charges and entry fees in all new markets) to passengers;
- Airline market share projections relative to existing competitors.

TERMS OF REFERENCE
Consultancy Services Contract No. 1/2025
Preparation of Strategic and Business Plan 2026-2031 for
TACV SA Cabo Verde Airlines

- Projections of frequency requirements, including projection of operating cost requirements to be maintained, based on estimated market shares for each potential route;
- Selection/Recommendation of the final route network, together with the optimal fleet composition required to operate it.

C. Network Planning and Design

- Determine potential routes for TACV;
- Analysis of the performance of all current and potential routes in terms of Cost of Sales (gross profit margins, breakeven load factors, etc.) based on the operating economics of the selected aircraft type – the objective at this point will be to eliminate routes that have potential from a demand perspective, but are not capable of achieving profitability within a reasonable time frame;
- Analysis of existing competition on key routes, including assessment of current market yields, aircraft types operated and current product offerings (should include comparative assessment of all competitors' prices, comparative assessment of taxes, charges and entry fees into any new markets) to passengers;
- Determination of future fleet plans in alignment with the network strategy, including analysis of the TACV current preference for introducing aircraft into its fleet in the future. The Consultant will work with the existing plans and inputs from the management team, but will complement these with its own analysis of the Airline's intended aircraft type on the optimal fleet type and composition in the future;
- Any applicable stimulus and passenger growth forecasts based on the product, pricing and time convenience offered by the Airline in the future;
- Analysis of existing bilateral or multilateral air services agreements in force that present constraints to growth and potential bilateral or multilateral air services agreements that could contribute to TACV growth and market access;

D. Analysis of the current commercial strategic plan and the potential for alliances.

- Global analysis of the company's presence on all routes, including the benefits, even if the routes are yielding negative results. Strategic commercial planning and alliance analysis;
- Evaluate the potential and strategic interest for development in markets where TACV operates and could operate directly and in markets with potential for complementarity. And analyse the potential for participating in alliances.

Flow 1 Deliverables

TACV Review, Market Analysis and Commercial Analysis Results – The detailed results above should be presented in a document, with different sections:

1. Deliverable i.1 - Performance Analysis - Report containing the scope of the Performance Analysis work;
2. Deliverable i.2 - Performance Analysis - IT Systems and Revenue Management Analysis Report containing IT Systems and Revenue Management Analysis;
3. Deliverable ii.1 – Market Analysis – Report and MS Excel file, containing the results of the Performance Analysis, in editable format;
4. Deliverable iii.1 – Analysis of the airline's network and fleet growth prospects - Report and MS Excel file, containing the results of the Market Analysis report, in editable format;
5. Deliverable iv.1 - Commercial strategic planning and alliance analysis - Report and MS Excel file, based on the commercial strategy and containing results of the Analysis of the growth prospects of the airline's network and fleet, in editable format.

II. STRATEGIC AND BUSINESS PLAN DEVELOPMENT PHASE

Flow 2: Preparation of the Strategic and Business Plan

This workstream will involve preparing a business plan document for the Airline based on the results of the above two workstreams and will take into consideration the selected commercial strategy, network, fleet and aircraft financing strategy, market position of the airline, company brand, marketing, business development with other airports, route development and partnerships, contract management systems, decisions on revenue management and IT systems development (ws1 - KPIs need to be part of the transparency and accountability in the plan), human resources and overheads (including technical, customer facing, operations and management). Also on governance, corporate requirements such as SOE, reporting.

This business plan will be a critical document to project the company for the coming years, with the proposed economic and financial sustainability, to engage internal and external stakeholders, to present to financiers, OEMs, lessors and potential strategic investors in the privatization process during their processes and to be used as a blueprint to effectively implement the growth phase of the Airline. The following high-level elements are expected:

- Executive Summary;
- Economy Overview of the Country (and how they support/benefit from the Airline's growth plans) and global, mainly in markets with strategic interest;
- Overview of Cabo Verde Airlines, the country's aviation sector and the Air Transport Industry, with emphasis on markets of interest to TACV, including analysis of the market environment and taking into account the country's connectivity strategy;
- Historical Performance;
- Growth and Rational Plan for Network and Fleet Expansion, presenting different scenarios, with fleet delivery date proposal;
- Network/Target Market and Fleet Plan (showing the gradual introduction of routes offered and addition of aircraft, as well as the structure in which aircraft are entering)
- Company's commercial strategy;

TERMS OF REFERENCE
Consultancy Services Contract No. 1/2025
Preparation of Strategic and Business Plan 2026-2031 for
TACV SA Cabo Verde Airlines

- Capital Structure for TACV;
- Projected TACV Financial Performance;
- Implementation deadlines;
- Necessary Investments;
- Financial Modeling and Analysis;
- Efficiency Analysis and Scenario Selection;
- And others, which the Consultant may find essential for the Business Plan.

Flow 2 Deliverables:

- MS Word or PowerPoint based document in editable format.
- **Financial Modeling** (MS Excel or any other software file in editable format);

This will involve taking the results from Workflow 1 above and building a financial model to project the airline's financial performance under different scenarios, quantifying the total capital required to execute the project and the returns to investors from the project. As part of the financial modelling exercise, the consultant should:

- Test the possible financing solutions that TACV can use to finance its new fleet, such as senior debt, junior debt, export bank finance, insurance-backed finance, sale and leaseback finance, operating lease, finance lease, shareholders' equity, etc.;
- These will be presented to TACV as various financing scenarios available to them.

For each of these scenarios, the financial model would include the following elements:

- Outcome sheets - these sheets will cover the main projected outcomes of the modelling exercise, including: – Summary sheet – Income statement – Balance sheet – Cash flow statement – Capital requirements (detailing the list of investments and operating deficit that will be covered by capital) –

TERMS OF REFERENCE

Consultancy Services Contract No. 1/2025

Preparation of Strategic and Business Plan 2026-2031 for

TACV SA Cabo Verde Airlines

Project appraisal – Investor returns and airline financial KPIs– Sensitivity and scenario analysis;

- Assumptions sheet - a central input sheet that should be updated at any time with instant changes reflected throughout the model, input elements should include:
 - Fleet plan, including the acquisition method (operational lease, financial lease, acquiring with 100% capital, external financing) and aircraft deliveries
 - Network plan and frequencies – Revenues and pricing – Load factors and seasonality – Aircraft costs, along with the flexibility to select different aircraft financing structures - Crew costs – Maintenance events and costs – Insurance premiums and costs – OPEX & CABOX – Organizational structure and costs – Balance sheet ratios – Taxation, bonus structures, dividend policy, etc.
- Back-end spreadsheets - where all calculations are captured, individual sheets for elements including: – Aircraft deliveries – Aircraft utilization – Seats flown, passengers carried, load factors, ASKs, RPKs – Revenue (passenger, auxiliary, cargo, etc.) – Fuel burn and costs – Handling, landing, parking, navigation, catering, station costs per landing, etc. – Distribution costs – Aircraft costs (separate tabs for leasing, acquisition and financing/loan repayment related investments) – Crew costs – Maintenance – Insurance – Operating and capital expenditure – Employment costs Bonuses, taxes and dividends, etc.

TERMS OF REFERENCE
Consultancy Services Contract No. 1/2025
Preparation of Strategic and Business Plan 2026-2031 for
TACV SA Cabo Verde Airlines

Clause 1

Object

The purpose of this procedure is to contract consultancy services, aiming at the preparation of a Strategic and Business Plan 2026-2031, in order to define the strategy that will leverage the Cabo Verde Airline, under the terms and conditions expressed in this term of reference.

Clause 2

Term

1. The execution of the Consultancy will last 19 (nineteen) weeks, counting from the signing of the contract.
2. Notwithstanding the provisions of the previous number, the term of validity of the contract may be extended by agreement between the parties, for periods of 3 weeks, up to a limit of 30 weeks, counting from the initial period of validity.
3. Termination of the contract by either party must be transmitted by registered letter with acknowledgement of receipt to the other party at least 60 days in advance.in relation to the date of the initial termination of the contract or any of its renewals
4. The term provided for in this clause is not applicable to the additional obligations in favor of TACV SA provided for in these Terms of Reference, which will continue beyond the termination of the contract.

Clause 3

Objectives of the services to be provided

TACV SA seeks to capitalize on its growth potential by embarking on a network and fleet expansion venture, driven by Cabo Verde's establishment as a hub in the region. The country hosts considerable transit traffic each year between Europe, Africa, the Americas and Europe, which represents an ideal opportunity for Cabo Verde to further capitalize on its position as a suitable transit hub, together with the conversion of part of this traffic into foreign exchange earnings, generating tourist traffic and P2P operations.

In line with these growth ambitions, the Airline, together with the support of a Business Plan prepared and presented by a Consultant, seeks to improve its sustainability, through the analysis of its operations, with the aim of expanding its

TERMS OF REFERENCE
Consultancy Services Contract No. 1/2025
Preparation of Strategic and Business Plan 2026-2031 for
TACV SA Cabo Verde Airlines

network, increasing fleet capacity on its existing network and further expanding its network to additional routes, considering previous routes.

The Airline aims to induct the most efficient and adaptable aircraft to its size, experience and core operations network, taking into account the company's vision, mission, objectives and strategy, thus increasing its current fleet to help achieve the development of the planned hub in the country and grow its regional and international network. To this end, the Airline would require the services of a specialized aviation consultancy to perform the following:

1. Carry out an independent market analysis, a diagnosis of the Airline and a business planning exercise to validate the strategy envisaged by the Company, with the presentation of different scenarios that guarantee the viability and sustainability of the Airline, quantify the additional capital requirements and prepare the necessary documentation to interact with internal and external stakeholders;
2. Present the ideal scenario to the Airline, taking into account the best structure of the company, including Human Resources, IT Systems, Revenue Management System, number of aircraft, routes and economic-financial structure;
3. Identification of suitable financing solutions available to the Airline to finance its incoming fleet, including senior debt, junior debt, export bank finance, insurance-backed finance, sale and leaseback finance, etc.;
4. Analyze and present the various financing options and model their economics – such as expected Loan to Value (LTV) ratios, airline capital requirements, cost of financing, overall cost of capital to the Airline, transaction costs and complexity, execution risk, etc.;
5. Present and advise the Airline on the best financing strategy, which may include a financing option or a combination of the various financing options available, considering the best combination of financing sources, including banks, shareholders and other financing sources. Include a risk analysis so that the Company can ensure its continuity;
6. Present and support the Airline in the acquisition of aircraft, structure/arrange/negotiate aircraft financing, and manage and close related aircraft transactions, including all technical aspects and related services;
7. Analyze the current infrastructure and accessibility of the airport and present the ideal structure.

TERMS OF REFERENCE
Consultancy Services Contract No. 1/2025
Preparation of Strategic and Business Plan 2026-2031 for
TACV SA Cabo Verde Airlines

Present adverse scenarios where the company may not be able to operate for a period due to changes in business assumptions and possible solutions to overcome the problem. The airline is seeking advisory support services in producing a market analysis, financial model and a business plan that can be used to assess the commercial opportunity underlying this proposed growth at a deeper level and be one of the pieces in the privatization process file.

8. Failure to comply with any significant delay in fulfilling the objective set out in clause 2 will be sanctioned with a 2% reduction in the price for every 5 (five) working days of delay not agreed between the parties.

Clause 4

Consultant profile

Consultants must have the following profile:

- a) Air Transport Economics and Finance / Team Leader - Bachelor's degree in Economics, Finance, or other relevant field and postgraduate qualifications in Transport Economics, Finance, Air Transport, or another relevant field. Global knowledge of aviation industry standards and trends. Experience with institutional arrangements in the transport sector, competition and access policy and solid experience in Airline Business Planning management. A solid understanding of the current airline environment and experience of working with distressed companies. Familiar with air transport pricing, taxes, investment and financing approaches for assets and service provision. Minimum of fifteen (15) years of professional experience in developing countries and/or island countries (the latter will be additional, not exclusive) with sufficient knowledge and experience to be able to respond to technical questions that may arise during the assignment. And good command of Portuguese and English spoken and/or written.
- b) Legal Expert – Law degree and postgraduate degree in Aviation Law and Contract Law. Proven experience in reviewing and drafting laws, regulations, policies and/or contracts and air transport negotiations. Good command of Portuguese and English, both spoken and written. Air Transport Planner – University degree in engineering, economics, finance or other social sciences and Minimum of 10 years of professional experience, part of which must have covered traffic network analysis, air transport demand forecasting and

TERMS OF REFERENCE
Consultancy Services Contract No. 1/2025
Preparation of Strategic and Business Plan 2026-2031 for
TACV SA Cabo Verde Airlines

financial analysis. Good command of Portuguese and English, both spoken and written.

- c) Air Transport Planning Specialist - University degree in engineering, economics, finance or other social sciences and Minimum of 10 years' professional experience, part of which must have covered traffic network analysis, air transport demand forecasting and financial analysis. Good command of Portuguese and/or English, both spoken and/or written.
- d) Institutional/Management Specialist - Bachelor's degree in Management, Human Resources or another relevant field Minimum of 10 (ten) years' experience in the transportation sector related to institutional studies, corporate governance, planning, development and human resources management. Good command of spoken and written Portuguese and/or English.
- e) IT Systems Specialist - Degree in Computer Science, Systems Design or other relevant IT discipline related to airline management systems. Demonstrated experience of at least ten (10) years in practical IT and project management roles in the area of airline management systems. Strong knowledge of new software tools in the different areas of airline management, namely Distribution, Internet Booking Engine (IBE), revenue management, financial management, Resource Management, Maintenance and Operations Management, Market Management and Sales. Experienced technology professional in the aviation industry. Good command of spoken and written Portuguese and/or English.
- f) Marketing and Communications Specialist - Degree in Business Administration, Marketing, Communications or other relevant discipline. The consultant should have a minimum of 7 years of experience in marketing/communications, customer/stakeholder outreach, business strategy development and digital technologies, preferably with some knowledge of the aviation industry.

Clause 5

Elements to be provided by TACV SA

1. In addition to the documentation included in the procedure, TACV SA, at the consultant's request, provides any other available elements that are not

TERMS OF REFERENCE
Consultancy Services Contract No. 1/2025
Preparation of Strategic and Business Plan 2026-2031 for
TACV SA Cabo Verde Airlines

confidential or secret in nature and that appear to be appropriate for better provision of the services included in this procedure.

2. The consultant or consulting entity must ensure the accuracy of the data provided and the information provided, through the verifications and checks that it considers pertinent and with the aim of obtaining confirmation of the conditions of execution of the services to be provided.

Chapter II

Contractual obligations

Clause 6

Consultants' obligations

1. Without prejudice to other obligations provided for in applicable legislation or in contractual clauses, the following obligations arise for the Contractor from the conclusion of the contract:
 - (a) Perform the provision of services that are the subject of this procedure in accordance with the provisions of these Terms of Reference;
 - (b) Respect all applicable legislation;
 - (c) Collaborate closely with the Board of Directors of TACV SA with a view to achieving the desired results within the expected time;
 - (d) Immediately notify TACV SA of any conflicts of interest or duties that may compromise or affect the full fulfillment of its obligations;
 - (e) Immediately inform TACV SA of any facts of which they are aware and which may be considered objectively relevant to the full fulfilment of their obligations;
 - (f) Respond to any incident or complaint raised by TACV SA regarding the provision of services within 10 (ten) days. days.

TERMS OF REFERENCE
Consultancy Services Contract No. 1/2025
Preparation of Strategic and Business Plan 2026-2031 for
TACV SA Cabo Verde Airlines

Clause 7

Place of provision of Services

1. The services covered by this procedure will be carried out at the offices of TACV SA and/or at the consultant's offices, subject to agreement between the parties and the need to be present at the Company TACV SA..
2. TACV SA may, during the term of the contract, request the provision of services in other facilities to be indicated, on a temporary or permanent basis, without any changes to the price due.

Clause 8

Language of service provision

1. Services will be provided in Portuguese.
2. The documentation to be provided will be written in Portuguese and may only be written in another language when TACV SA so requests or consents.

Clause 9

Technical Team

The technical team provided by the consultant/consulting firm must have the necessary and adequate resources to fully and perfectly comply with its obligations.

Clause 10

Personnel management

1. During the term of the contract, the consultant will be responsible for the recruitment, remuneration, training and management of all personnel necessary for the effective provision of services, on any day of the year.
2. During the entire term of the contract, the consultant will be responsible to TACV SA and to third parties for the acts of all personnel used in the provision of services and for the risks inherent in the development of the activities included in the provision of services.
3. The consultant is exclusively responsible for the correct provision of all services indicated in the contract, even if he uses third parties.

TERMS OF REFERENCE
Consultancy Services Contract No. 1/2025
Preparation of Strategic and Business Plan 2026-2031 for
TACV SA Cabo Verde Airlines

Clause 11

Service provision regime

1. The provision of consultancy services is carried out autonomously and without any type of legal subordination between the consultant or his employees and TACV SA and its employees, therefore there is no employment contract between them.
2. Only the consultant can exercise management and disciplinary power over his employees, and he has exclusive power to issue orders or instructions.

Clause 12

Duty of good performance

1. The consultant/consulting firm is subject, with the necessary adaptations and with regard to the elements delivered to TACV SA in the execution of the contract, to the legal requirements of the sector that regulates the provision of services.
2. The consultant/consulting firm is obliged to comply with all legislation and regulations applicable to the activity pursued by it, and must especially ensure that it is in possession of all authorizations, licenses, or approvals that, under the applicable law and regulations, are necessary for the fulfillment of the obligations arising from the contract and for the exercise of the activity.
3. The consultant/consulting firm guarantees that the services provided by it under the contract meet the required requirements and will be appropriate for the defined objectives and purposes.

Clause 13

Intellectual Property and Copyright

1. All knowledge associated with the provision of consultancy services, namely that resulting from the consultancy, prepared by the consultant, as well as all intellectual property rights over them will, at the end of the contract to be concluded, and to the extent permitted by law, be the property of TACV SA for all purposes, and the latter may freely modify and use them for any purpose.
2. The consultant undertakes, in the contracts entered with subcontracted entities, to guarantee the provisions of the previous number.

TERMS OF REFERENCE
Consultancy Services Contract No. 1/2025
Preparation of Strategic and Business Plan 2026-2031 for
TACV SA Cabo Verde Airlines

3. The provision of services by the consultant must respect the intellectual property rights of third parties.
4. The consultant will indemnify TACV SA for all losses, damages or costs arising from actions or procedures for violation of intellectual property rights in relation to documents, manuals, equipment, materials, drawings, written or drawn pieces, ideas or techniques protected by intellectual property rights.
5. The consultant cannot invoke personal intellectual property rights to exempt himself from fulfilling the obligations arising from the contract to be concluded.
6. In the event of a violation, or alleged violation, of third-party industrial property rights, the consultant will be solely responsible for any legal matter or claim made to TACV SA, indemnifying it for all expenses that it may have to incur as a result, regardless of the title under which payment is due.

Clause 14

Responsibility

1. The consultant guarantees that the services will be provided in accordance with the terms of the awarded proposal and in accordance with the provisions of these terms of reference, in a manner appropriate to the reality and particularities of the purposes for which they are intended.
2. In the event of failure to provide services covered by this procedure, the consultant will be held liable to TACV SA under general legal terms.
3. Without prejudice to the provisions of the previous numbers, the consultant is responsible to TACV SA for any compensation that it has to pay to third parties and for any requests, processes, damages, costs, losses and expenses that it incurs to the extent that they result from facts attributable to the consultant or the entity subcontracted by it.
4. Failure to comply with the provisions of the previous point gives TACV SA the right to have the damage caused repaired, debiting its costs [to the deposit or] to payments to the consultant.

TERMS OF REFERENCE
Consultancy Services Contract No. 1/2025
Preparation of Strategic and Business Plan 2026-2031 for
TACV SA Cabo Verde Airlines

Clause 15

Service execution reports

1. The consultant undertakes to keep complete and reliable records of the services provided under the contract to be concluded, which must be kept in a condition that can be inspected and audited by TACV SA.
2. The consultant presents to TACV SA, with a quarterly frequency a report describing the execution of the services covered by this procedure.

Clause 16

Oversight

1. THETACV SA reserves the right to carry out, whenever it deems necessary, directly or through third parties, audits and inspections of the process and result of the provision of consultancy services, as well as of the reports and documents produced, with the aim of assessing the quality of service and compliance with contractual obligations.
2. The consultant will provide all necessary support and collaboration to TACV SA or that it requires for the purpose of carrying out audits and inspections that it intends to carry out.
3. If the audit reveals that the consultant has not fulfilled his obligations, the *TACV SA* may communicate to the consultant any recommendations that it considers necessary to correct the defects and/or deficiencies detected.
4. The consultant undertakes to implement the recommendations made under the previous number within the deadline communicated by TACV SA, provided that they are technically feasible and do not involve disproportionate investments.
5. If the proposed solutions are considered technically unfeasible or disproportionate by the parties, they must reach an agreement on the measures to be implemented to correct the defects and/or deficiencies detected.
6. If the inspection referred to in the previous number again reveals an insufficiency or irregularity in the services, TACV SA may terminate the contract, without prejudice to the right to compensation to which it is entitled under general terms.
7. After verifying the compliance of the services provided by the Contractor,

TERMS OF REFERENCE
Consultancy Services Contract No. 1/2025
Preparation of Strategic and Business Plan 2026-2031 for
TACV SA Cabo Verde Airlines

TACV SA will draw up a report of acceptance of the services provided, which will be sent to the Contractor within 10 (ten) business days from the date of acceptance.

Clause 17

Regularization of tax and social security contributions

1. During the term of the contract to be concluded, the consultant undertakes to keep up to date with tax obligations and social security contributions, of the State of Cabo Verde or of the State of which the consultant is a national or is established.
2. The consultant is obliged to provide the documentation proving the regularization referred to in the previous number, whenever requested by the TACV SA, within the period of 10 (ten) days.

Clause 18

Contract Price

For the provision of the services subject to this procedure, TACV SA undertakes to pay the consultant the amount resulting from the awarded proposal, plus any tax due, where applicable.

Clause 19

Billing and payment terms

Payment will be made in installments, as follows:

- a. 10%, upon signing the contract;
- b. 10%, with the delivery of the document with the performance analysis – Report containing the scope of the Performance Analysis work;
- c. 10%, with the delivery of the Performance Analysis - IT Systems and Revenue Management Analysis Report containing IT Systems and Revenue Management Analysis;
- d. 10%, with the delivery of the Market Analysis - Report and Excel File containing “Market Analysis” results, in editable format;
- e. 10% with delivery of the Analysis of the growth prospects of the airline's network and fleet - Report and MS Excel file, containing the results of the Market Analysis report, in editable format.

TERMS OF REFERENCE

Consultancy Services Contract No. 1/2025

Preparation of Strategic and Business Plan 2026-2031 for

TACV SA Cabo Verde Airlines

- f. 10% with the delivery of - Commercial strategic planning and alliance analysis
- Report and MS Excel file, based on the commercial strategy and containing results of the Analysis of the growth prospects of the airline's network and fleet, in editable format.
- g. 40% with the delivery of the Strategic and Business Plan 2026-2031, with the Excel file, based on the analyses carried out during the work.
- h. The consultant issues invoices on behalf of TACV SA, sending them to the respective address.
- i. Payment for services will be made within 30 (thirty) days from receipt of the relevant invoice.
- j. Provided that they are duly issued, invoices are paid via bank transfer to an account indicated by the consultancy firm.
- k. In the event of disagreement regarding the amounts indicated on the invoices, TACV SA must communicate this fact to the consultant in writing and within 7 (seven) days after receiving the respective invoice, with the consultant being obliged to provide the necessary clarifications or issue a new, corrected invoice.
- l. Failure to pay the disputed amounts does not give rise to default interest nor does it justify the suspension of the provision of the Services by the consultant, although TACV SA must pay the undisputed amount.
- m. TACV SA reserves the right, without prejudice to the right to penalties and compensation under general legal terms, to suspend any of the payments referred to above, whenever the Contractor is not fulfilling its contractual obligations.

Clause 20

Advance payment

- 1. At the request of the consultant and if so decided, TACV SA may make advance payments on account of services to be performed or preparatory or accessory acts for said services, provided that:
 - (a) The value of advances does not exceed 30% of the contract price, and
 - (b) The consultant has previously proven to TACV SA the provision of a deposit for advance payment of the price, in accordance with legal terms.

TERMS OF REFERENCE
Consultancy Services Contract No. 1/2025
Preparation of Strategic and Business Plan 2026-2031 for
TACV SA Cabo Verde Airlines

2. Advances will be charged to the payments provided for in the proposal.

CHAPTER III
PENALTIES AND RESOLUTION

Clause 21

Penalties

1. In the event of non-compliance attributable to the consultant, the following penalties apply in the following situations:
 - (a) 2% (one percent) of the amount to be received, for every 5 days of delay, counting from the 20th (twentieth) day scheduled for delivery.
2. If a penalty is applied under the terms set out in the previous paragraph, the respective amount will be determined and invoiced at the stage in which the non-compliance occurred.
3. The deadline for payment of the penalties provided for in this clause is 30 (thirty) days from the date of receipt of the invoices issued by TACV SA.
4. As an alternative to the payment referred to in the previous number, TACV SA may choose to satisfy the payments provided for in the previous numbers by offsetting them with the amounts payable to the consultant in the contract.
5. The accumulated value of the penalties to be applied may not exceed the maximum limit of 16% of the contract price.
6. If the amount referred to in the previous number is exceeded and TACV SA decides not to terminate the contract, because such termination would cause serious harm to the public interest, the maximum limit referred to in the previous number will be increased to 30%.

TERMS OF REFERENCE
Consultancy Services Contract No. 1/2025
Preparation of Strategic and Business Plan 2026-2031 for
TACV SA Cabo Verde Airlines

Clause 22

Resolution by TACV SA

1. TACV SA may terminate the contract in the event of a serious breach of the consultant's contractual obligations and in the following cases, without prejudice to the legally provided right to compensation:
 - (a) Reasons of public interest, through a reasoned resolution;
 - (b) Abnormal and unforeseeable change in circumstances, in accordance with the provisions of paragraph a) of paragraph 2 of article 22 of the Legal Framework for Administrative Contracts;
 - (c) Definitive breach of contract due to a fact attributable to the consultant;
 - (d) Failure by the consultant to comply with orders, directives or instructions given in the exercise of the power of management on matters relating to the execution of contractual services;
 - (e) Repeated opposition by the consultant to the exercise of TACV SA's supervisory powers;
 - (f) Assignment of the contractual position or subcontracting carried out in disregard of the terms and limits provided for in the law or in the contract, provided that the requirement by the Contractor for the maintenance of the obligations assumed by TACV SA is contrary to the principle of good faith;
 - (g) If the accumulated value of contractual sanctions of a pecuniary nature exceeds the limit provided for in paragraph 2 of article 35 of the Legal Framework for Administrative Contracts;
 - (h) Failure by the consultant to comply with judicial or arbitration decisions relating to the contract;
 - (i) Non-renewal of the deposit amount by the consultant;
 - (j) The consultant files for insolvency or is declared insolvent by the court.

TERMS OF REFERENCE
Consultancy Services Contract No. 1/2025
Preparation of Strategic and Business Plan 2026-2031 for
TACV SA Cabo Verde Airlines

Clause 23

Effects of resolution

1. In case of termination of the contract by TACV SA due to an act attributable to the consultant, the consultant is obliged to pay compensation under general legal terms.
2. Compensation is paid by the consultant within 30 (thirty) days after notification to that effect, without prejudice to the possibility of executing the security deposit provided.
3. The provisions of this clause do not prejudice the application of any penalties that may be due, if there are grounds for doing so.

Clause 24

Resolution by the consultant

1. The consultant may terminate the contract in situations of serious breach of contractual obligations by the public contractor and also in the following situations:
 - (a) Abnormal and unpredictable change in circumstances;
 - (b) Definitive breach of contract due to a fact attributable to TACV SA;
 - (c) Failure to comply with financial obligations by TACV SA for a period exceeding six months or when the amount owed exceeds 25% of the contract price, excluding interest;
 - (d) Unlawful exercise of powers of TACV SA of conformation of contractual relationship, when they make the requirement by the public party for the maintenance of the contract contrary to good faith;
 - (e) Failure to comply with court or arbitration decisions relating to the contract by TACV SA
2. In the case provided for in paragraph (a) of number 1, there is only a right of withdrawal when:
 - (a) The resolution does not entail serious harm to the achievement of the public interest underlying the contractual legal relationship or,
 - (b) If it involves such damage, maintaining the contract clearly jeopardizes the consultant's economic and financial viability or proves to be excessively

TERMS OF REFERENCE
Consultancy Services Contract No. 1/2025
Preparation of Strategic and Business Plan 2026-2031 for
TACV SA Cabo Verde Airlines

onerous, in which case the public and private interests involved must be duly weighed up.

3. The right of withdrawal provided for in this article is exercised through judicial means or by resorting to arbitration.
4. In the cases provided for in paragraph (c) of number 1, the right of withdrawal may be exercised by means of a declaration to TACV SA, taking effect 30 (thirty) days after receipt of such declaration, unless TACV SA fulfills the overdue obligations within that period, plus any interest on arrears that may be due.

Clause 25

Security deposit to guarantee advance payment

1. To guarantee the payment of advances, the consultant must provide a deposit of an amount equal to that of the advances provided by TACV SA.
2. The security referred to in the previous number must be provided by one of the means provided for in article 107 of the Public Procurement Code.
3. The Contractor must present proof of provision of the guarantee to TACV SA before making the advance payments.
4. The deposit will be released progressively, as the contractual payments corresponding to the advance payment made by TACV SA are carried out.

Clause 26

Execution of the Security Deposit

- a. TACV SA may execute the security deposit provided by the consultant, without the need for a prior judicial or arbitration decision, to satisfy any credits resulting from delay, defective performance, definitive non-compliance with contractual or legal obligations, including the payment of penalties, or for any other purposes specifically provided for in the contract or by law.
- b. Before executing the deposit, TACV SA will notify the consultant/consulting firm, giving them a period of 10 (ten) days to proceed directly with the reimbursement of the advance, under penalty of execution of the deposit.

TERMS OF REFERENCE
Consultancy Services Contract No. 1/2025
Preparation of Strategic and Business Plan 2026-2031 for
TACV SA Cabo Verde Airlines

Clause 27

Expenses

The Consultant shall be responsible for all expenses incurred as a result of obligations arising from the contract, including those relating to the provision and maintenance of the deposit.

CHAPTER IV

FINAL PROVISIONS

Clause 28

Object of the duty of confidentiality

1. The consultant must maintain confidentiality regarding all information and documentation, security, technical and non-technical, commercial or otherwise, relating to TACV SA, of which he may have knowledge under or in relation to the execution of the contract.
2. The information and documentation covered by the duty of confidentiality may not be transmitted to third parties, nor be subject to any use or form of exploitation other than those directly and exclusively related to the execution of the contract, unless expressly authorized by TACV SA.
3. The consultant undertakes to remove and/or destroy, at the end of the provision of services, any and all types of records (in any type of medium, including paper or digital) related to the information covered by the duty of confidentiality.
4. The information and documentation that are demonstrably in the public domain at the time they are obtained by the consultant, or that the consultant is legally obliged to reveal, by law, legal proceedings or at the request of regulatory authorities or other competent administrative entities, are excluded from the duty of confidentiality provided for.

Clause 29

Term of confidentiality obligation

The duty of confidentiality remains in force beyond the fulfillment or termination, for any reason, of the contract and without prejudice to subsequent subjection to any legal duties relating, in particular, to the protection of commercial secrets, or the credibility, prestige or trust owed to legal persons.

Clause 30

Subcontracting and assignment of the contractual position by the consultant

1. Subcontracting and assignment of the contractual position by the consultant depend on prior authorization from TACV SA, in accordance with the provisions of article 27 of the Legal Framework for Administrative Contracts.
2. For the purposes of the provisions of the previous number, the consultant must identify which contractual services he specifically intends to subcontract or transfer to the subcontractor or transferee in question, presenting the documents referred to in no. 6 of article 27.
3. TACV SA may, at any time, request the replacement of any subcontractor, if:
 - (a) In your opinion, this subcontractor does not appear qualified to fulfill the subcontracted obligations;
 - (b) Become aware of any breach by the subcontractor of any obligations arising from the contract or any legislation or regulation applicable to it.
4. If TACV SA requires the subcontractor to be replaced, the consultant must, within a maximum period of 15 (fifteen) days from the date of receipt of the communication from TACV SA, identify the new subcontractor and present the documents referred to in paragraph 6 of article 27 of the Legal Framework for Administrative Contracts.
5. The authorization of the new subcontracting referred to in the previous number will comply with the provisions of article 27 of the Legal Framework for Administrative Contracts.
6. In case of subcontracting, the consultant remains the guarantor and solely responsible to TACV SA for the execution of consultancy services.

TERMS OF REFERENCE
Consultancy Services Contract No. 1/2025
Preparation of Strategic and Business Plan 2026-2031 for
TACV SA Cabo Verde Airlines

Clause 31

Assignment of contractual position by TACV SA

1. TACV SA may transfer its contractual position at any time, without the need for the consultant's agreement.
2. Without prejudice to the provisions of the previous paragraph, the consultant may oppose the transfer of the contractual position by TACV SA, if there is a well-founded fear that the transfer involves an increased risk of non-compliance with the obligations arising from the contract by the potential transferee or a reduction in the consultant's guarantees.

Clause 32

Duty of Information

1. The consultant undertakes to provide the information and clarifications requested by TACV SA regarding the execution of the services, with the frequency that it reasonably deems appropriate.
2. The consultant undertakes to inform TACV SA, within 7 (seven) days of becoming aware of the start or imminence of any judicial or extrajudicial proceedings that may lead to the declaration of insolvency, the taking of a measure analogous to insolvency or its termination, or the occurrence of any other circumstance that disrupts the execution of the contract.
3. TACV SA and the consultant undertake to communicate to each other, within 3 (three) days of becoming aware of the occurrence of any circumstances that prevent the fulfillment or timely fulfillment of any of their respective contractual obligations.

Clause 33

Communications

1. Unless a special form is permitted by TACV SA, all communications between the Parties relating to this contract must be made in writing, by letter or fax, and sent to the addresses and reception points of the Parties.

TERMS OF REFERENCE
Consultancy Services Contract No. 1/2025
Preparation of Strategic and Business Plan 2026-2031 for
TACV SA Cabo Verde Airlines

2. Communications made under the terms of the previous number are considered to have been made on the date of their receipt or, if received outside normal business hours, on the first immediately following business day.
3. Communications sent by registered mail or registered letter with acknowledgement of receipt will be considered to have been made on the date of signature of the respective protocol or notice.
4. Communications made by fax, the content of which is not perfectly legible by the respective recipient, shall not be considered to have been made, provided that the latter communicates this fact to the Party that issued the said communication on the first working day immediately following that of its receipt.
5. Any change in the contact details of each Party, including changes to the legal representative and registered office, must be immediately communicated to the other Party, in accordance with paragraph 1 of this clause.

Clause 34

Dispute resolution

1. For the knowledge of any disputes arising from this contract, namely those relating to its interpretation, execution, non-compliance, invalidity, resolution or reduction, the court of the District of Praia is competent, with express waiver of any other.
2. The parties may derogate from the provisions of the previous paragraph by written agreement, deciding to submit a specific dispute to arbitration.

Clause 35

Counting deadlines

Unless otherwise stated in these terms of reference, contractual terms are continuous, running on Saturdays, Sundays and public holidays.

TERMS OF REFERENCE
Consultancy Services Contract No. 1/2025
Preparation of Strategic and Business Plan 2026-2031 for
TACV SA Cabo Verde Airlines

Clause 36

Applicable law

The contract underlying this Procedure is regulated by Cabo Verdean legislation, including the Legal Framework for Administrative Contracts.

Cabo Verde, Praia, July 7, 2025.

ANNEX 1 – Declaration of acceptance of the Terms of Reference

ANNEX 2 – Declaration of absence of impediments

TERMS OF REFERENCE
Consultancy Services Contract No. 1/2025
Preparation of Strategic and Business Plan 2026-2031 for
TACV SA Cabo Verde Airlines

ANNEX I

Declaration of acceptance of the Terms of Reference

- 1 - . . . (name, identification document number and address), as legal representative of (1) . . . (firm, tax identification number and registered office or, in the case of a competing group, firms, tax identification numbers and registered offices), having taken full and perfect knowledge of the Specifications relating to the execution of the contract to be concluded following the procedure of . . . (designation or reference to the procedure in question), declares, under oath, that its represented party (2) undertakes to execute the said contract in accordance with the content of the aforementioned Terms of Reference, in relation to which it declares to accept, without reservations, all its clauses.
- 2 - It also declares that it will execute the aforementioned contract under the terms set out in the following documents, which are attached as an annex (3):
 - a) . . .
 - b) . . .
- 3 - It further declares that it waives special jurisdiction and submits, in all matters relating to the execution of the aforementioned contract, to the provisions of applicable Cabo Verdean legislation.
- 4 - The declarant is fully aware that providing false statements implies, depending on the case, the exclusion of the submitted proposal or the forfeiture of the award that may be due to it and constitutes a very serious offence, under the terms of the Public Procurement Code, which may determine the application of the accessory sanction of deprivation of the right to participate, as a candidate, as a competitor or as a member of a candidate or competitor group, in any procedure adopted for the formation of public contracts, without prejudice to the reporting to the competent entity for the purposes of criminal proceedings.

. . . (place), . . . (date), . . . [signature)].

(1) Applicable only to competitors that are legal entities.

TERMS OF REFERENCE

Consultancy Services Contract No. 1/2025

Preparation of Strategic and Business Plan 2026-2031 for

TACV SA Cabo Verde Airlines

- (2) If the competitor is a natural person, delete the expression “its representative”.
- (3) List all documents that constitute the proposal, in addition to this declaration, in accordance with the provisions of article [77] of the Public Procurement Code.

ANNEX II

Declaration of absence of impediments

1 - ... (name, identification document number and address), as legal representative of
(1) . . . (firm, tax identification number and registered office or, in the case of a
competing group, firms, tax identification numbers and registered offices),
candidate/competitors in the procedure of . . . (designation or reference to the
procedure in question), declares, under oath, that its represented party (2):

- a) It is not in a state of insolvency, or in a situation of bankruptcy, liquidation, cessation of activity, subject to any preventive means of liquidation of assets or in any similar situation, nor does it have the respective process pending;
- b) Has not been convicted, or in the case of legal entities, members of the management or administration bodies in active service have not been convicted, by a final judgment, for a crime or offense relating to their professional conduct (3);
- c) You are not prevented from participating in contracting procedures for having presented false information in a previous procedure;
- d) Have their situation regularized regarding social security contributions in Cabo Verde or in the State of which they are nationals or in which their main establishment is located;
- e) Your situation is regularized with regard to taxes owed to the Cabo Verdean State or to the State of which you are a national or in which your main establishment is located;
- f) Has not been convicted, or, in the case of legal entities, the members of the management or administration bodies in active service have not been convicted, by final judgment, for the crime of participating in the activities of a criminal organization, corruption, fraud or money laundering, or, in the case of the proceedings aiming at the conclusion of a works contract or a public works concession contract, for the commission of crimes that, under the terms of the legal regime of access and permanence in the construction activity, prevent access to that activity;

TERMS OF REFERENCE
Consultancy Services Contract No. 1/2025
Preparation of Strategic and Business Plan 2026-2031 for
TACV SA Cabo Verde Airlines

- g) It has not participated, nor will it participate, directly or indirectly, and by any means, in the preparation of the procedure, nor is its representative or employee in this situation;
 - h) It has not participated, nor will it participate, directly or indirectly, in a contract that is covered by the consultancy services that are the subject of the procedure, nor is its representative or employee in such a situation.
- 2 - The declarant attaches [or indicates . . . as the address of the website where they can be consulted (5)] the documents proving that the person represented (6) is not in the situations provided for in subparagraphs b), d), e) and f) of number 1 above (7).
- 3 - The declarant is fully aware that providing false statements implies, depending on the case, the exclusion of the application or proposal or the forfeiture of the award, as well as constituting a very serious administrative offence, which may result in the application of the additional sanction of deprivation of the right to participate, as a candidate, as a competitor or as a member of a candidate or competitor group, in any procedure adopted for the formation of public contracts, without prejudice to the reporting to the competent entity for the purposes of criminal proceedings.

. . . (place), . . . (date), . . . [signature]

- (1) Applicable only to competitors that are legal entities.
- (2) If the competitor is a natural person, delete the expression “its representative”.
- (3) Indicate whether, in the meantime, the respective rehabilitation has occurred.
- (4) Applicable only to procedures for the formation of a contract for the provision of consultancy services;
- (5) Add any necessary information to the query, if applicable.
- (6) If the competitor is a natural person, delete the expression “its representative”.
- (7) Only applicable after notification of the award decision, under the terms set out in Article 102 of the Public Procurement Code.