



INVITATION FOR PREQUALIFICATION

INTERNATIONAL OPEN TENDER FOR THE SELECTION OF THE CONTRACTOR FOR THE DESIGN, ENGINEERING AND CONSTRUCTION OF THE MODERNIZATION AND EXTENSION OF PORTO GRANDE, SÃO VICENTE ISLAND

REF.ª 03_GPENAPOR_2026

Island: São Vicente
Country: Cabo Verde

Funded by: European Investment Bank (EIB) and the European Union (EU), through the resources of the Global Gateway

Issued on: March 2, 2026

Foreword

This Procurement Document (PD) follows the World Bank Standard Procurement Document “Prequalification Document Works” version July 2023, which has been adjusted to reflect the provisions of the European Investment Bank’s (EIB) Guide to Procurement (GtP) version 2024.

Procurement Document Summary

Procurement Notice - Invitation for Prequalification

Prequalification Document: Procurement of Works

PART 1 – PREQUALIFICATION PROCEDURES

Section I - Instructions to Applicants (ITA)

This Section provides information to help the Applicants in preparing and submitting their Applications for Prequalification (“Applications”). Information is also provided on opening and evaluation of Applications. **Section I contains provisions that are to be used without modification.**

Section II - Prequalification Data Sheet (PDS)

This Section includes provisions that are specific to each prequalification and supplement Section I, Instructions to Applicants.

Section III - Qualification Criteria and Requirements

This Section specifies the methods, criteria, and requirements to be used to determine how Applicants shall be prequalified and later invited to bid.

Section IV - Application Forms

This Section includes the Application Submission Letter and other forms required to be submitted with the Application.

Section V - Eligible Countries

This Section contains information regarding eligible countries.

Section VI - Fraud and Corruption

This Section provides the Applicants with the reference to the Bank’s policy in regard to Fraud and Corruption applicable to the prequalification process.

PART 2 – WORKS’ REQUIREMENTS Section VII -**Scope of Works**

This Section includes a summary description, delivery and completion schedules, and Site and other Data of the Works subject of this Prequalification. The Scope of Works may also include a summary of the environmental and social (ES) requirements (including requirements relating to Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)) which are to be satisfied by the Contractor in executing the Works.

Invitation for Prequalification



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For operations outside the European Union

CONTRACT NOTICE

The compliance of information provided in this form with the EIB's Guide to Procurement is the procuring entity's responsibility.

Project name: Works for the Modernization and Extension of Porto Grande, São Vicente Island – Cabo Verde

Preliminary questions

Type of contract:

- Works
- Supplies
- Services

Type of procedure:

- Open procedure
- Restricted procedure
- Competitive procedure with negotiation
- Competitive dialogue

Section I: Procuring entity

Name and address *(please identify procuring entity responsible for the procedure)*

Official name: ENAPOR - National Port Administration Company

Country: Cabo Verde

Town: Mindelo

Postal address: Avenida Marginal

Postal code: 2110

Contact person: Oswaldo Lima Lopes

Email: concursos.procurement@enapor.cv

Tel: +238 230 75 00

Fax: (238) 232 43 37/ (238) 232 21 70



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Internet address (URL): www.enapor.cv or select N/A

Communication

The procurement documents are available for unrestricted and full direct access, free of charge, at (URL): Click here to enter URL. or select N/A [if URL not available]

or

Access to the procurement documents is restricted. Further information can be obtained at (URL): www.enapor.cv and www.mf.gov.cv/web/ecompras or select N/A [if URL not available]

[If N/A is selected, it is compulsory to fill the contact details in 'another address' under 'Additional information can be obtained from']

Additional information can be obtained from

- the abovementioned address
- another address:

[Please fill this section only if 'another address' is selected]

Official name: Click here to enter the name.

Country: Click here to enter country.

Town: Click here to enter town.

Postal address: Click here to enter street.

Postal code: Click here to enter postal code.

Contact person: Click here to enter the name of contact person.

Email: Click here to enter email. Only one email address is allowed.

Tel: Click here to enter telephone number. Only one telephone number is allowed.

Fax: Click here to enter fax number. Only one fax number is allowed.

Internet address (URL): Click here to enter URL.

or select N/A

Tenders or requests to participate must be submitted

- electronically via: concursos.procurement@enapor.cv



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Applications shall be submitted electronically, in password-protected .zip format, using file-transfer platforms (e.g. WeTransfer or DropBox).

- to the abovementioned address
- to the following address: [Click here to provide address.](#)

[Please fill this section only if 'to the following address' is selected]

Official name: [Click here to enter the name.](#)

Country: [Click here to enter country.](#)

Town: [Click here to enter town.](#)

Postal address: [Click here to enter street.](#)

Postal code: [Click here to enter postal code.](#)

Contact person: [Click here to enter the name of contact person.](#)

Email: [Click here to enter email. Only one email address is allowed.](#)

Tel: [Click here to enter telephone number. Only one telephone number is allowed.](#)

Fax: [Click here to enter fax number. Only one fax number is allowed.](#)

Internet address (URL): [Click here to enter URL.](#)

or select N/A

Type of the procuring entity

- Ministry or any other national or regional authority, including their regional or local subdivisions
- Body governed by public law
- National or federal agency/office
- International organisation
- Regional or local authority
- Other type: [Click here to enter other type.](#)
- Regional or local agency/office

Main activity

- General public services
- Housing and community amenities
- Public order and safety
- Social protection
- Environment
- Recreation, culture and religion



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**PROJECTS DIRECTORATE****PROCUREMENT OFFICE** Economic and financial affairs Education Health Production, transport and distribution of gas and heat Urban railway, tramway, trolleybus or bus services Electricity Railway services Extraction of gas and oil Port-related activities Exploration and extraction of coal and other solid fuels Airport-related activities Water Postal services Other activity: [Click here to enter other activity.](#)**Section II: Object****Scope of the procurement**

Prequalification Phase of an International Open Tender for the Selection of a Contractor for the Design, Engineering and Construction of the **Modernization and Extension of Porto Grande, São**

Title: Vicente Island – Cabo Verde

Reference number:

EIB-GtP/MOB

[Click here to enter procuring entity's contract reference number.](#)

ENAPOR, S.A. intends to prequalify Applicants for participation in a subsequent International Open Tender for a Design and Build Contract for the Modernization and Extension of Porto Grande, located on São Vicente Island, Cabo Verde, under a project financed by the European Investment Bank (EIB).

The Works comprise the design and construction of new and upgraded port infrastructure, including maritime structures, quays, yard expansion and associated civil works, in compliance with Environmental and Social (E&S) requirements.

Short description: The procurement process will follow the EIB Guide to Procurement.

Estimated total contract value excluding VAT:

N/ACurrency: EUR**This contract is divided into lots**



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 yes no

[Please fill this section only if contract is divided into lots.]

Quantity of lots: [Click here to enter number of lots.](#)

Tenders may be submitted for

all lots one lot only maximum number of lots [Click here to enter max number of lots.](#)

Maximum number of lots that may be awarded to one tenderer .

The procuring entity reserves the right to award contracts combining the following lots or groups of lots

[Click here to indicate lots or group of lots that may be combined up to 400 characters.](#)

[If the contract is divided into lots, please fill the Annex I of the Standard Form of Contract Notice for each lot separately and do NOT fill the Description section immediately below.]

Description

Main site or place of performance

Porto Grande, São Vicente Island – Cabo Verde

Description of the procurement

The procurement concerns a Design and Build (D&B) Contract for the Modernization and Extension of Porto Grande, located on the north-western coast of São Vicente Island, Cabo Verde. The Project is promoted by ENAPOR, S.A. as part of the national strategy for port infrastructure modernization and expansion, and is financed by the European Investment Bank (EIB).

The Contract will comprise the full detailed design, construction, testing, commissioning and handover of upgraded port infrastructure, based on a Preliminary Design currently under optimization through ongoing Development Design and preparatory studies.

The main objectives of the Project are to improve port safety and operational efficiency, increase berthing and cargo handling capacity, and support the sustainable social and economic development of the region.



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The Works are expected to include, inter alia:

- Construction of a new breakwater and berthing dock;
- Construction and rehabilitation of quays and port infrastructure;
- Expansion of the container yard and associated land reclamation;
- Dredging works and maritime structures;
- Installation of utilities and port services;
- Compliance with Environmental and Social (E&S) requirements.

The Contract duration is preliminarily estimated at up to 42 months, and the procurement process will be conducted in accordance with the EIB Guide to Procurement. Detailed requirements will be provided in the Request for Bids issued to prequalified Applicants.

Award criteria

- Criteria below
- Price is not the only award criterion and all criteria are stated only in the procurement documents

[Please fill the criterions below only if 'Criteria below' is selected. If 'Price is not the only award criterion and all criteria are stated only in the procurement documents' is selected do not fill any of the quality or cost criteria or price below]

- Quality criterion

[Please fill the quality criterions below ONLY if 'Quality criterion' is selected.]

Quality criterion	Weighting
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____

and/or

- Cost criterion





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[Please fill the cost criterions below ONLY if 'Cost criterion' is selected.]

Cost criterion	Weighting
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____

and/or

If ONLY 'Price' is selected do not fill any of the quality or cost criterions above.]

Price Weighting: [Click here to enter weighting for price \(ONLY if selected in combination with quality criterion\).](#)

Duration of the contract

Duration in months 42 months or Range
 Start: [Click here to enter start date.](#)
 End: [Click here to enter end date.](#)

*[This section to be filled only if **restricted procedure or competitive procedure with negotiation or competitive dialogue** is selected under the Preliminary questions of this form]*

Envisaged number of candidates Range
[Click here to enter envisaged number of candidates](#) Envisaged minimum number: [Click here to enter envisaged minimum number of candidates](#)
 Maximum number: [Click here to enter envisaged maximum number of candidates](#)

Objective criteria for choosing the limited number of candidates

[Click here to enter objective criteria for choosing the limited number of candidates to be invited up to 4000 characters.](#)





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Variants will be accepted

Yes No

Options

Yes No

Description of options

Click here to enter description of options up to 4000 characters.

Additional information

Type of quay structure (as a variant)

Section III: Legal, economic, financial and technical information

Conditions for participation

Suitability to pursue the professional activity

Applicants must be legally established and authorised to carry out activities related to the design, engineering and construction of port and maritime infrastructure, in accordance with the laws of their country of establishment.

Applicants shall provide evidence of legal registration, relevant professional or trade licences (where applicable), and compliance with applicable legal and regulatory requirements.

Economic and financial standing

Selection criteria as stated in the procurement documents

or

List and brief description of selection criteria:

Click here to enter a list and brief description of selection criteria up to 4000 characters.

Minimum level(s) of standards possibly required:

Click here to enter minimum level(s) required up to 4000 characters.

Technical and professional ability

Selection criteria as stated in the procurement documents

or

List and brief description of selection criteria:



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Click here to enter a list and brief description of selection criteria up to 4000 characters.

Minimum level(s) of standards possibly required:

Click here to enter minimum level(s) required up to 4000 characters.

Conditions related to the contract

Contract performance conditions

The detailed contract performance conditions will be specified in the Tender Documents provided to the shortlisted candidates invited to submit bids. These will include, inter alia, requirements related to Environmental and Social (ES) Standards, occupational health and safety, SEA/SH risk management, quality assurance, reporting, and compliance with the EIB Covenant of Integrity.

Information about staff responsible for the performance of the contract

Obligation to indicate the names and professional qualifications of the staff assigned to performing the contract

Section IV: Procedure

Description

Information about a framework agreement

The procurement involves the establishment of a framework agreement

[This section to be filled ONLY if 'The procurement involves the establishment of a framework agreement' is selected.]

Framework agreement with a single operator

or

Framework agreement with several operators

Envisaged maximum number of participants to the framework agreement: Click here to enter maximum number of participants, if applicable.

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[This section to be filled ONLY if **competitive procedure with negotiation or competitive dialogue** is selected]

Recourse to staged procedure to gradually reduce the number of solutions to be discussed or tenders to be negotiated

[This section may be filled only if **competitive procedure with negotiation** is selected]

The procuring entity reserves the right to award the contract on the basis of the initial tenders without conducting negotiations

Administrative information

Previous publication concerning this procedure

[Please enter the Prior Information Notice number, if there was one.]

Notice number in the OJEU (if published in the OJEU)	Field value must start with '19' or '20' and contain 4 digits.	/S	Field value must contain between 2 and 4 digits.	-	Field value must contain 6 digits.
EIB Reference Number (if published on the EIB website)	Field value must contain 6 digits.	-	Field value contains EIB contract number.		

Time limit for receipt of tenders or requests to participate

Date: 27/04/2026

Local time (hh:mm)

09:00

[This section to be filled ONLY if **restricted procedure or competitive procedure with negotiation or competitive dialogue** is selected]

Estimated date of dispatch of invitations to tender or to participate to selected candidates

Date: [Click here to enter estimated date.](#)



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Languages in which tenders or requests to participate may be submitted

English

N/A

 Tender must be valid until

[Click here to enter a date.](#)

or

 Duration in months (from the date stated for receipt of tender)

6 months

*[This section to be filled only if **open procedure** is selected]*

Conditions for opening of tenders

Date: 28/04/2026

Local time (hh:mm)

09:00

Place

ENAPOR offices, Av. Marginal C.P. 82, Mindelo, São Vicente, Cabo Verde.

The opening will be **public and conducted electronically**, with participation by videoconference for Applicants.

Information about authorised persons and opening procedure

The opening of Applications will be conducted through an **electronic opening procedure**. The presence of Applicants or their authorised representatives is **not required**.

The access link (or access details) to the online opening session shall be provided by ENAPOR's Procurement Office **no later than 30 minutes prior to the opening session**.

The password required to access the Applications shall be provided within **30 minutes of the opening session**, in accordance with the Instructions to Applicants.

Any password submitted before or after the established time shall render the Application non-compliant and it shall be rejected and not opened.

Late Applications will not be opened.

Section VI: Complementary information

Additional information:

N/A



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Procedures for review

Review body

Official name ARAP - Cabo Verde Public Procurement Authority

Country Cabo Verde

Town Praia

Postal address: Rua Neves Ferreira nº 05, Plateau

Postal code: 787

Enapor, March 2, 2026



Assinado de forma digital por Ireneu Rosa Azevedo Camacho
Dados: 2026.03.02 10:29:20 -01'00'

Ireneu Rosa de Azevedo Camacho

President of the Board of Directors of ENAPOR

Prequalification Document

Procurement of:

***WORKS FOR THE MODERNIZATION AND EXTENSION
OF THE PORT OF SÃO VICENTE - CABO VERDE***

Invitation for Prequalification No.: REF.^a 03_GPENAPOR_2026

Prequalification Document (PQD) No:

Project: Modernization and Extension of the Port of São Vicente

Employer: ENAPOR – Empresa Nacional de Administração dos Portos, S.A.
(National Port Administration Company)

Country: Cabo Verde

Issued on: March 2, 2026

Standard Procurement Document

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PART 1 – Prequalification Procedures

Section I - Instructions to Applicants

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Section I - Instructions to Applicants

A. General

1. **Scope of Application**
 - 1.1 In connection with the invitation for Prequalification indicated in Section II (Prequalification Data Sheet) (PDS), the Employer, as defined **in the PDS**, issues this Prequalification Document (“Prequalification Document”) to prospective applicants (“Applicants”) interested in submitting applications (“Applications”) for prequalification to bid for the Works described in Section VII (Scope of Works). In case the Works are to be bid as individual contracts (i.e., the slice and package procedure), these are listed **in the PDS**. The Request for Bids (RFB) number corresponding to this prequalification is also provided **in the PDS**.
 - 1.2 The procurement process will be conducted in accordance with the EIB Guide to Procurement, which is available at the electronic address specified **in the PDS**.
2. **Source of Funds**
 - 2.1 The Borrower or Recipient (hereinafter called “Borrower”) indicated **in the PDS** has applied for or received financing (hereinafter called “funds”) from the European Investment Bank hereinafter called “the Bank” or “EIB”) in an amount specified **in the PDS**, towards the cost of the project named **in the PDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) resulting from the bidding for which this prequalification is conducted.
 - 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan (or credit) account for the purpose of any payment to persons or entities, or for any import of goods, equipment, plant or materials, or services if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the European Union¹, either autonomously or pursuant to the financial sanctions decided by the United Nations Security Council taken on the basis of Article 41 of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the

¹ Pursuant to Chapter 2 of Title V of the Treaty on European Union (EU Treaty) and the objectives of the Common Foreign and Security Policy set out in Article 21 of the EU Treaty and Article 215 of the Treaty on the Functioning of the European Union.

proceeds of the loan (or credit).

3. Fraud and Corruption

- 3.1 The Bank requires compliance with the Bank's Anti-Fraud Policy and its Exclusion Policy, as set forth in Section VI, Fraud and Corruption.
- 3.2 In further pursuance of this policy, Applicants shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, contractors, suppliers, and personnel, to permit the Borrower, the Bank and auditors appointed by either of them, as well as any authority or European Union institution or body having competence under European Union Law to inspect and copy all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission (in case prequalified), proposal submission, and contract performance (in the case of award).

4. Eligible Applicants

- 4.1 Applicants shall meet the eligibility criteria as per this ITA and ITA 5.1 and 5.2.
- 4.2 An Applicant may be a firm that is a private entity, a state-owned enterprise or institution subject to ITA 4.8 or any combination of such entities in the form of a joint venture ("JV") under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the prequalification process, bidding (in the event the JV submits a Bid) and during contract execution (in the event the JV is awarded the Contract). Unless specified **in the PDS**, there is no limit on the number of members in a JV.
- 4.3 A firm may apply for prequalification both individually, and as part of a joint venture, or participate as a subcontractor. If prequalified, it will not be permitted to bid for the same contract both as an individual firm and as a part of the joint venture or as a subcontractor. However, a firm may participate as a subcontractor in more than one Bid, but only in that capacity. Bids submitted in violation of this procedure will be rejected.²

² If this Document is being used to prequalify Applicants for the Procurement of Plant and the Promoter will use the World Bank Standard Procurement Document for Plant, modify this provision in the PDS to reflect the "One Bid per

- 4.4 A firm and any of its affiliates (that directly or indirectly control, are controlled by or are under common control with that firm) may submit its application for prequalification either individually, as joint venture or as a subcontractor among them for the same contract. However, if prequalified, only one prequalified Applicant will be allowed to bid for the same contract. All Bids submitted in violation of this procedure will be rejected.
- 4.5 An Applicant may have the nationality of any country, subject to the restrictions pursuant to ITA 5.1 and 5.2. An Applicant shall be deemed to have the nationality of a country if the Applicant is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed specialized sub-contractors or suppliers for any part of the Contract including related Services.
- 4.6 Applicants shall not have a conflict of interest. The assessment of any potential conflict of interest shall be done as per article 1.5 of the Bank's Guide to Procurement. Applicants shall be considered to have a conflict of interest, if they, or any of their affiliates, participated as a consultant in the preparation of the design or technical specifications or have been hired or proposed to be hired by the Employer or Borrower as Engineer for contract implementation of the Works that are the subject of this prequalification. In addition, Applicants may be considered to have a conflict of interest if they have a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the prequalification Document or Request for Bids (RFB) Document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract, unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the prequalification, RFB process and execution of the Contract.
- 4.7 An Applicant that has been excluded by the Bank, pursuant to the Bank's Exclusion Policy , as described in Section VI, shall

be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of excluded firms and individuals is available at the electronic address specified **in the PDS**.

- 4.8 Applicants that are state-owned enterprise or institutions in the Employer's Country may be eligible to prequalify, compete and be awarded a Contract(s) if they do not create a conflict of interest situation.
- 4.9 An Applicant shall not be under suspension from bidding by the Employer as the result of the execution of a Bid/Proposal–Securing Declaration.
- 4.10 An Applicant shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.11 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment: (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.
- 4.12 If a Covenant of Integrity is requested under ITA 11.1 (d), the Applicant shall self-declare in the Covenant all convictions, exclusions or other sanctions, exclusion/sanctions proceedings, and/or enforcement actions, as requested by the standard EIB Covenant of Integrity (Annex 3 of the EIB Guide to procurement - [Guide to procurement for projects financed by the EIB](#)). In this regard, any omission or misrepresentation, made knowingly or recklessly, may be considered as fraud under the EIB Anti-Fraud Policy. Therefore, the Employer reserves the right to reject any offer presenting an inaccurate or incomplete Covenant of Integrity, and may cause the rejection of the offer for prohibited conduct.
- 4.13 The Bank requires that Bidders and (sub-)contractors participating in a bidding procedure or a contract to be financed by the Bank will not violate or have not violated any intellectual property rights or include any condition aimed at forced transfer of technology without prior voluntary consent of the concerned party.

5. Eligibility

- 5.1 Firms and individuals may be ineligible if they are nationals

of ineligible countries as indicated in Section V. The countries, persons or entities are ineligible if:

- (a) by an act of compliance with a decision of the European Union³, either autonomously or pursuant to the financial sanctions decided by the United Nations Security Council taken on the basis of Article 41 of the Charter of the United Nations, it is prohibited to provide or otherwise make funds available, directly or indirectly, to or for the benefit of an individual or entity that is subject to such financial sanctions.

B. Contents of the Prequalification Document

6. Sections of Prequalification Document

- 6.1 This Prequalification Document consists of parts 1 and 2 which comprise all the sections indicated below, and which should be read in conjunction with any Addendum issued in accordance with ITA 8.

PART 1 Prequalification Procedures

- Section I - Instructions to Applicants (ITA)
- Section II - Prequalification Data Sheet (PDS)
- Section III - Qualification Criteria and Requirements
- Section IV - Application Forms
- Section V – Eligible Countries
- Section VI – Fraud and Corruption

PART 2 Works Requirements

- Section VII - Scope of Works
- 6.2 Unless obtained directly from the Employer, the Employer accepts no responsibility for the completeness of the document, responses to requests for clarification, the minutes of the pre-Application meeting (if any), or Addenda to the Prequalification Document in accordance with ITA 8. In case of any discrepancies, documents issued directly by the Employer shall prevail.
- 6.3 The Applicant is expected to examine all instructions, forms, and terms in the Prequalification Document and to furnish with its Application all information or documentation as is required by

³ Pursuant to Chapter 2 of Title V of the Treaty on European Union (EU Treaty) and the objectives of the Common Foreign and Security Policy set out in Article 21 of the EU Treaty and Article 215 of the Treaty on the Functioning of the European Union.

the Prequalification Document.

- 6.4 The Applicant should alert the Employer in writing, with a copy to the European Investment Bank to procurementcomplaints@eib.org, in case they should consider that certain clauses or technical specifications of the Prequalification Document might limit international competition or introduce an unfair advantage to some applicants.

7. Clarification of Prequalification Document and Pre-Application Meeting

- 7.1 An Applicant requiring any clarification of the Prequalification Document shall contact the Employer in writing at the Employer's address indicated **in the PDS**. The Employer will respond in writing to any request for clarification provided that such request is received no later than fourteen (14) days prior to the deadline for submission of the applications. The Employer shall forward a copy of its response to all prospective Applicants who have obtained the Prequalification Document directly from the Employer, including a description of the inquiry but without identifying its source. If so indicated **in the PDS**, the Employer shall also promptly publish its response at the web page identified **in the PDS**. Should the Employer deem it necessary to amend the Prequalification Document as a result of a clarification, it shall do so following the procedure under ITA 8. and in accordance with the provisions of ITA 17.2.
- 7.2 If indicated **in the PDS**, the Applicant's designated representative is invited at the Applicant's cost to attend a pre-Application meeting at the place, date and time mentioned **in the PDS**. During this pre-Application meeting, prospective Applicants may request clarification of the project requirement, the criteria for qualifications or any other aspects of the Prequalification Document.
- 7.3 Minutes of the pre-Application meeting, if applicable, including the text of the questions asked by Applicants, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Applicants who have obtained the Prequalification Document. Any modification to the Prequalification Document that may become necessary as a result of the pre-Application meeting shall be made by the Employer exclusively through the use of an Addendum pursuant to ITA 8. Non-attendance at the pre-Application meeting will not be a cause for disqualification of an Applicant.

8. Amendment of

- 8.1 At any time prior to the deadline for submission of

Prequalification Document

Applications, the Employer may amend the Prequalification Document by issuing an Addendum.

- 8.2 Any Addendum issued shall be part of the Prequalification Document and shall be communicated in writing to all Applicants who have obtained the Prequalification Document from the Employer. The Employer shall promptly publish the Addendum at the Employer's web page identified **in the PDS**.
- 8.3 To give Applicants reasonable time to take an Addendum into account in preparing their Applications, the Employer may, at its discretion, extend the deadline for the submission of Applications in accordance with ITA 17.2.

C. Preparation of Applications

9. Cost of Applications

- 9.1 The Applicant shall bear all costs associated with the preparation and submission of its Application. The Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the prequalification process.

10. Language of Application

- 10.1 The Application as well as all correspondence and documents relating to the prequalification exchanged by the Applicant and the Employer, shall be written in the language specified **in the PDS**. Supporting documents and printed literature that are part of the Application may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the language specified **in the PDS**, in which case, for purposes of interpretation of the Application, the translation shall govern.

11. Documents Comprising the Application

- 11.1 The Application shall comprise the following:
- (a) **Application Submission Letter**, in accordance with ITA 12.1;
 - (b) **Eligibility**: documentary evidence establishing the Applicant's eligibility, in accordance with ITA 13.1;
 - (c) **Qualifications**: documentary evidence establishing the Applicant's qualifications, in accordance with ITA 14; and
 - (d) any other document required as specified **in the PDS**.
- 11.2 The Applicant shall furnish information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Application.

- 12. Application Submission Letter** 12.1 The Applicant shall complete an Application Submission Letter as provided in Section IV (Application Forms). This Letter must be completed without any alteration to its format.
- 13. Documents Establishing the Eligibility of the Applicant** 13.1 To establish its eligibility in accordance with ITA 4, the Applicant shall complete the eligibility declarations in the Application Submission Letter and Forms ELI (eligibility) 1.1 and 1.2, included in Section IV (Application Forms).
- 14. Documents Establishing the Qualifications of the Applicant** 14.1 To establish its qualifications to perform the contract(s) in accordance with Section III, Qualification Criteria and Requirements, the Applicant shall provide the information requested in the corresponding Information Sheets included in Section IV (Application Forms).
- 14.2 Wherever an Application Form requires an Applicant to state a monetary amount, Applicants should indicate the EUR equivalent using the rate of exchange determined as follows:
- (a) For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted).
 - (b) Value of single contract - Exchange rate prevailing on the date of the contract.
- Exchange rates shall be taken from the publicly available source identified **in the PDS**. Any error in determining the exchange rates in the Application may be corrected by the Employer.
- 15. Signing of the Application and Number of Copies** 15.1 The Applicant shall prepare one set of the documents comprising the Application as described in ITA 11. The Application shall be signed by a person duly authorized to sign on behalf of the Applicant. In case the Applicant is a JV, the Application shall be signed by an authorized representative of the JV on behalf of the JV and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized signatories.

D. Submission of Applications

- 17. Deadline for Submission of Applications** 17.1 Applicants must submit their Applications electronically, in accordance with electronic Application submission procedures specified **in the PDS**.
- 17.2 The Employer may, at its discretion, extend the deadline for the submission of Applications by amending the Prequalification Document in accordance with ITA 8, in which case all rights and

obligations of the Employer and the Applicants subject to the previous deadline shall thereafter be subject to the deadline as extended.

18. Late Applications

18.1 The Employer reserves the right to accept applications received after the deadline for submission of applications, unless otherwise specified **in the PDS**.

19. Opening of Applications

19.1 The Employer shall open all Applications at the date, time and place specified **in the PDS**. Late Applications shall be treated in accordance with ITA 18.1.

19.2 Applications submitted electronically (if permitted pursuant to ITA 17.1) shall be opened in accordance with the procedures specified **in the PDS**.

19.3 The Employer shall prepare a record of the opening of Applications to include, as a minimum, the name of the Applicants. A copy of the record shall be distributed to all Applicants.

E. Procedures for Evaluation of Applications**20. Confidentiality**

20.1 Information relating to the Applications, their evaluation and results of the prequalification shall not be disclosed to Applicants or any other persons not officially concerned with the prequalification process until the notification of prequalification results is made to all Applicants in accordance with ITA 28.

20.2 From the deadline for submission of Applications to the time of notification of the results of the prequalification in accordance with ITA 28. any Applicant that wishes to contact the Employer on any matter related to the prequalification process may do so only in writing.

21. Clarification of Applications

21.1 To assist in the evaluation of Applications, the Employer may, at its discretion, ask an Applicant for a clarification (including missing documents) of its Application, to be submitted within a stated reasonable period of time. Any request for clarification from the Employer and all clarifications from the Applicant shall be in writing.

21.2 If an Applicant does not provide clarifications and/or documents requested by the date and time set in the Employer's request for clarification, its Application shall be evaluated based on the information and documents available at the time of

evaluation of the Application.

- 22. Responsiveness of Applications**
- 22.1 The Employer may reject any Application which is not responsive to the requirements of the Prequalification Document. In case the information furnished by the Applicant is incomplete or otherwise requires clarification as per ITA 21.1, and the Applicant fails to provide satisfactory clarification and/or missing information, it may result in disqualification of the Applicant.
- 23. Margin of Preference**
- 23.1 A margin of preference for domestic bidders shall not apply in the bidding process resulting from this prequalification.
- 24. Subcontractors**
- 24.1 Unless otherwise stated **in the PDS**, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer (so-called “Nominated Subcontractors”).
- 24.2 The Applicant shall not propose to subcontract the whole of the Works. The Employer, in ITA 25.2, may permit the Applicant to propose subcontractors for certain specialized parts of the work as indicated therein as (“Specialized Subcontractors”). Applicants planning to use such Specialized Subcontractors shall specify, in the Application Submission Letter, the activity(ies) or parts of the Works proposed to be subcontracted along with details of the proposed subcontractors including their qualification and experience.

F. Evaluation of Applications and Prequalification of Applicants

- 25. Evaluation of Applications**
- 25.1 The Employer shall use the factors, methods, criteria, and requirements defined in Section III, Qualification Criteria and Requirements, to evaluate the qualifications of the Applicants, and no other methods, criteria, or requirements shall be used. The Employer reserves the right to waive minor deviations from the qualification criteria if they do not materially affect the technical capability and financial resources of an Applicant to perform the Contract.
- 25.2 Subcontractors proposed by the Applicant shall be fully qualified for their parts of the Works. The subcontractor’s qualifications shall not be used by the Applicant to qualify for the Works unless their parts of the Works were previously designated by the Employer **in the PDS** as can be met by Specialized Subcontractors, in which case, the qualifications of the Specialized Subcontractor proposed by the Applicant may be added to the qualifications of the Applicant for the purpose

of the evaluation.

25.3 In case of multiple contracts, Applicants should indicate in their Applications the individual contract or combination of contracts in which they are interested. The Employer shall prequalify each Applicant for the maximum combination of contracts for which the Applicant has thereby indicated its interest and for which the Applicant meets the appropriate aggregate requirements. The qualification criteria and requirements are specified in Section III.

25.4 However, with respect to the specific experience under item Section III (Qualification Criteria and Requirements), 4.2 (a) , the Employer will select any one or more of the options as identified below:

N is the minimum number of contracts

V is the minimum value of a single contract.

(a) Prequalification for one Contract:

Option 1: (i) N contracts, each of minimum value V;

Or

Option 2: (i) N contracts, each of minimum value V,

Or

(ii) Less than or equal to N contracts, each of minimum value V, but with total value of all contracts equal or more than $N \times V$

(b) Prequalification for Multiple Contracts

Option 1: (i) Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the Applicant has applied for as follows, and N1, N2, N3, etc. shall be different contracts:

Lot 1: N1 contracts, each of minimum value V1;

Lot 2: N2 contracts, each of minimum value V2;

Lot 3: N3 contracts, each of minimum value V3; ----etc.

Or

Option 2: (i) Minimum requirements for combined

contract(s) shall be the aggregate requirements for each contract for which the Applicant has applied for as follows, and N1, N2, N3, etc. shall be different contracts:

Lot 1: N1 contracts, each of minimum value V1;

Lot 2: N2 contracts, each of minimum value V2;

Lot 3: N3 contracts, each of minimum value V3; ----etc,

Or

(ii) **Lot 1:** N1 contracts, each of minimum value V1; or number of contracts less than or equal to N1, each of minimum value V1, but with total value of all contracts equal or more than $N1 \times V1$

Lot 2: N2 contracts, each of minimum value V2; or number of contracts less than or equal to N2, each of minimum value V2, but with total value of all contracts equal or more than $N2 \times V2$

Lot 3: N3 contracts, each of minimum value V3; or number of contracts less than or equal to N3, each of minimum value V3, but with total value of all contracts equal or more than $N3 \times V3$ ----etc.

Or

Option 3: (i) Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the Applicant has applied for as follows, and N1, N2 ,N3, etc. shall be different contracts:

Lot 1: N1 contracts, each of minimum value V1;

Lot 2: N2 contracts, each of minimum value V2;

Lot 3: N3 contracts, each of minimum value V3; ----etc,

Or

(ii) **Lot 1:** N1 contracts, each of minimum value

V1; or number of contracts less than or equal to N1, each of minimum value V1, but with total value of all contracts equal or more than $N1 \times V1$

Lot 2: N2 contracts, each of minimum value V2; or number of contracts less than or equal to N2, each of minimum value V2, but with total value of all contracts equal or more than $N2 \times V2$

Lot 3: N3 contracts, each of minimum value V3; or number of contracts less than or equal to N3, each of minimum value V3, but with total value of all contracts equal or more than $N3 \times V3$ ----etc,

Or

(iii) Subject to compliance as per (ii) above with respect to minimum value of single contract for each lot, total number of contracts is equal or less than $N1 + N2 + N3$ +--but the total value of all such contracts is equal or more than $N1 \times V1 + N2 \times V2 + N3 \times V3$ +---.

25.5 Only the qualifications of the Applicant shall be considered. The qualifications of other firms, including the Applicant's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors in accordance with ITA 25.2 above) or any other firm(s) different from the Applicant shall not be considered.

26. Employer's Right to Accept or Reject Applications

26.1 The Employer reserves the right to accept or reject any Application, and to annul the prequalification process and reject all Applications at any time, without thereby incurring any liability to the Applicants.

27. Prequalification of Applicants

27.1 All Applicants whose Applications substantially meet or exceed the specified qualification requirements will be prequalified by the Employer.

27.2 An Applicant may be "conditionally prequalified," that is, qualified subject to the Applicant submitting or correcting certain specified nonmaterial documents or deficiencies to the satisfaction of the Employer.

27.3 Applicants that are conditionally prequalified will be so informed along with the statement of the condition(s) which must be met

to the satisfaction of the Employer before or at the time of submitting their Bids.

28. Notification of Prequalification

- 28.1 The Employer shall notify all Applicants in writing of the names of those Applicants who have been prequalified or conditionally prequalified. In addition, those Applicants who have been disqualified will be informed separately.
- 28.2 Applicants that have not been prequalified may write to the Employer to request, in writing, the grounds on which they were disqualified.

29. Request for Bids

- 29.1 Promptly after the notification of the results of the prequalification, the Employer shall invite Bids from all the Applicants that have been prequalified or conditionally prequalified.
- 29.2 Bidders may be required to provide a Bid Security or a Bid-Securing Declaration acceptable to the Employer in the form and an amount to be specified in the bidding document.
- 29.3 The successful Bidder shall be required to provide a Performance Security as specified in the bidding document.
- 29.4 If applicable, the successful Bidder shall be required to provide a separate Environmental and Social (ES) Performance Security.
- 29.5 Bidders shall be required to provide a Code of Conduct which will apply to their and sub-contractors' personnel that includes the minimum requirements specified in the bidding document.
- 29.6 Bidders shall be required to submit management strategies and implementation plans that address key Environmental and Social (ES) risks (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)) requirements.
- 29.7 The successful Bidder shall provide additional information about its beneficial ownership using the Beneficial Ownership Disclosure Form included in the bidding document.
- 29.8 If specified in the PDS, Bidders shall be required to submit a Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Declaration, using the Sexual Exploitation and Abuse (SEA), and/or Sexual Harassment (SH) declaration form included in the bidding documents.
- 29.9 Prior to Contract award, the Employer will verify that the successful Bidder (including each member of a JV) is not excluded by the Bank. The Employer will conduct the same

verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Employer will require the Bidder to propose a replacement subcontractor.

**30. Changes in
Qualifications of
Applicants**

30.1 Any change in the structure or formation of an Applicant after being prequalified in accordance with ITA 27 and invited to bid (including, in the case of a JV, any change in the structure or formation of any member and also including any change in any specialized subcontractor whose qualifications were considered to prequalify the Applicant) shall be subject to the written approval of the Employer prior to the deadline for submission of Bids. Such approval shall be denied if (i) a prequalified applicant proposes to associate with a disqualified applicant or in case of a disqualified joint venture, any of its members; (ii) as a consequence of the change, the Applicant no longer substantially meets the qualification criteria set forth in Section III (Qualification Criteria and Requirements); or (iii) in the opinion of the Employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the Employer not later than fourteen (14) days after the date of the Request for Bids.

**31. Procurement
Related Complaint**

31.1 Any person or entity having or having had an interest in obtaining the contract and (at risk of) being harmed by an alleged infringement from the applicable procurement rules, has the right to submit a complaint to the Employer and/or the national remedy mechanisms.

31.2 The procedures for making a Procurement-related Complaint are as specified in the PDS.

Section II - Prequalification Data Sheet (PDS)

A. General	
ITA 1.1	<p>The identification of the Invitation for Prequalification is: REF.^a 03_GPENAPOR_2026</p> <p>The Employer is: <i>ENAPOR – Empresa Nacional de Administração dos Portos, S.A. (National Port Administration Company)</i></p> <p>The list of contracts is: <i>Works for the Modernization and Extension of the Port of São Vicente – Cabo Verde</i></p> <p>RFB name and number are: <i>N/A</i></p>
ITA 1.2	https://www.eib.org/en/publications/20240132-guide-to-procurement-for-projects-financed-by-the-eib
ITA 2.1	The Borrower is: <i>The Government of Cabo Verde, represented by the Ministry of Finance.</i>
ITA 2.1	Loan or Financing Agreement amount: <i>N/A</i>
ITA 2.1	The name of the Project is: <i>Modernization and Extension of the Port of São Vicente – Cabo Verde</i>
ITA 4.2	Maximum number of members in the JV shall be: <i>Not limited</i>
ITA 4.7	A list of excluded firms and individuals is available on the Bank's external website: https://www.eib.org/en/about/accountability/anti-fraud/exclusion/index.htm
B. Contents of the Prequalification Document	
ITA 7.1	For clarification purposes , the Employer's address is: Email: concursos.procurement@enapor.cv
ITA 7.1 & 8.2	Web page: www.enapor.cv and www.mf.gov.cv/web/ecompras
ITA 7.2	Pre-Application Meeting will be held: <i>No</i>
C. Preparation of Applications	
ITA 10.1	This Prequalification document has been issued in the English language.

	<p>All correspondence exchange shall be in English language.</p> <p>The Application as well as all correspondence shall be submitted in English.</p> <p>Language for translation of supporting documents and printed literature is English.</p>
<p>ITA 11.1 (d)</p>	<p>The Applicant <i>“is required”</i> at prequalification stage to submit with its Application, the following EIB covenants:</p> <ul style="list-style-type: none"> - Covenant of Integrity; - Environmental and Social Covenant. <p>“The Applicant shall fill in and submit as part of its Application a duly signed EIB Covenant of Integrity and EIB Environmental and Social Covenant, using <u>without any modifications</u> the relevant forms furnished in Section IV, Application Forms.</p> <p><i>IMPORTANT:</i> <i>It should be noted that, in the Covenant of Integrity, the Applicant is requested to declare on its behalf and on behalf of its joint venture partners, if any, that neither the Applicant nor anyone, including any of its directors, employees, agents or subcontractors for the Contract, acting on its behalf with due authority or with its knowledge or consent or facilitated by it, nor any of its parent, subsidiary or affiliate companies are subject to any of the instances detailed in the Covenant of Integrity:</i></p> <ul style="list-style-type: none"> (i) <i>any Prohibited Conduct in connection with the tendering process and the commitment that neither the Applicant nor the Associated Entities and Persons will engage in such Prohibited Conduct during the execution of the Contract. Prohibited Conduct includes corruption, fraud, collusion, coercion, obstruction, theft at EIB Group premises, misuse of EIB Group resources or assets, money laundering or financing of terrorism, all as defined in the EIB Group Anti-Fraud Policy, available at https://www.eib.org/en/publications/anti-fraud-policy and as amended from time to time.</i> (ii) <i>EU/United Nations sanctions: EU sanctions or restrictive measures pursuant to Chapter 2 of Title V of the EU Treaty and the objectives of the Common Foreign and Security Policy set out in Article 21 of the EU Treaty and Article 215 of the Treaty on the Functioning of the EU, either autonomously or pursuant to the sanctions decided by the United Nations Security Council on the basis of Article 41 of the United Nations Charter.</i> (iii) <i>Any exclusion by the European Investment Bank;</i> (iv) <i>Any conviction in any court or any sanction (including a fine or any other financial penalty, irrespective of whether paid yet or not) by any authority (irrespective of whether such conviction or</i>

	<p><i>sanction is still in force) of any offence on grounds comparable to Prohibited Conduct in connection with a tendering process or any provision of works, goods or services, during the 5 (five) years immediately preceding the date of this Covenant;</i></p> <p><i>(v) Any exclusion or enforcement actions or sanction (including any decision having an effect similar to conditional non-exclusion, temporary suspension, letters of reprimand, or self-restraint) by the EU institutions or bodies, or any multilateral development bank, on grounds comparable to Prohibited Conduct, or have been under such exclusion, enforcement action or sanction the effectiveness of which ceased no more than 5 (five) years immediately preceding the date of this Covenant. Multilateral development bank includes the World Bank Group, the African Development Bank, the Asian Development Bank, the European Bank for Reconstruction and Development, the European Investment Bank and the Inter-American Development Bank.</i></p> <p><i>If applicable, the Applicant shall provide the details of all convictions, exclusions or other sanctions, exclusion/sanctions proceedings, and/or enforcement actions, listed above under paragraphs (i) to (v), in respect of the Applicant or any of its directors, employees, agents or subcontractors for the Contract, acting on its behalf with due authority or with its knowledge or consent or facilitated by it, together with details of the measures taken, or to be taken, to ensure that no Prohibited Conduct is committed in connection with the tendering process or with the execution of the Contract.</i></p> <p><i>In this regard, any omission or misrepresentation, made knowingly or recklessly, may be considered as fraud under the EIB Anti-Fraud Policy. Therefore, the Employer/Contracting Authority reserves the right to reject any offer presenting an inaccurate or incomplete Covenant of Integrity, and may cause the rejection of the offer for prohibited conduct.”</i></p>
ITA 14.2	The source for determining exchange rates is Bank of Cabo Verde
D. Submission of Applications	
ITA 17.1	<p>The deadline for Application submission is:</p> <p>Date: 27/04/2026</p> <p>Time: 9:00</p> <p>The Application submission must be done only by electronical via to the Employer's email address : concursos.procurement@enapor.cv</p> <p>The electronic Application submission procedures shall be :</p> <p>Proposals must be submitted (via WeTransfer or DropBox) in .zip format</p>

	protected by a password. The password must be provided according to ITA 19.2.
ITA 18.1	Tender Proposals arriving after the deadline for receipt will not be opened.
ITA 19.1	<p>The opening of the Applications shall be at:</p> <p>Date: 28/04/2026</p> <p>Time: 9:00</p> <p>The presence of candidates during the public opening act is not mandatory.</p> <p>The password shall be made available in accordance with ITA 19.2.</p>
ITA 19.2	<p>In the public opening session, the electronic Application opening procedures shall be as following:</p> <ul style="list-style-type: none"> • The password required to access the electronic Application shall be made available within the first thirty (30) minutes of the public opening session. • The password may be delivered in person, transmitted by email to concursos.juri@enapor.cv, or communicated through any other legally admissible means. The Applicant shall bear full responsibility for the authenticity, validity, confidentiality, and proper use of the password.
E. Procedures for Evaluation of Applications	
ITA 24.1	At this time the Employer does not intend to execute certain specific parts of the Works by sub-contractors selected in advance.
ITA 25.2	<i>N/A</i>
ITA 27.2	<p>An Applicant may be “conditionally prequalified,” and submit or correct certain specified nonmaterial documents or deficiencies to the satisfaction of the Employer.</p> <p>The following examples of “non material documents or deficiencies” are presented below for your reference.</p> <p>Administrative and Legal documentation</p> <ul style="list-style-type: none"> • outdated copy of the commercial registry • missing signature on a form • expired or missing power of attorney • missing identification document of the legal representative • incomplete contact form

	<ul style="list-style-type: none"> • minor inconsistency between the legal name and the commercial abbreviation <p>Formal declarations</p> <ul style="list-style-type: none"> • eligibility declaration without signature • incomplete declaration of absence of conflict of interest • Covenant of Integrity declaration without date <p>Minor documentary gaps</p> <ul style="list-style-type: none"> • missing page in an annual report that does not affect financial ratios • failure to provide a certified translation when the original document is included • CV of a team member missing a date or minor detail <p>Also for your reference, it is presented some examples of deficiencies that cannot be considered “non material”, that is, material deficiencies that cannot be corrected after submission:</p> <ul style="list-style-type: none"> • lack of required minimum experience • lack of required turnover • financial incapacity • absence of a mandatory reference project • replacement of key team members • failure to meet essential technical requirements
ITA 29.8	The Employer shall clarify the requirement, if any, in the Bidding document.
ITA 31.2	<p>If an Applicant wishes to make a Procurement-related Complaint, the Applicant shall submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p>ENAPOR Porto Grande Av. Marginal C.P. 82, Mindelo - São Vicente - Cabo Verde Tel.: +238 230 75 00 Email: concursos.procurement@enapor.cv</p> <p>with copy to:</p> <p>Cabo Verde Public Procurement Authority (ARAP) Rua Neves Ferreira nº 05, Plateau – Praia - Santiago, C.P. 787, Cabo Verde Tel.: +238 260 04 07 Email: info@arap.gov.cv</p>

	<p>In summary, at this stage, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none">1. the terms of the Prequalification Documents; and2. the Employer's decision not to prequalify an Applicant. <p>The Employer shall promptly respond in writing to any Procurement-related Complaint within 5 (five) business days.</p> <p>If the complainant is not satisfied with the Employer's outcome or response, or if the Employer fails to respond, the complainant can escalate its complaint to the above-mentioned Cabo Verde Public Procurement Authority (ARAP).</p> <p>Any member of the public may refer a complaint to the Bank in respect of an instance of maladministration in its procurement due diligence (complaint against the EIB's decision). The Bank's Procurement Complaints Committee reviews the Bank's position relative to complaints arising from tendering of Bank-financed contracts for goods, works and consultant services in case a complaint against the Bank's action has been received.</p> <p>Further details with regard to the process to be followed by applicants for procurement complaints are provided in Annex 8 to the EIB Guide to Procurement.</p>
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Section III - Qualification Criteria and Requirements

This section contains all the methods, criteria, and requirements that the Employer shall use to evaluate Applications. The information to be provided in relation to each requirement and the definitions of the corresponding terms are included in the respective Application Forms.

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Eligibility and Qualification Criteria			Compliance Requirements				Document/ Form
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirement
				All Members Combined	Each Member	One Member	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITA 4.5	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	Conflict of Interest	No conflicts of interest in accordance with ITA 4.6	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Application Submission Letter
1.3	Bank Eligibility	Not having been declared ineligible by the Bank, as described in ITA 4.7 and 5.1	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Application Submission Letter
1.4	State-owned Entity of the Borrower Country	Applicant required to meet conditions of ITA 4.8	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Forms ELI - 1.1 and 1.2, with attachments
1.5	EU Financial Sanctions	Not having been excluded by an act of compliance with financial sanctions imposed by the EU ¹ , either autonomously or pursuant to the financial sanctions decided by UN Security Council resolution, both in accordance with ITA 5.1 and Section V.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
2. Historical Contract Non-Performance							
2.1	History of Non-	Non-performance of a contract ² did not	Must meet	Must meet	Must meet	N/A	Form CON-2

¹ Pursuant to Chapter 2 of Title V of the Treaty on European Union (EU Treaty) and the objectives of the Common Foreign and Security Policy set out in Article 21 of the EU Treaty and Article 215 of the Treaty on the Functioning of the European Union.

² Nonperformance, as decided by the Employer, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all

Eligibility and Qualification Criteria			Compliance Requirements				Document/ Form
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirement
				All Members Combined	Each Member	One Member	
	Performing Contracts	occur as a result of contractor's default since 1 st January 2015.	requirement	requirements	requirement ³		
2.2	Suspension Based on Execution of Bid/Proposal Securing Declaration by the Employer	Not under suspension based on execution of a Bid/Proposal Securing Declaration pursuant to ITA 4.9.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Application Submission Letter
2.3	Pending Litigation	Applicant's financial position and prospective long term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Applicant	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2
2.4	Litigation History	No consistent history of court/arbitral award decisions against the Applicant ⁴ since 1 st January 2015.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2
2.5	Declaration: Environmental, and Social (ES) past performance	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, or social (including Sexual Exploitation and Abuse) contractual obligations in the past five years as well as any corrective actions undertaken.	Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make	N/A	Each must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized	N/A	Form CON-3 ES Performance Declaration

appeal instances available to the applicant have been exhausted.

³ This requirement also applies to contracts executed by the Applicant as JV member.

⁴ The Applicant shall provide accurate information on the related Application Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Applicant or any member of a joint venture may result in rejection of the Application.

Eligibility and Qualification Criteria			Compliance Requirements				Document/ Form
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirement
				All Members Combined	Each Member	One Member	
			the declaration		Sub-contractor/s must also make the declaration.		
3. Financial Situation and Performance							
3.1	Financial Capabilities	<p>(i) The Applicant shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as EUR 7 million for the subject contract(s) net of the Applicants other commitments.</p> <p>(ii) The Applicant shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.</p> <p>(iii) The audited balance sheets or, if not required by the laws of the Applicant's country, other financial statements acceptable to the Employer, for the last 3 (three) years shall be submitted and must demonstrate the current soundness of the Applicant's financial position and indicate its prospective long-term profitability. The Applicant's financial position will be deemed sound if at least two (2) of the following four (4) criteria are met:</p>	<p>Must meet requirement</p> <p>Must meet requirement</p> <p>Must meet requirement</p>	<p>Must meet requirement</p> <p>Must meet requirement</p> <p>N/A</p>	<p>N/A</p> <p>N/A</p> <p>Must meet requirement</p>	<p>N/A</p> <p>N/A</p> <p>N/A</p>	<p>Form FIN – 3.1, with attachments</p>

Eligibility and Qualification Criteria			Compliance Requirements				Document/ Form
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirement
				All Members Combined	Each Member	One Member	
		<ul style="list-style-type: none"> • Average earnings before interest, taxes, depreciation, and amortization (EBITDA) for the last three (3) years > 0; • Total equity (net worth) for the last three (3) years > 0; • <i>Average liquidity ratio for the last three (3) years > 1 (Current assets) / (Current liabilities) > 1;</i> • <i>Average indebtedness ratio for the last three (3) years < 6 ((Total financial liabilities) / (EBITDA) < 6).</i> 					
3.2	Average Annual Construction Turnover	Minimum average annual construction turnover of EUR 40 million, calculated as total certified payments received for contracts in progress and/or completed within the last five (5) years, divided by five (5) years.	Must meet requirement	Must meet requirement	Must meet 30 %, (<i>thirty percent</i>) of the requirement	Must meet 80 %, (<i>eighty percent</i>) of the requirement	Form FIN – 3.2
4. Experience							
4.1 (a)	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, subcontractor, or management contractor for at least the last seven (7) years, starting on 1 January 2018, including the successful completion of at least two (2) civil works contracts within this period, each with a contract value exceeding EUR 80 million.	Must meet requirement	N/A	N/A	Must meet requirement	Form EXP – 4.1

Eligibility and Qualification Criteria			Compliance Requirements				Document/ Form
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirement
				All Members Combined	Each Member	One Member	
4.2 (a)	Specific Construction & Contract Management Experience	<p>A minimum of two (2) similar contracts, as specified below, that have been satisfactorily and substantially⁵ completed as a prime contractor, joint venture member⁶, management contractor or subcontractor within the last seven (7) years, starting on 1 January 2018:</p> <ul style="list-style-type: none"> • At least two (2) construction works contract related to port and maritime works, with a minimum contract value of EUR 40 million; • At least two (2) design and build contract, with a minimum contract value of EUR 40 million. 	Must meet requirement	Must meet requirement ⁷	N/A	N/A	Form EXP 4.2(a)
5. Environmental, Social, Health and Safety (ESHS)							
5.1	ESHS Certification(s)	<p>Availability of a valid ISO certification or internationally recognized equivalent (equivalency to be demonstrated by Applicant), and applicable to the worksite.</p> <ul style="list-style-type: none"> • Quality management certificate ISO 9001 ; • Environmental management certificate ISO 14001 ; 	Must meet requirement	N/A	N/A	Leader must meet requirement	Form CER Form CER

⁵ Substantial completion shall be based on 80% or more works completed under the contract.

⁶ For contracts under which the Applicant participated as a joint venture member or sub-contractor, only the Applicant's share, by value, and role and responsibilities shall be considered to meet this requirement.

⁷ In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

Eligibility and Qualification Criteria			Compliance Requirements			Document/ Form	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirement
				All Members Combined	Each Member	One Member	
		<ul style="list-style-type: none"> Health and safety management certificate ISO 45001 . 					Form CER
5.2	ESHS Documentation	<p>Availability of in-house policies and procedures acceptable to the Employer for ESHS management:</p> <ol style="list-style-type: none"> Existence of an Ethics Charter; Existence of a system for monitoring compliance with ESHS commitments for the Applicant's subcontractors and all its partners; Existence of official company procedures for the management of the following relevant points: <ul style="list-style-type: none"> ESHS resources and facilities and ESHS monitoring organization; Project Areas management (base camps, quarries, borrow pits, storage areas); Health & Safety on worksites; Atmospheric emissions, noise and vibrations; Waste management. 	Must meet requirement	N/A	N/A	Leader must meet requirement	<ol style="list-style-type: none"> The ESHS Ethics Charter of the company or equivalent must be provided. A procedure or information on how the Bidder ensures that all members of the Joint Venture, subcontractors, suppliers and temporary labor (i) are aware and (ii) meet ESHS requirements must be provided. Official internal procedure documents on the topics indicated must be provided.
5.3	Similar Experience	Experience of two (2) construction	Must meet	N/A	N/A	Leader must	Form

Eligibility and Qualification Criteria			Compliance Requirements			Document/ Form	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirement
				All Members Combined	Each Member	One Member	
		contracts over the last seven (7) years, where major ESHS measures were carried out or are on progress satisfactorily and in compliance with international standards.	requirement			meet requirement	EXP-ESHS with supporting documents (the Applicant shall submit a piece of evidence supporting the ESHS implementation measures)
5.5	ESHS Dedicated Personnel	Availability of in-house personnel dedicated to ESHS issues: Environmental and Social Manager, and/or Health and Safety Manager.	Must meet requirement	N/A	N/A	Leader must meet requirement	Organizational chart evidencing filled ESHS position(s)

Section IV - Application Forms

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EIB Covenant of Integrity

EIB Environmental and Social Covenant

Application Submission Letter

Date: *[insert day, month, and year]*

PQD No. and title: *[insert PQD number and title]*

To: *[insert full name of Employer]*

We, the undersigned, apply to be prequalified for the referenced PQD and declare that:

- (a) **No reservations:** We have examined and have no reservations to the Prequalification Document, including Addendum(s) No(s), issued in accordance with ITA 8: *[insert the number and issuing date of each addendum]*.
- (b) **No conflict of interest:** We have no conflict of interest in accordance with ITA 4;
- (c) **Eligibility:** We (and our subcontractors) meet the eligibility requirements as stated ITA 4, we have not been suspended by the Employer based on execution of a Bid/Proposal-Securing Declaration in accordance with ITA 4.9;
- (d) **Suspension and Exclusion:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, an exclusion by the European Investment Bank (EIB). Further, we are not ineligible pursuant to a decision imposed by the European Union¹, either autonomously or pursuant to the financial sanctions decided by the United Nations Security Council;
- (e) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITA 4.8];*
- (f) **Subcontractors and Specialized Subcontractors:** We, in accordance with ITA 24.2 and 25.2, plan to subcontract the following key activities and/or parts of the works:

[Insert any of the key activities identified in Section III - 4.2(a) or (b) which the Employer has permitted under the Prequalification Document and which the Applicant intends to subcontract along with complete details of the Specialized Subcontractors, their qualification and experience]
- (g) **Commissions, gratuities, fees:** We declare that the following commissions, gratuities, or fees have been paid or are to be paid with respect to the prequalification process, the corresponding bidding process or execution of the Contract:

<u>Name of Recipient</u>	<u>Address</u>	<u>Reason</u>	<u>Amount</u>
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¹ Pursuant to Chapter 2 of Title V of the Treaty on European Union (EU Treaty) and the objectives of the Common Foreign and Security Policy set out in Article 21 of the EU Treaty and Article 215 of the Treaty on the Functioning of the European Union.

<i>[insert full name for each occurrence]</i>	<i>[insert street/number/city/country]</i>	<i>[indicate reason]</i>	<i>[specify amount currency, value, exchange rate and EUR / US\$ equivalent]</i>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

[If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Application”]

- (h) **Not bound to accept:** We understand that you may cancel the prequalification process at any time and that you are neither bound to accept any Application that you may receive nor to invite the prequalified Applicants to bid for the contract subject of this Prequalification process, without incurring any liability to the Applicants, in accordance with ITA 26.1.
- (i) **True and correct:** All information, statements and description contained in the Application are in all respect true, correct and complete to the best of our knowledge and belief.

Signed *[insert signature(s) of an authorized representative(s) of the Applicant]*

Name *[insert full name of person signing the Application]*

In the capacity of *[insert capacity of person signing the Application]*

Duly authorized to sign the Application for and on behalf of:

Applicant's Name *[insert full name of Applicant or the name of the*

JV]

Address *[insert street number/town or city/country address]*

Dated on *[insert day number]* day of *[insert month]*, *[insert year]*

[For a joint venture, either all members shall sign or only the authorized representative, in which case the power of attorney to sign on behalf of all members shall be attached]

Form ELI -1.1

Applicant Information Form

Date: *[insert day, month, year]*

PQD No. and title: *[insert PQD number and title]*

Page *[insert page number]* of *[insert total number]* pages

Applicant's name <i>[insert full name]</i>
In case of Joint Venture (JV), name of each member: <i>[insert full name of each member in JV]</i>
Applicant's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Applicant's actual or intended year of incorporation: <i>[indicate year of Constitution]</i>
Applicant's legal address [in country of registration]: <i>[insert street/ number/ town or city/ country]</i>
Applicant's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITA 4.5. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITA 4.2. <input type="checkbox"/> 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form ELI -1.2

Applicant's JV Information Form

[The following form is additional to Form ELI – 1.1., and shall be completed to provide information relating to each JV member (in case the Applicant is a JV) as well as any Specialized Subcontractor proposed to be used by the Applicant for any part of the Contract resulting from this prequalification]

Date: *[insert day, month, year]*
 PQD No. and title: *[insert PQD number and title]*
 Page *[insert page number]* of *[insert total number]* pages

Applicant name: <i>[insert full name]</i>
Applicant's JV Member's name: <i>[insert full name of Applicant's JV Member]</i>
Applicant's JV Member's country of registration: <i>[indicate country of registration]</i>
Applicant JV Member's year of constitution: <i>[indicate year of constitution]</i>
Applicant JV Member's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i>
Applicant JV Member's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITA 4.5. <input type="checkbox"/> 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form CON – 2

Historical Contract Non-Performance, Pending Litigation and Litigation History

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's Name: *[insert full name]*

PQD No. and title: *[insert PQD number and title]*

Page *[insert page number]* of *[insert total number]* pages

Non-Performed Contracts in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January <i>[insert year]</i> specified in Section III, Qualification Criteria and Requirements, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 st January <i>[insert year]</i> specified in Section III, Qualification Criteria and Requirements, requirement 2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and EUR equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> No pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below.			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), EUR Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert amount]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Status of dispute:	<i>[insert amount]</i>
Litigation History in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> No Litigation History in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4. <input type="checkbox"/> Litigation History in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), EUR Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Form CON – 3

ES Performance Declaration

[The following table shall be filled in for the Applicant, each member of a Joint Venture and each Specialized Subcontractor]

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Specialized Subcontractor's Name: *[insert full name]*

PQD No. and title: *[insert PQD number and title]*

Page *[insert page number]* of *[insert total number]* pages

Environmental and Performance Declaration in accordance with Section III, Qualification Criteria, and Requirements			
<input type="checkbox"/> No suspension or termination of contract: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental or Social, (ES) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5.			
<input type="checkbox"/> Declaration of suspension or termination of contract: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental or Social, (ES) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5. Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and EUR equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. gender based violence; sexual exploitation or sexual abuse breaches]</i>	<i>[insert amount]</i>
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
...	...	<i>[list all applicable contracts]</i>	...

Performance Security called by an employer(s) for reasons related to ES performance		
Year	Contract Identification	Total Contract Amount (current value, currency, exchange rate and EUR equivalent)
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for calling of performance security: <i>[indicate main reason(s) e.g. gender-based violence; sexual exploitation or sexual abuse breaches]</i>	<i>[insert amount]</i>

Remark: *The Applicant shall clarify any corrective actions undertaken*

Form FIN – 3.1

Financial Situation and Performance

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

PQD No. and title: *[insert PQD number and title]*

Page *[insert page number]* of *[insert total number]* pages

1. Financial data

Type of Financial information in (currency)	Historic information for previous <i>[insert number]</i> years, <i>[insert in words]</i> (amount in currency, currency, exchange rate*, EUR equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total financial liabilities ² (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Earnings before interest, taxes, depreciation, and amortization (EBITDA) ³					

² Means any financial indebtedness for and in respect of:

- a) any monies borrowed on a short, medium or long-term basis;
- b) any bank overdraft;
- c) any amounts raised pursuant to any bills of exchange issued to a third party (or any dematerialised equivalent of such instrument);
- d) any amounts raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instruments;
- e) the amount of any liability in respect of any lease or hire purchase contract which would be treated as a finance or capital lease;
- f) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis).

³ Means, for any given year, the aggregate of:

- (+) net income

Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

* Refer ITA 14 for the exchange rate

2. Sources of Finance

[The following table shall be filled in for the Applicant and all parties combined in case of a Joint Venture]

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (EUR equivalent)
1		
2		
3		

3. Financial documents

The Applicant and its parties shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

Attached are copies of financial statements⁴ for the *[number]* years required above; and complying with the requirements

(+) tax expense
 (+/-) extraordinary income or expense
 (+/-) financial result
 (+/-) net foreign exchange losses or gains
 (+) net depreciation and amortization allowances and provisions

⁴ If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

Form FIN - 3.2

Average Annual Construction Turnover

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

PQD No. and title: *[insert PQD number and title]*

Page *[insert page number]* of *[insert total number]* pages

Annual turnover data (construction only)			
Year	Amount Currency	Exchange rate*	EUR equivalent
<i>[indicate calendar year]</i>	<i>[insert amount and indicate currency]</i>		
		Average Annual Construction Turnover **	

* Refer ITA 14 for date and source of exchange rate.

** Total EUR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, 3.2.

Form EXP - 4.1

General Construction Experience

[The following table shall be filled in for the Applicant and in the case of a JV Applicant, each Member]

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

PQD No. and title: *[insert PQD number and title]*

Page *[insert page number]* of *[insert total number]* pages

[Identify contracts that demonstrate continuous construction work over the past [number] years pursuant to Section III, Qualification Criteria and Requirements, Sub-Factor 4.1. List contracts chronologically, according to their commencement (starting) dates.]

Starting Year	Ending Year	Contract Identification	Role of Applicant
<i>[indicate year]</i>	<i>[indicate year]</i>	Contract name: <i>[insert full name]</i> Brief Description of the Works performed by the Applicant: <i>[describe works performed briefly]</i> Amount of contract: <i>[insert amount in currency, mention currency used, exchange rate and EUR equivalent*]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	<i>[insert "Prime Contractor" or "JV Member" or "Sub-contractor" or "Management Contractor"]</i>
		Contract name: <i>[insert full name]</i> Brief Description of the Works performed by the Applicant: <i>[describe works performed briefly]</i> Amount of contract: <i>[insert amount in currency, mention currency used, exchange rate and EUR equivalent*]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	<i>[insert "Prime Contractor" or "JV Member" or "Sub-contractor" or "Management Contractor"]</i>
		Contract name: <i>[insert full name]</i> Brief Description of the Works performed by the Applicant: <i>[describe works performed briefly]</i> Amount of contract: <i>[insert amount in currency, mention currency used, exchange rate and EUR equivalent*]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	<i>[insert "Prime Contractor" or "JV Member" or "Sub-contractor" or "Management Contractor"]</i>

* Refer ITA 14 for date and source of exchange rate.

Form EXP - 4.2(a)

Specific Construction and Contract Management Experience

[The following table shall be filled in for contracts performed by the Applicant, each member of a Joint Venture, and Specialized Sub-contractors]

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

PQD No. and title: *[insert PQD number and title]*

Page *[insert page number]* of *[insert total number]* pages

Similar Contract No. <i>[insert number] of [insert number of similar contracts required]</i>	Information			
Contract Identification	<i>[insert contract name and number, if applicable]</i>			
Award date	<i>[insert day, month, year, e.g., 15 June, 2015]</i>			
Completion date	<i>[insert day, month, year, e.g., 03 October, 2017]</i>			
Role in Contract <i>[check the appropriate box]</i>	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	<i>[insert total contract amount in local currency]</i>		EUR <i>[insert Exchange rate and total contract amount in EUR equivalent]*</i>	
If member in a JV or sub-contractor, specify share in value in total Contract amount and roles and responsibilities	<i>[insert a percentage amount]</i>	<i>[insert total contract amount in local currency]</i>	<i>[insert exchange rate and total contract amount in EUR equivalent]*</i>	
	<i>[insert roles and responsibilities]</i>			
Employer's Name:	<i>[insert full name]</i>			
Address:	<i>[indicate street / number / town or city / country]</i>			
Telephone/fax number	<i>[insert telephone/fax numbers, including country and city area codes]</i>			
E-mail:	<i>[insert e-mail address, if available]</i>			

* Refer ITA 14 for date and source of exchange rate.

Form EXP - 4.2(a) (cont.)
Specific Construction and Contract Management
Experience (cont.)

Similar Contract No.	Information
<i>[insert number] of [insert number of similar contracts required]</i>	
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	<i>[insert amount in local currency, exchange rate, EUR in words and in Figures]</i>
2. Physical size of required works items	<i>[insert physical size of items]</i>
3. Complexity	<i>[insert description of complexity]</i>
4. Methods/Technology	<i>[insert specific aspects of the methods/technology involved in the contract]</i>
5. Construction rate for key activities	<i>[insert rates and items]</i>
6. Other Characteristics	<i>[insert other characteristics as described in Section VII, Scope of Works]</i>

Form EXP-ESHS

Environmental, Social, Health and Safety (ESHS) Experience

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's Name: *[insert full name]*

IPC No. and title: *[insert IPC number and title]*

Page *[insert page number]* of *[insert total number]* pages

Similar Contract No.: <i>[insert number] of [insert number of similar contracts required]</i>	Information		
Contract Identification:	_____		
	<i>[insert contract name and number, if applicable]</i>		
Short Project Description (main scope and key values of project):	_____		
	<i>[insert short project description]</i>		
Award date:	_____		
	<i>[insert day, month, year]</i>		
Completion date:	_____		
	<i>[insert day, month, year]</i>		
Role in Contract: <i>[check the appropriate box]</i>	<input type="checkbox"/> Prime Contractor	<input type="checkbox"/> Member in JV	<input type="checkbox"/> Management Contractor
	<input type="checkbox"/> Subcontractor		
Total Contract Amount:	_____	_____	
	<i>[insert total contract amount in local currency]</i>	<i>[insert total contract amount in US\$ equivalent]</i>	
If party in a JV or subcontractor, specify participation of total contract amount:	_____ % <i>[insert a percentage amount]</i>	_____	_____
		<i>[insert total contract amount in local currency]</i>	<i>[insert total contract amount in US\$ equivalent]</i>
Employer's name:	_____		
	<i>[insert full name]</i>		
Address:	_____		

	<i>[insert street / number / town or city / country]</i>		
Telephone/Fax numbers:	_____		
	<i>[insert phone/fax numbers, including country and city area codes]</i>		
Email:	_____		

Similar Contract No.: <i>[insert number] of [insert number of similar contracts required]</i>	Information
	<i>[insert email address, if available]</i>
Description of the ESHS challenges and measures implemented under the contract: <ul style="list-style-type: none"> a) ESHS Challenge: b) ESHS Risk Assessment Level: c) ESHS implemented measures (as per criterion 5.3 of Section III - Evaluation and Prequalification Criteria): d) ESHS Knowhow Transfer or ESHS Local Staff Capacity Building (as per criterion 5.4, if any, of Section III - Evaluation and Prequalification Criteria): 	<ul style="list-style-type: none"> <i>[Insert description]</i> <i>[Insert classification of risk assessment as per development bank classification if applicable]</i> <i>[Provide a document supporting the implementation of ESHS measures, acceptable to the Employer¹]</i> <i>[Provide evidence of successful²:</i> <ul style="list-style-type: none"> <i>– ESHS knowhow transfer to local partners or subcontractors; or</i> <i>– ESHS capacity building to local staff under the contract.]</i>

¹ For example ESHS activity reports, ESHS final reports, ESHS inspection reports, supervision Engineer's reports, etc. Only documents evidencing implementation of ESHS measures shall be accepted.

² For example ESHS activity reports presenting training activities, training materials with attendance sheets, etc. Only documents evidencing ESHS knowhow transfer or ESHS local staff capacity building shall be accepted.

EIB Covenant of Integrity

[*Name of lead tenderer*] hereby declare and covenant, on our behalf and on that of our joint venture partners, if any, for [*name of the contract*] managed by [*name of promoter*] (the “**Contract**”), that neither we nor anyone, including any of our directors, employees, agents or subcontractors for the Contract, acting on our behalf with due authority or with our knowledge or consent or facilitated by us (together, the “**Associated Entities and Persons**”), nor any of our parent, subsidiary or affiliate companies,

- (i) have engaged in any Prohibited Conduct³ in connection with the tendering process, nor will we or the Associated Entities and Persons engage in such Prohibited Conduct during the execution of the Contract;
- (ii) are listed or otherwise subject to EU/United Nations sanctions;⁴
- (iii) are the subject of a current decision of exclusion by the European Investment Bank;
- (iv) during the 5 (five) years immediately preceding the date of this Covenant, have been convicted in any court or sanctioned⁵ by any authority (irrespective of whether such conviction or sanction is still in force) of any offence on grounds comparable to Prohibited Conduct in connection with a tendering process or any provision of works, goods or services; or
- (v) are excluded or subject to enforcement actions or otherwise sanctioned⁶ by the EU institutions or bodies, or any multilateral development bank,⁷ on grounds comparable to Prohibited Conduct, or have been under such exclusion, enforcement action or sanction the effectiveness of which ceased no more than 5 (five) years immediately preceding the date of this Covenant.

We will immediately inform you if any instance described under (i) to (v) above in respect of us or any of the Associated Entities and Persons comes to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant at any time during the tendering process and, if successful, during the Contract.

We further declare and covenant that, if successful, neither us nor any of the Associated Entities and Persons will act in contravention of EU/United Nations sanctions during the execution of the Contract.

If applicable, we provide below the details of all convictions, exclusions or other sanctions, exclusion/sanctions proceedings, and/or enforcement actions, listed above under paragraphs (i) to

³ Corruption, fraud, collusion, coercion, obstruction, theft at EIB Group premises, misuse of EIB Group resources or assets, money laundering or financing of terrorism, all as defined in the EIB Group Anti-Fraud Policy, available at <https://www.eib.org/en/publications/anti-fraud-policy> and as amended from time to time.

⁴ EU sanctions or restrictive measures pursuant to Chapter 2 of Title V of the EU Treaty and the objectives of the Common Foreign and Security Policy set out in Article 21 of the EU Treaty and Article 215 of the Treaty on the Functioning of the EU, either autonomously or pursuant to the sanctions decided by the United Nations Security Council on the basis of Article 41 of the United Nations Charter.

⁵ Including a fine or any other financial penalty, irrespective of whether paid yet or not.

⁶ Including any decision having an effect similar to conditional non-exclusion, temporary suspension, letters of reprimand, or self-restraint.

⁷ Including the World Bank Group, the African Development Bank, the Asian Development Bank, the European Bank for Reconstruction and Development, the European Investment Bank and the Inter-American Development Bank.

(v), in respect of us or any of the Associated Entities and Persons, together with details of the measures taken, or to be taken, to ensure that no Prohibited Conduct is committed in connection with the tendering process or with the execution of the Contract (*if not applicable, please indicate not applicable in the table below*):

Name of entity	Details of disclosure	Measures taken or to be taken

We, or any of the Associated Entities and Persons, have paid, or will pay, the following commissions, gratuities or fees with respect to the tendering process or execution of the Contract [*insert complete name of each recipient, its full address, the reason for which each commission, gratuity or fee was paid, or will be paid, and the amount and currency of each such commission, gratuity or fee*]:

Name of recipient	Address	Reason	Amount

For the duration of the tendering process and, if we are successful, for the duration of the Contract, we will appoint and maintain in office an officer who shall be a person reasonably satisfactory to you and to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

We grant the [*name of promoter*], the European Investment Bank, and any persons appointed by it and/or any authority or European Union institution or body having competence under European Union law, the right to (i) visit the sites, installations and works, (ii) interview our representatives and any other relevant person and (iii) inspect and copy our books and records in connection with the tendering process or the Contract, and we shall require our Associated Entities and Persons with knowledge of the Contract to respond to questions from the European Investment Bank and to provide to it any information or documents necessary for the investigation of allegations of Prohibited Conduct.

We agree to preserve our books and records and ensure that the books and records of the Associated Entities are preserved generally in accordance with applicable law but in any case for at least 6 (six) years from the date of tender submission and, in the event we are awarded the Contract, at least 6 (six) years following the date of substantial performance of the Contract. We shall ensure that in any agreements with Associated Entities concerning the execution of the Contract provisions to the effect of this paragraph are included.

We acknowledge that any failure to comply with the obligations under this Covenant of Integrity (including any omission or misrepresentation, made knowingly or recklessly, of a past conviction, exclusion, other sanction or enforcement action), or any unauthorised amendment to the Covenant, may be considered a breach of the EIB Group Anti-Fraud Policy and thus result in the rejection of our tender for the Contract and/or cause the initiation of exclusion proceedings by the EIB against us and/or any of the Associated Entities and Persons.

SIGNED by a duly authorised representative with the requisite power and authority to sign on behalf of its company and, in the case of a joint venture bid, on behalf of each member thereof:

Date:

Name of company:

Name of signatory:

Position of signatory:

Signature:

EIB Environmental and Social Covenant

We, [*name of lead tenderer*], shall, and shall ensure that all of our joint venture members and subcontractors, if any, for [*name of the contract*] managed by [*name of the Contracting Authority*] (the “Contract”), comply with all labour and health and safety laws and regulations applicable in the country of implementation of the Contract, as well as all national legislation and regulations and any obligation in the relevant international conventions and multilateral agreements on the environment that are applicable, ratified and in force in the country of implementation of the Contract.

Labour standards

We commit to adhere to the principles of the Fundamental Conventions of the International Labour Organization,⁸ and, in particular, we explicitly pledge not to employ child labour or forced labour, in line with Standard 8 of the EIB’s Environmental and Social Standards.⁹

We will require our subcontractors not to employ child labour or forced labour [*and to cascade these requirements throughout their respective supply chains*].¹⁰ We shall:

- (i) pay rates of wages and benefits and observe conditions of work (including working time) that are fair and not lower than those established for the trade or industry where the work is carried out and ensure that wages are paid promptly and regularly; and
- (ii) keep complete and accurate records of employment of workers at the site.

[*for works contracts, insert:*

“Workers relations

We shall, in line with Standard 8 of the EIB’s Environmental and Social Standards, [*insert “have in place”/“develop and implement”*] labour management policy and procedures commensurate to the size and workforce that will be applicable to the project (including a grievance mechanism in line with good international practice to address both labour and occupational health and safety considerations). We will regularly monitor and report on implementation of the grievance mechanism to [*name of the Contracting Authority*], including on any corrective measures deemed necessary.”]

Occupational and public health, and safety and security

We shall:

- (i) comply with all applicable occupational health and safety laws in the country of implementation of the Contract;
- (ii) develop and implement the necessary health and safety management plans and systems commensurate with the project risks and impacts, in accordance with [*in the case of goods, non-consulting services and works, insert “the measures defined in the*

⁸ <https://www.ilo.org/global/standards/introduction-to-international-labour-standards/conventions-and-recommendations/lang--en/index.htm>.

⁹ <https://www.eib.org/en/publications/eib-environmental-and-social-standards>.

¹⁰ Text between brackets to be added in case the Bank’s risk assessment identifies the presence or a significant risk of child labour, forced labour or sexual exploitation or abuse at the primary supplier, or when risks are known or have been reported in lower tiers of the supply chain.

- Project’s environmental and social management plans or equivalent and/or in the relevant studies and”] International Labour Organization guidelines on occupational safety and management systems;¹¹
- (iii) provide workers employed in relation to the Contract access to adequate, safe and healthy facilities as well as living quarters for workers living on-site, if relevant, in line with the EIB’s Environmental and Social Standards;
 - (iv) communicate all occupational health and safety rules, instructions and signage in a language understood by the workforce;
 - (v) provide qualified [emergency response/]first aid arrangements at all times;
 - (vi) develop and implement a code of conduct and adopt specific measures to prevent and address inter alia gender-based violence, sexual exploitation and human trafficking for all workers, including those of our subcontractors;
 - (vii) use security management arrangements that are consistent with international human rights standards and principles¹² where such arrangements are required for the delivery of the Contract;
 - (viii) establish procedures and systems for investigating, recording and reporting any type of accident and incident (whether they happen on-site or within the Contract influence area) that occurs as a direct consequence of the implementation works or Contract activities;
 - (ix) report, investigate, document and analyse any environmental and health and safety incidents, accidents or circumstances and their impact or the effect arising or likely to arise from them, including permanent disabilities, ill health or fatalities occurring in relation to the Contract, and take due actions to address and prevent any future similar event, keep the EIB informed of the ongoing implementation of these measures and, where required by national law, notify the relevant authorities of such occurrences and cooperate with them in this respect.

Protection of the environment

We shall take all reasonable steps to protect the environment, biodiversity and ecosystems on and off the site and to limit the nuisance to people and property resulting from pollution, noise, traffic and other outcomes of the operations. [*in the case of goods, non-consulting services and works, insert* “To this end, emissions, discharges to the surface, ground and marine environments and effluent from our activities will comply with the limits, specifications or stipulations as defined in [*insert name of the relevant document*]¹³ and the international and national legislation and regulations applicable in the country of implementation of the Contract.”]

¹¹ http://www.ilo.org/safework/info/standards-and-instruments/WCMS_107727/lang--en/index.htm.

¹² For example, the United Nations Voluntary Principles on Security and Human Rights (<https://www.voluntaryprinciples.org/>), the United Nations Basic Principles on the Use of Force and Firearms by Law Enforcement Officials (<https://www.ohchr.org/en/professionalinterest/pages/useofforceandfirearms.aspx>), the United Nations Code of Conduct for Law Enforcement Officials (<https://www.ohchr.org/EN/ProfessionalInterest/Pages/LawEnforcementOfficials.aspx>) and the International Code of Conduct for Private Security Providers (https://www.icoca.ch/en/the_icoc).

¹³ For instance an environmental and social impact assessment and respective permits.

Environmental and social performance

We shall comply with the measures prescribed to us in the Contract and any corrective or preventative actions in the annual environmental and social monitoring report or other environmental and social action plan required by the Contract, if any [*in the case of works, insert “and submit [insert the periodicity as indicated in the Contract, if any] environmental and social monitoring reports to [insert name of the Contracting Authority]”*]. [*in the case of contracts above the thresholds,*¹⁴ *insert “To this end, we shall develop and implement an environmental and social management system commensurate to the size and complexity of the Contract and provide [insert name of the Contracting Authority] with the details of the (i) plans and procedures, (ii) roles and responsibilities and (iii) relevant monitoring and review reports. We further commit to fully cooperate with the staff of the supervision consultant, where applicable.”*]

Our tender price as offered for the Contract includes all costs related to our environmental and social performance obligations under the Contract. We shall:

- (i) reassess, in consultation with [*insert name of the Contracting Authority*], any changes that may potentially cause negative environmental or social impacts;
- (ii) provide [*insert name of the Contracting Authority*] with a written notice and in a timely manner of any unanticipated environmental or social risks or impacts that arise during the implementation of the Contract previously not taken into account; and
- (iii) in consultation with [*insert name of the Contracting Authority*], adjust environmental and social monitoring and mitigation and/or compensatory and/or remedy measures as necessary to assure compliance with our environmental and social obligations.

[*in the case of goods, non-consulting services and works, insert:*

“Environmental and social staff

We shall facilitate [*insert name of the Contracting Authority*]’s ongoing monitoring and supervision of our compliance with the environmental and social obligations described above.”]

[*in the case of contracts above the thresholds for goods, non-consulting services and works, insert:*

“Environmental and social management team

For this purpose, we shall appoint and maintain in office until the completion of the Contract an environmental and social management team (scaled to the size and complexity of the Contract) that shall be reasonably satisfactory to [*insert name of the Contracting Authority*] and to whom [*insert name of the Contracting Authority*] shall have full and immediate access, having the duty and the necessary powers to ensure compliance with this Environmental and Social Covenant.”]

We accord [*insert name of the Contracting Authority*] and the EIB, and auditors appointed by either of them, the right to inspect all our accounts, records, electronic data and documents related to the environmental and social aspects of the current Contract, as well as all those of our joint venture members and subcontractors.

SIGNED by a duly authorised representative with the requisite power and authority to

¹⁴ See section 3.4.1 of the guide for the thresholds.

sign on behalf of its company and, in the case of a joint venture, on behalf of each member thereof:

Date:

Name of company:

Name of signatory:

Position of signatory:

Signature:

Section V - Eligible Countries

Eligibility for the Applicants and the Provision of Goods, Works and Services in Bank-Financed Procurement

In reference to ITA 5.1 and 5.2, for the information of the Applicants, at the present time firms and individuals, supply of goods, or contracting of works or services, from the following countries are excluded from this prequalification process:

Under ITA 5.1 (b): EU sanction list is updated regularly, and the Applicant should check it before submission of its Application. This list can be accessed following the link:

<https://www.sanctionsmap.eu>

and

[https://data.europa.eu/data/datasets/consolidated-list-of-sanctions.](https://data.europa.eu/data/datasets/consolidated-list-of-sanctions)_____

Section VI - Fraud and Corruption

The Bank requires that promoters, as well as tenderers, contractors, suppliers and consultants under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of contracts. The Bank reserves the right to take all appropriate action in order to enforce this policy.

Moreover, the Bank is committed to ensuring that its loans are used for the purposes intended and that its operations are free from Prohibited Conduct (including fraud, corruption, collusion, coercion, obstruction, money laundering and terrorist financing).¹

As set out in the EIB's Anti-Fraud Policy, if it is established to the required standards² that a project-related party³ has engaged in Prohibited Conduct in the course of a procurement process or the implementation of a contract (to be) financed by the Bank, the Bank may:

- seek appropriate remediation of the Prohibited Conduct to its satisfaction;
- declare the project-related party ineligible for the award of the contract; and/or
- withhold the Bank's no objection to contract award⁴ and apply appropriate contractual remedies, which may include suspension and cancellation, unless the Prohibited Conduct has been dealt with to the satisfaction of the Bank.

Furthermore, within the framework of its Exclusion Policy, the Bank may declare the project-related party ineligible for the award of a contract under any EIB project or to enter into any relationship with the Bank.

EIB Group Anti-Fraud Policy is publicly available on its website:

<https://www.eib.org/en/publications/anti-fraud-policy>

EIB Exclusion Policy is publicly available on its website:

<https://www.eib.org/en/publications/exclusion-policy>

a.

¹ See the EIB's Anti-Fraud Policy for definitions (<http://www.eib.org/en/infocentre/publications/all/anti-fraud-policy.htm>).

² In line with the EIB's Investigation Procedures.

³ See the EIB's Anti-Fraud Policy.

⁴ For contracts subject to prior review in operations outside the European Union.

PART 2 – Works' Requirements

Section VII - Scope of Works

Contents

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1. Description of the Works

1.1 Objectives and context

This Section is for information at pre-qualification stage; detailed technical requirements will be provided in the Request for Bids to prequalified Applicants.

The Contract concerns the **Design and Build (D&B)** of the **Works for the Modernization and Extension of Porto Grande**, located on the North Western coast of **São Vicente Island**, in the **Republic of Cabo Verde**.

This Project forms part of the national strategy for the modernization and expansion of port infrastructure promoted by ENAPOR, S.A., and is financed by the European Investment Bank (EIB).



The purpose of the Project is to:

- **Improve safety and operational efficiency, separating and rationalizing the use of different sectors of the port;**
- **Increase berthing and cargo capacity, with higher operational and environmental port standards;**
- **Contribute to a sustainable increase on the social and economic developing of São Vicente and Santo Antão Islands in particular, and of the whole Cabo Verde region.**

Figure – Plan with insertion of the works areas (preliminary design) in Porto Grande

The **Preliminary Design** for Modernization and Extension of Porto Grande envisaged a new dock of 200m width with two sided berths (two berths per side) for the 180m length (preliminary) design container ship and service levels of -12 m(ZH) over natural bottoms deeper than -14m(ZH), all protected by a new 575m breakwater, as well as an increase of 85 % on the port container yard area, by enlargement of the existing Pier 2 to 120m (creating an associated additional South berth),

together with the rehabilitation and remodeling of the existing Quay 2 which will also be used by container ships.

These works will free the existing Pier 1 for the exclusive use of the Fishing Sector, directly adjacent to their quay industrial facility, with direct functional, operational and safeguard advantages. The Pier itself, presently the most used and deteriorated port sector, will be rehabilitated. It will also enable Quays 5 and 9 for specific berth of tugs and coast guard ships.

An **Environmental Impact Assessment** was realized for the Preliminary Design stage and approved by the Cabo Verde Environmental Agency, subject to the measures indicated on the corresponding “DIA” (**Declaration of Impact Assessment**).

Several studies are presently being carried-on (some very close to begin), involving **Preparatory Studies**, a **Development Design** (including an optimization of the previous layout) and **Additional Environmental Studies**, as explained further below.

The Contract will follow a Design–Build approach, comprising full detailed engineering design, construction, testing, commissioning and handover of the completed Works.

The incorporation of new wave/wind energy devices on the works (or close to them) is considered a valuable asset, and Contractors could be invited to consider this in a specific variant offer.

1.2 Ongoing Studies

A recent Bathymetric Survey was realized by the Portuguese Hydrographic Institute (IH).

The following Preparatory Studies will be carried out to support the ongoing Development Design:

- Topographic Survey
- Light penetration Survey (divers) and Quays subaquatic Inspection
- Geophysical Survey
- Reduced Physical Model Testing (3D)
- Navigation and Manoeuvring Studies (full bridge)

A Geotechnical Recognition Campaign is also envisaged and will be incorporated on the Contract for the Works, at least the maritime campaign, as a further preparatory study to support its Detailed Design.

Some of the surveys will extend over an enlarged area, in order to assess possible sediment supply sources on the surrounding natural bottoms, to be used (if validated technically and environmentally) at the envisaged landfill (and caisson cell fill) – as an alternative to (or to be complemented by) a Quarry. It is highlighted that this is normal practice at this port, carried out at previous works.

The Development Design is now at the phase of Layout Optimization, considering several adjustments, including the minimization of wave reflection, as well as a larger design ship compatible with the main natural depths available. This will lead to breakwater adjustments concerning the hydraulic behavior, as well as to deeper Quay service levels, slightly larger Dock width and Breakwater length.

Furthermore, discussions are envisaged with several Consultants involved in parallel projects on Cabo Verde, with the aim of unifying the local projections on the Climate Change effect on the water level increase. This may lead to increased Quay and landfill top levels.

Finally, additional Environmental Studies are going to be carried out in parallel with the Development Design, updated with the works optimized layout and quantities, assessing in more detail some specific potential effects and their mitigation measures.

1.3 Main Components of the Works (as from the Preliminary Design)

The former Preliminary Design general Layout is represented below, associated with two structural alternatives. The foreseen expansion works are as follows:

- Construction of a new Breakwater to enable the necessary shelter to a new berthing dock and provide increased Quay capacity. The breakwater will have two alignments, the first (Access breakwater) continues the alignment of the north protection of the existing Yard (parallel to Quays 5 to 8) with a length around 280m, the second and final alignment (Main breakwater) is parallel to the existing Pier 2 with about 295 m length. The latter will have a new Quay (“A”) with 290m length and service level at -12 m(ZH), forming with the new Quay 1 an inner berthing dock with 200m width. The Quay A will serve liquid and bulk cargo ships;
- Expansion of the Container Yard by seaward enlargement from the existing Pier 2 (former Quays 1 and 2) to an overall width of 120m with a total surface of around 7,1 ha;
- The new park will be contained by a new Quay 1 with 410m length and a South Quay (120m length), both with service levels at -12 m(ZH), by an embankment at the North (root of the new breakwater), as well as by the Pier 2 structure. Both Quays will be mainly dedicated to container and general cargo ships;
- The existing Pier 2 (Quays 1 and 2) curtain-wall will be demolished and all paving, services and moorings will be repaired, modernized or renewed, including a protection of the quay foot, in order for Quay 2 to also receive Container Ships and heavy lift equipment. The service level is here limited to -11,5 m(ZH);
- The Pier 1 (Quays 3, 4 and South) will be reorganised for exclusive use of the fisheries activity. The Quay 5 will be allocated to the Trug boats and Quay 9 will be dedicated to the Coast Guard ships and Tugs.

The following figures present two structural alternatives preliminarily studied (now being optimised at the ongoing Development Design) for the new breakwater and its access, to assess their effect on the hydraulic conditions, and associated construction and cost constrains (in blue the recently concluded Cruise Terminal).

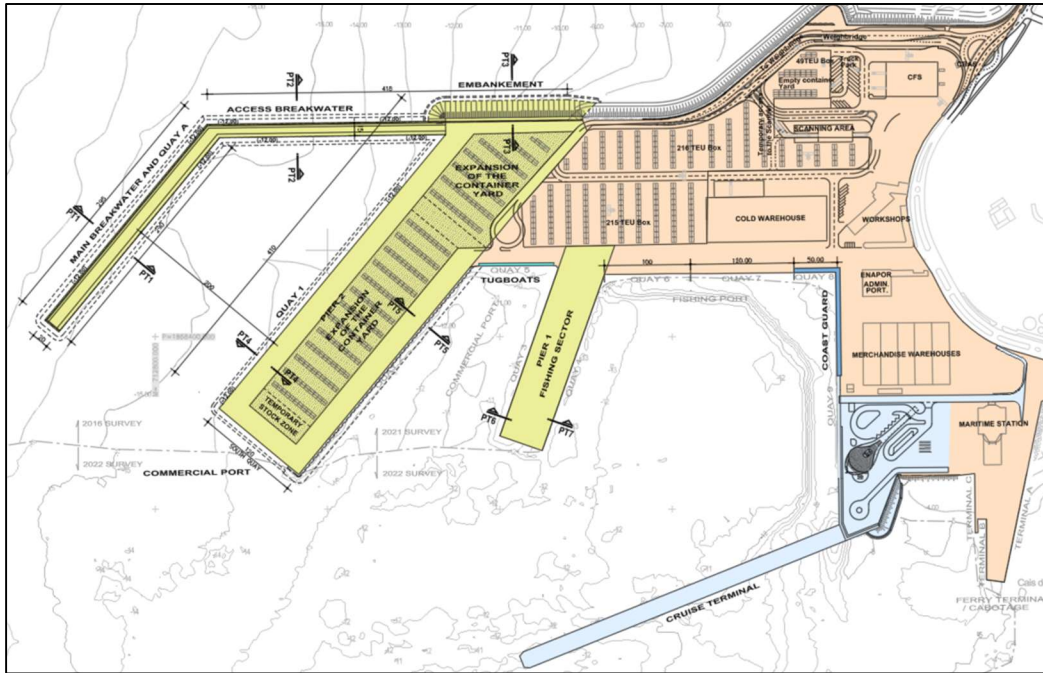


Figure – Layout Alternative with a Breakwater of vertical structure.

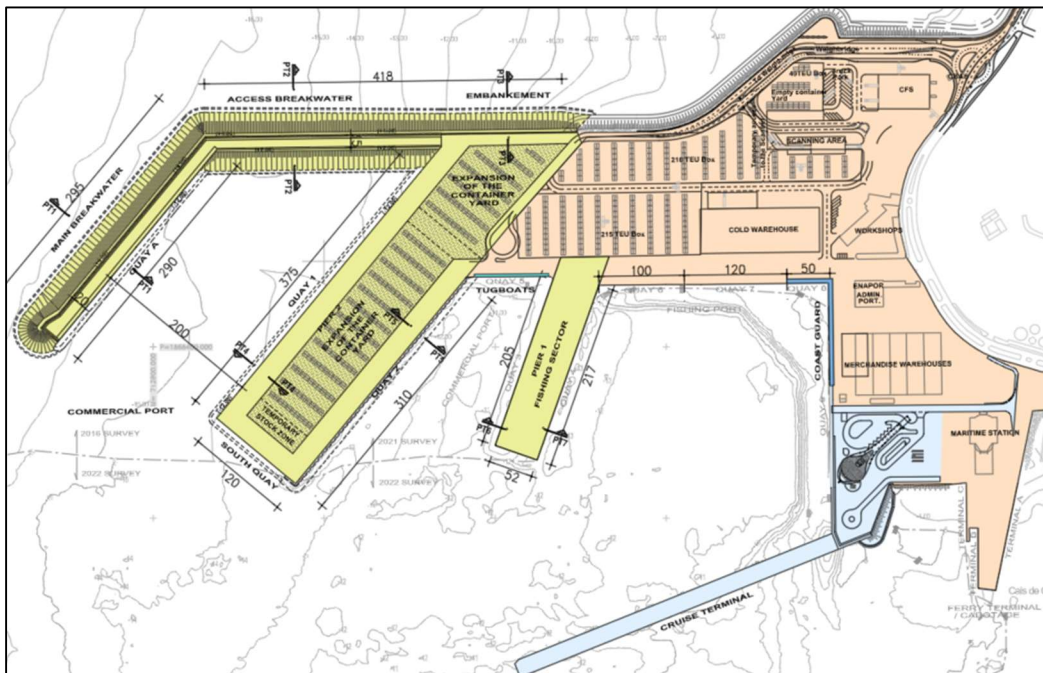


Figure - Layout Alternative with a Breakwater of mixed structure (vertical and slopes).

The first Layout considers a fully vertical structure for all the Breakwater sections, like the existing piers 1 and 2, which may have construction and cost advantages, but which also create more disturbance at the close-by water planes and quays as it reflects more the waves than a porous

slope structure. The second Layout considers a Breakwater with rubble mound protection (porous slope) together or not with vertical structures (on the inner side). These and other mixed alternatives are now being studied and optimised at the Development Design and will lead to a final preferable solution.

The corresponding Profile types for the main breakwater and its access are shown below, together within their alternatives.

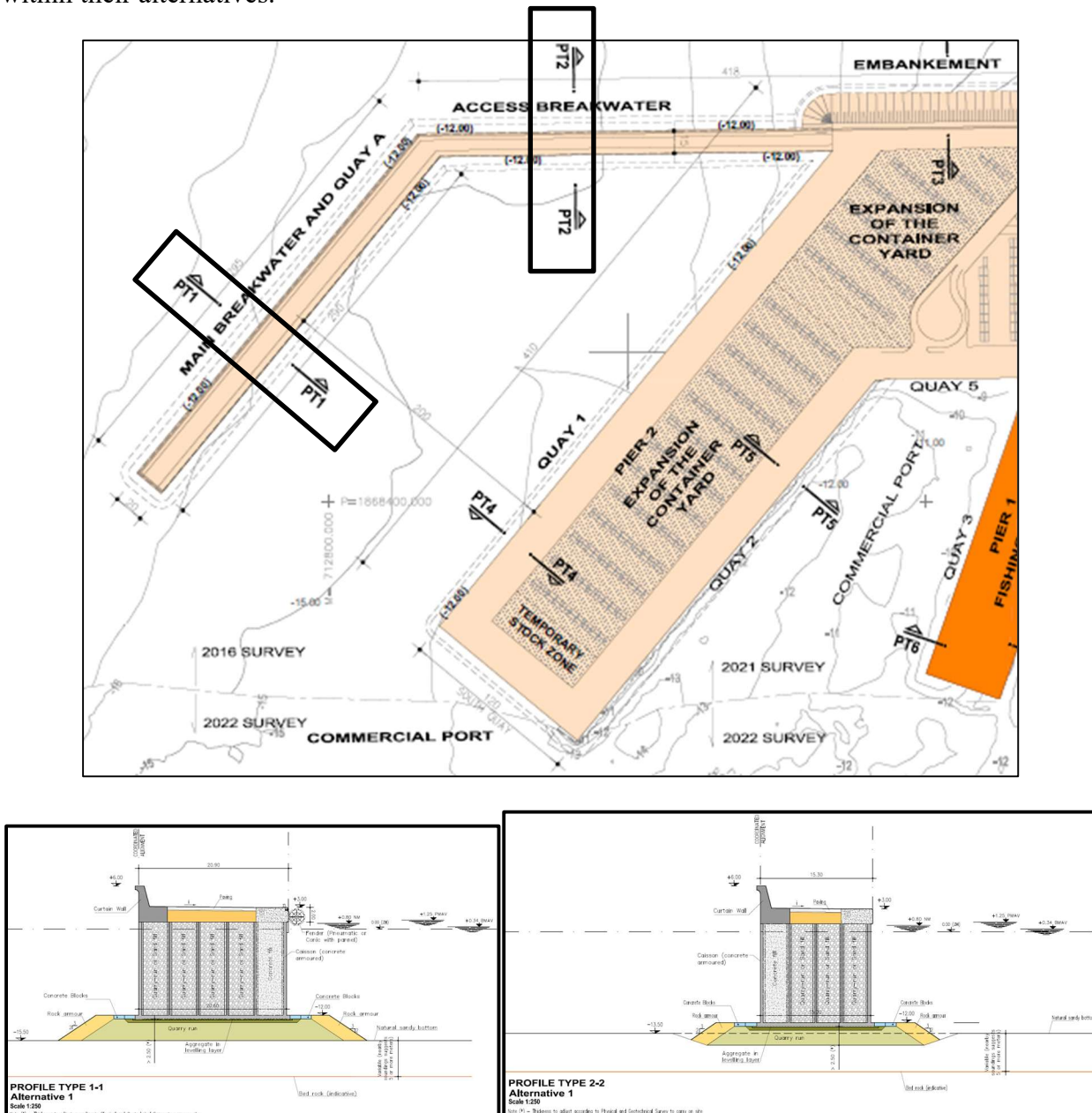


Figure – Plan of a Layout Alternative with a Vertical Breakwater and Profile Types.

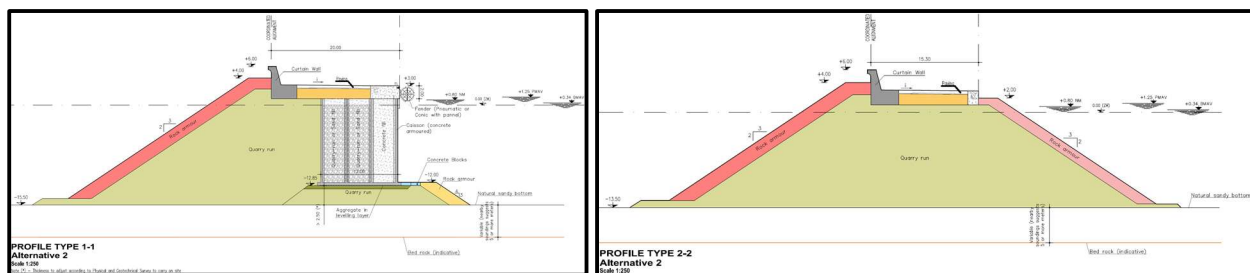
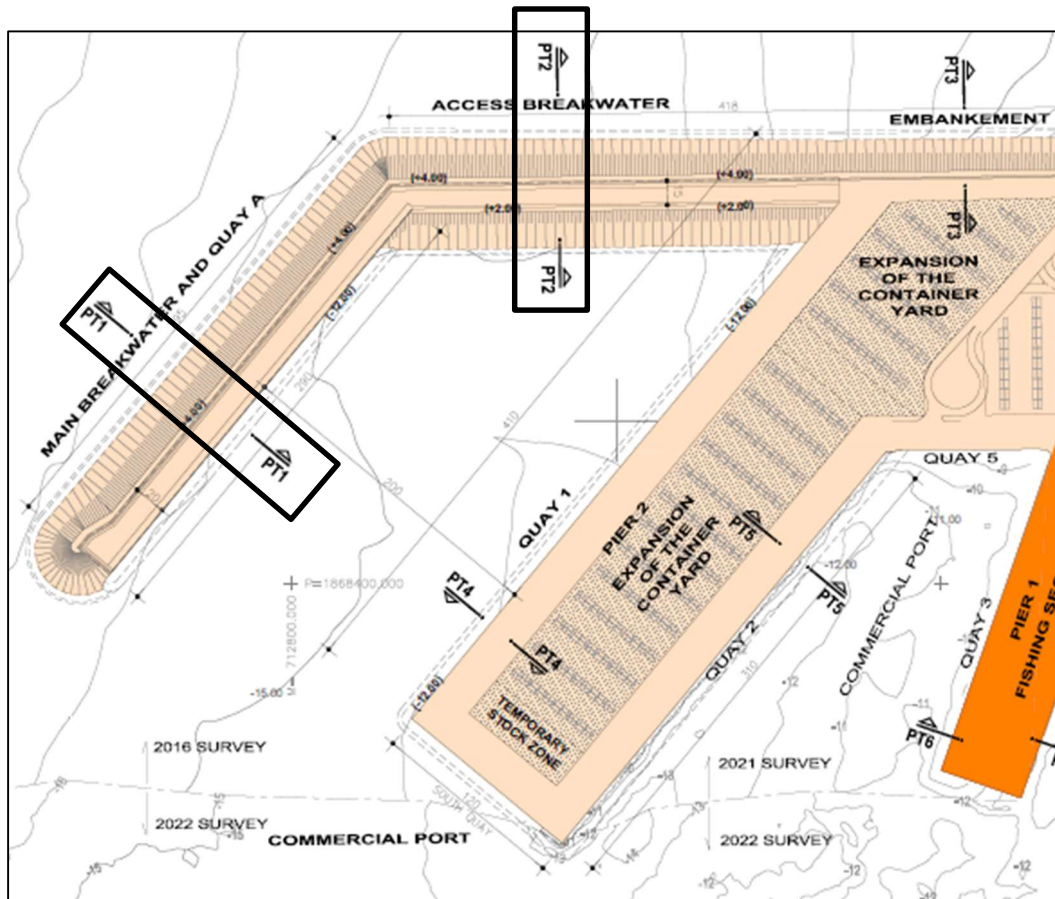


Figure - Plan of a Layout Alternative with a Breakwater of mixed structure (vertical and slopes) and Profile Types.

All concrete caissons will be founded over a quarry run bedding of a variable thickness, levelled with aggregate, and protected by a rock armour slope and rectangular concrete blocks. The caisson outer cells will be filled with plain concrete, and the inner cells with sand or quarry run material. The superstructure will have all ducts for the necessary utilities' services, including fuel. The rubble mound Alternative will be composed by a quarry run core, protected by rock armour layers, on slopes of 3(H):2(V) with a crest berm at level +4,0 m.ZH. A concrete curtain wall will be built with top level at +6,0 m.ZH. The foundation thickness may imply some trench dredging of the natural seabed (depending on the results of the geotechnical campaign, to be carried out),

The Profile types of the landfill Embankment and Quays are shown below.

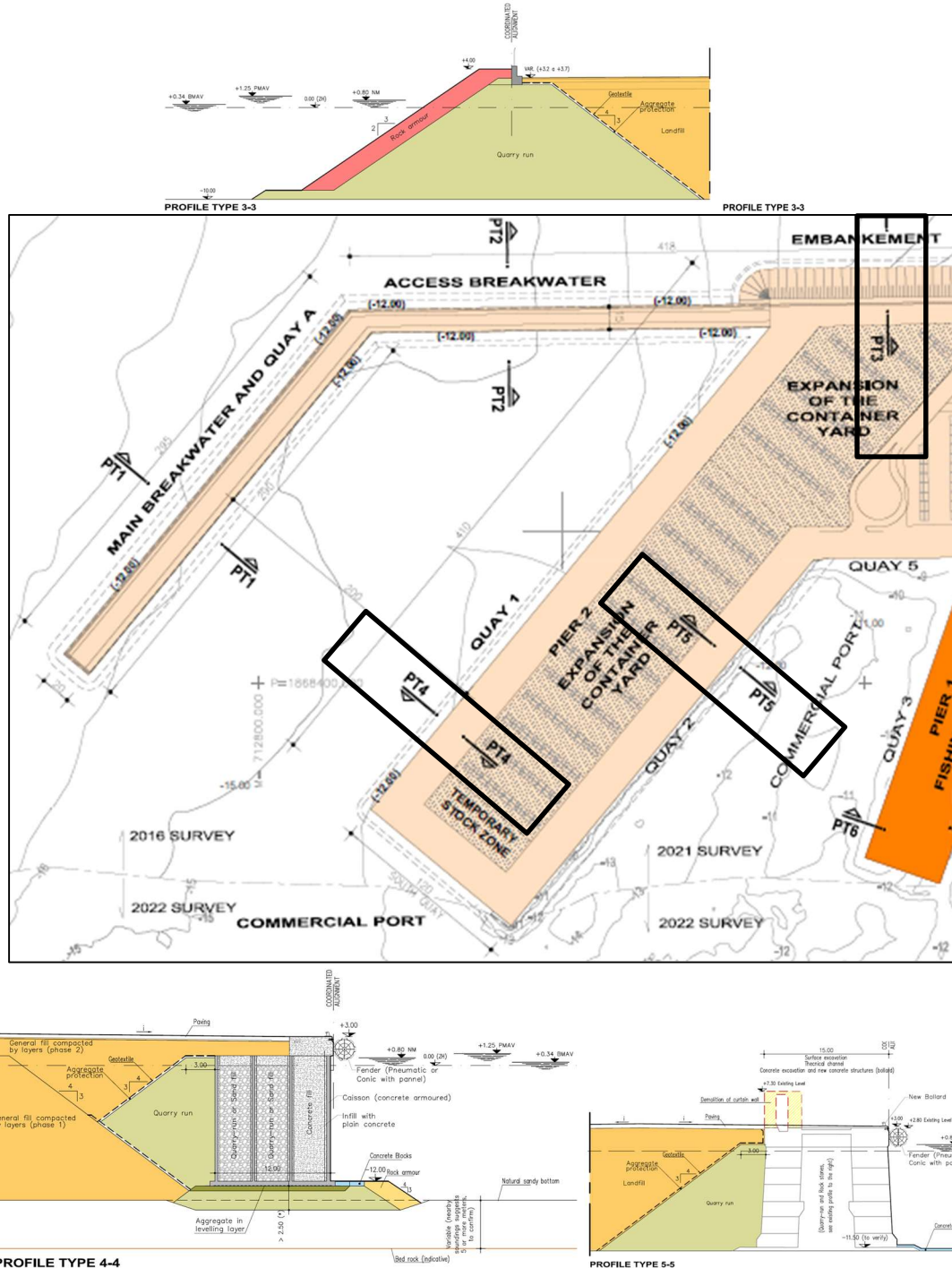


Figure – Quay and Landfill Embankment protection Plan and Profile Types.

All Quay structures will be made of precast concrete caissons backed by a rubble mound of quarry-run stones. Some dredging will be necessary to place a suitable rubble mound foundation under the vertical structures, whose thickness will depend on the results from several Surveys (Preparatory Studies) to be carried out for the Development Design.

The landfill will be materialised by quarry debris and/or sand to be dredged from a close-by natural

deposit spot and which will also be checked under the Preparatory Studies. It is stressed that the previous 2014 North Port expansion works also used a maritime sand supply zone. A geotextile will be placed on a layer of aggregate over any quarry-run rubble whenever sand or quarry debris landfill is to be placed over.

All quays will be fully equipped with bollards, ladders and rings, fenders, ducts, access chambers and boxes of supply.

In the case of quay 2, it will be necessary to previously remove the existing bollards, fenders, ladders, etc, demolish the curtain wall and part of the superstructure and reinforce the double quay quay-wall superstructure.

A new fuel installation will be built across the new land fill, along the new Breakwater and up to the new Quay A, comprising very similar pipes as the ones existing on Pier 2 with readjusted dimensions. The previous installation will be dismantled immediately after the new one is tested and fully approved. The Contractor will build all the infrastructures needed for passing-by the fuel installation and its control equipment. The latter will be of the responsibility of the local fuel Supplier which will also assist in all necessary design aspects.

The contract includes all necessary services and ducts, regarding rain drainage, residual water treatment and drainage, energy supply, lighting installation, CCTV, etc, and all the needed connections and reinforcements (for instance, power station), in order to assure their testing, approval and immediate use after works completion.

The new concrete pavement will be built according to the following preliminary schemes:

- Main Breakwater – Quay A - Rigid cement concrete pavement over a levelling and regulating layer of lean concrete;
- Container yard and surrounding service areas - Semi-rigid pavement with concrete blocks over layers of lean concrete or cement or granular bound materials layers according to the loads.

In addition to all the connection works to the existing land platform, some other complementary works might be incorporated, such as the rehabilitation of the existing water sea intake and fire pumping station, among others.

The pavement of Pier 1 (between Quays 3 and 4) and its connection to the adjacent stocking area and service channels will be rehabilitated and renewed. Large differential settlements exist all over the platform between Quays 3 and 4, most probably resulting from piping. A preliminary evaluation points the need to excavate both the pavement and its foundation down to a level where the core graded rock at the back-fill of the Quays can be regularised and a geotextile basin can be placed followed by a final controlled granular fill and the new pavement. This will be checked by the specified Geotechnical Campaign (SPT tests, Plate tests, etc).

2. Construction Period

The total duration of the Contract is estimated up to **42 months**, to be confirmed on the next phase of this procedure, covering the complete design, geotechnical campaign and construction phases of the Works. The Contractor shall plan, programme and execute all activities so as to ensure timely completion, in accordance with the Employer's Requirements and accepted international engineering and construction practice.

2.1 Work Programme Requirements

Prior to the commencement of any on-site activity, the Contractor shall prepare and submit for ENAPOR approval a **detailed Work Programme**, developed using a recognized project management methodology (e.g. critical path analysis).

The Programme shall include, at a minimum:

- A breakdown of all design, procurement, fabrication, marine works and onshore construction activities;
- Key milestones, including design submissions, additional campaigns, mobilisation, quarry allocation, start of marine operations, caisson fabrication and installation, dredging phases, quay superstructure works, breakwater extension, utilities installation, testing and commissioning;
- A resource schedule (labour, equipment, materials, temporary works facilities);
- A sequencing plan for marine operations, taking into account navigational safety and operational constraints of the existing port;
- Identification of critical activities and risk mitigation measures;
- Arrangements for environmental, social, health and safety (ESHS) compliance throughout the Contract.

The approved Work Programme shall serve as the basis for monitoring progress and assessing delays or mitigation measures.

2.2 Construction Constraints and Considerations

The Contractor shall take into account all constraints associated with the location and nature of the Works, including but not limited to:

a) Port Operations and Marine Traffic

The Porto Grande Port will remain operational throughout the Contract.

Marine works shall be coordinated to ensure uninterrupted access for ferries, cargo and cruise vessels, and service craft.

Land works shall be coordinated to ensure uninterrupted operations at the quays and land platforms (mooring, cargo landing/embankment and transport/stocking, passenger transfer, supply and emergency services, etc).

Temporary and phased exclusion zones, terrestrial/navigational markings, and land/marine safety procedures shall be established and implemented.

All main Quays are orientated to the NE, the dominant wind direction, which is favorable

for berthing. All ships will have their manoeuvres assisted by the port tugboats under command of the port's pilot, as compulsory at this port.

b) Wave Climate and Meteorological Conditions

The site is affected by Atlantic wave conditions and by the predominant north-easterly trade winds, with seasonal variations in wave and wind regimes, as defined in the project's metocean studies.

Whilst the wave conditions can be rough on the channel between the Islands of São Vicente and Santo Antão, the Bay and Port of Porto Grande presents, in general, a good natural shelter, due to the bay's dimension and, mostly, to the "shadow" effect from the nearby Santo Antão Island.

The Contractor shall schedule activities such as additional campaigns, caisson towing and placement, dredging, landfill and breakwater armour placement, taking into account weather windows and operational limits for marine equipment.

c) Temporary Facilities

The Contractor shall design, install and operate temporary facilities, including caisson fabrication yards, storage areas, and construction access routes.

All temporary works shall comply with environmental, geotechnical and safety requirements.

d) Environmental and Social Management

Execution of the Works shall strictly comply with the Environmental and Social Management Plan (ESMP), including monitoring obligations, mitigation measures and incident reporting.

Activities such as dredging, concrete production, material transport, and landfill and breakwater construction shall be planned to minimise noise, sediment dispersion, dust, emissions and community disturbance.

e) Health and Safety

The Contractor shall implement a comprehensive Health and Safety Management Plan, in accordance with national legislation and international Environmental and Social Standards. Risk assessments shall be conducted for all marine and land-based activities.

2.3 Mobilisation

The Contractor shall mobilise personnel, plant and equipment promptly following Contract signature and approval of the Work Programme. Mobilisation activities include:

- Installation of site offices, utilities and communication systems;
- Establishment of fabrication and precasting facilities (including caisson production infrastructure);
- Delivery and assembly of marine plant such as tugboats, barges, cranes, dredgers and lifting equipment;
- Implementation of environmental and safety facilities and procedures.

2.4 Completion, Testing and Commissioning

Upon substantial completion of the Works, the Contractor shall undertake all inspections, performance tests and commissioning procedures required to demonstrate compliance with the Contract.

3. Site and Other Data

3.1 Site Location and Access

The Works are located at the Bay of Porto Grande, on the North Western coast of São Vicente Island, in Cabo Verde. The island of S. Vicente, is one of the Windward Islands, belongs to the northern group within the republic of Cabo Verde in the Atlantic Ocean, and is located between the islands of Santo Antão and Santa Luzia, with the Canal de São Vicente separating it from Santo Antão.

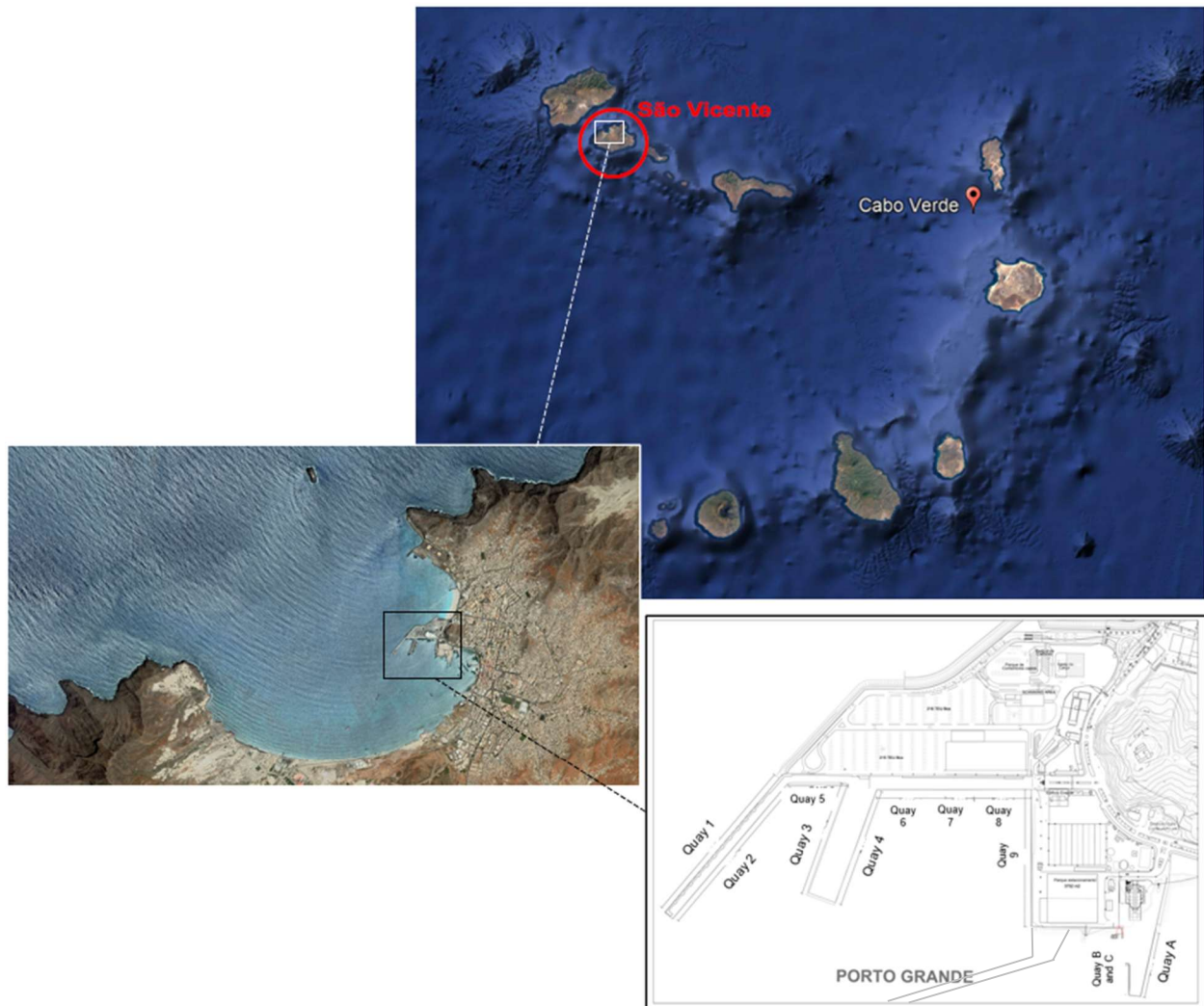


Figure – Location plans of the Archipelago of Cabo Verde and the Porto Grande Port.

The São Vicente Island is served by an international airport (Aeroporto Internacional Cesária Évora) and the commercial Port of Porto Grande. Despite being one of the smallest islands, it is the second most populous.

The port of Porto Grande is located at the bay with the same name. Porto Grande bay is semicircular with approximately two-kilometer long and is naturally protected against strong maritime currents and waves, with depths between 11 and 30 meters.

The natural shelter of Porto Grande Bay and Port, its generous depths and strategical regional and ocean position, always attractive to the maritime traffic, has historically been pivotal for São Vicente Island development, leading to a positive chain reaction to the other islands and to the general economy and well-being of Cabo Verde Republic.

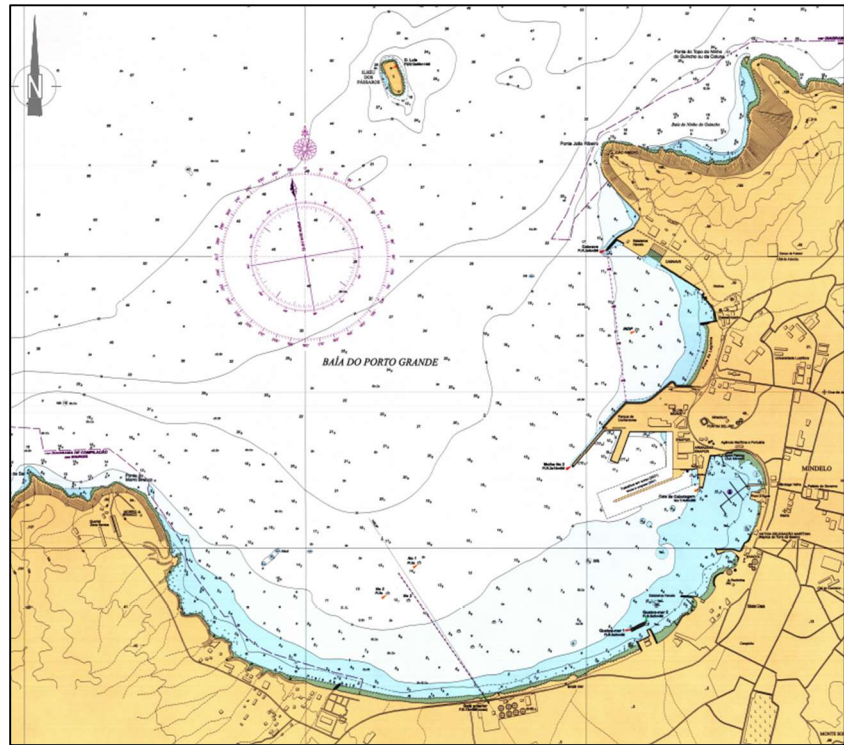


Figure – Plan of the Bay of Porto Grande

The port is the base and main interchange point for passenger, Ro-Ro and cargo traffic with Santo Antão Island.

Access to the site is available via the existing port facilities and through the coastal road network. Delivery of materials and heavy equipment is expected to occur mainly by sea.

3.2 Port configuration, Infrastructure and Interfaces

Built in 1962, Porto Grande has undergone several works, namely expansion of quays 3 and 4 in the 90's and expansion of the embankment to 8 hectares and construction of the North access in 2014. The resulting land platform, as well as the beach of Laginha, was built with sand dredged from the nearby basins. A Cruise Terminal has recently been concluded at the Southeastern port sector.

The Porto Grande has a 315-meter-long quay with 11.5 meters of depth for discharge of solid and liquid bulk (Quay 2). It also has two 350-meter-long docks with 50 meters in width and depth ranging from 10 to 12 meters, for unloading containers (Quay 3, 4 and 5).

Quays 6, 7, 8 and 9 belong to the fishing port, and present a total length of 270+240 meters, with service depths of 6.5 to 3.5 meters respectively.

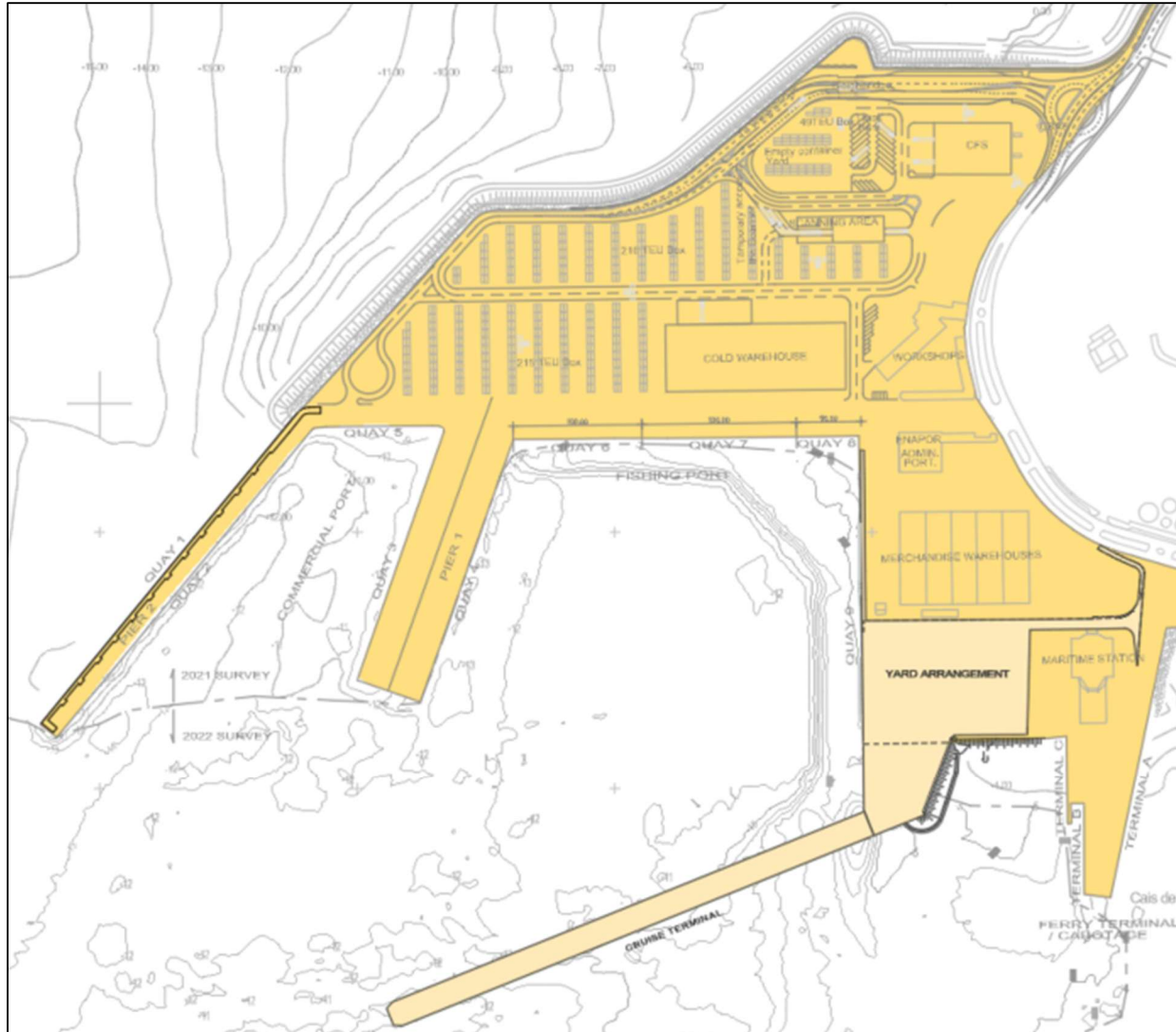


Figure – Plan of Porto Grande

It has a refrigerated warehouse with a total area of 1 hectare, with capacity for freezing and conservation of 6000 tons of fish and perishables. For the storage of goods, it has warehouses with 7000 m² covered area. In order to control the weight of the containers, the port has two bascules.

It also has a coastline terminal with a 1000 m² covered area for freight and passenger cargo, designed outside the commercial port to facilitate work on long haul ships and provide better conditions for passengers and domestic haulers. The terminal has 235 meters of berth perimeter, subdivided into 3 berths for cabotage vessels, and two roll-on/roll-off ramps, one metal and one concrete (Quays A, B and C).

The maneuvering and mooring basin has about 1.5 km diameter, and depth ranging from 3.5 to 16 meters. The port can receive ships with drafts from 3.5 to 11 meters.

A new terminal dedicated to cruises was recently concluded with a 400-meter-long quay and a service depth of -11 m(ZH) at the North Side basin.



Figure – Plan of Porto Grande (Satellite image from Google Earth)

The envisaged Works will interface with some of the existing port works, utility networks and general operations (commercial, fishing, cabotage, ferry, cruise, marina, etc). The port will remain operational throughout the construction period, requiring coordination of both the marine and land traffic and careful planning of temporary works and its phasing.

3.3 Employer's Data

The Employer provides available site information — including hydrographic, topographic, oceanographic and geotechnical data — for reference only.

The Employer will provide access to the Design Development Report, the Preparatory Studies, EIA, DIA and Additional Environmental Studies.

However, the Contractor will be fully responsible for verifying all physical, operational and environmental conditions affecting the design and execution of the Works, and perform any additional investigations required.

3.4 Brief synthesis of natural conditions

3.4.1 Previous considerations

The following data comes from the Preliminary Design and is merely indicative. It will be revised and updated on the Development Design.

The Contrator will be responsible to make all the necessary studies and investigations to verify the natural conditions.

3.4.1 Bathymetry

Porto Grande Bay is located at the northwest of S. Vicente island, sheltered to the NW by the island of Sto. Antônio, being delimited, to the W and E, respectively, by Ponta do Morro Branco and Ponta João Ribeiro. Its opening is about 3500 m long and faces N; the shoreline is approximately 7000 m long.

The depths at the bay entrance are around 30 m (ZH), and the -30 m bathymetric is approximately oriented according to SW-NE. At the southwest of the bay, bathymetrics adapt more quickly to the bay configuration. At the north, the same is true, but with the concavity facing the opposite way.

The 20 and 15 m depths bathymetrics present to the coastline, a distance of approximately 1600/1150 m at the center, and of 1000/650 m and 1200/900 m to the west and east limits respectively.

Between 20 and 15 m depths (ZH), the slope is around 1/100, narrowing slightly to the east and west. From 15 to 10 m depths the slope gets steeper (around 1/50), and from the 10 to 5 m depths at the center of the bay the slope gets smoother ($>1/100$) and maintains the same slope (1/50) at the east and west edges. The bathymetry with soundings below about (-5,0 m) generally accompanies the curvature of the bay, with a slope of 1/50.

3.4.2 Geology, topography, hydrography and seabed nature

The S. Vicente island has a flat topography with few elevations, the highest point being approximately 700 m. The slope is moderate, but the intense rains fall on the island and its significant surface runoff, cause soil erosion.

The last volcanic activity is considered to have taken place in the Pleistocene. Although very eroded, some craters remain. The Porto Grande Bay, is a caldera that was breached by the ocean. Nearby, less than one nautical mile off the coast of Porto Grande Bay is located a small islet, called Ilhéu dos Pássaros. There are a few intermittent streams, including Ribeira do Calhau and Ribeira de Julião.

From a geological point of view, the island of S. Vicente is basically made up of basic volcanic products, where basaltic lavas predominate, accompanied by a corresponding pyroclastic series, with breccias, lapilli and tuffs, called the “Basaltic Series”. These products were spilled through the crater of a main volcano that occupied, in the past, Porto Grande and part of the city of Mindelo, and extended to the coast, forming mantles and layers with slopes that vary from 6” to 12”.

The several geophysical/geotechnical surveys show the subsoil below the seabed consist of soft marine sediments on top of a layer of rock (basalts). The thickness of the sediment layer was generally about 6 m, and the sediments described as marine alluvial sediments, sand with variable grain size (from fine to coarse), with abundant limestone fragments. The basalts are black or gray, with small coverage on the surface of grayish white color coral.

Table – Geotechnical parameters (Tecnasol FGE survey information)

Soil description	N - value	γ (kN/m ³)	ϕ' (°)	c' (kPa)	E' (MPa)	q_{uc} (MPa)
Alluvial sediments	2-10	17 - 18	22 - 25	-	1 – 3	-
Highly weathered basalt	>60	24	45	150	2500	-
Sound basalt	-	26	55	1000	50000	30-115



Figure – Location maps of the geotechnical boreholes

The SPT results from another Survey show a unit of anthropogenic rockfill, consisting of concrete with blocks of varying dimension of highly weathered basalt, present in the land boreholes. This unit is medium compact ($8 < (N_1)_{60} < 60$) to compact ($25 < (N_1)_{60} < 42$), with occasional higher values due to its heterogenous nature. Below there is a unit of sediments, whose compacity is framed between medium compact and very compact, with occasional higher values, which could be related to the presence of gravel. The very compact unit was mainly observed in the land boreholes. The volcanic units generally demonstrated resistances equivalent to soft rocks on top ($N_{60} > 60$) and sound rocks below ($N_{60} \gg 60$), which revealed a lower resistance test on top (probably due to its high fracturation and weathering degree).

3.4.2 Seismic activity

There is little data available on seismic hazard at West African. An international database estimates that the horizontal peak ground acceleration around Cabo Verde is 0 to 0.2 m/s² for an exceedance of 10% within 50 years. This small acceleration is due to the inter-tectonic plate location of Cabo Verde.

3.4.2 Meteorological climate

The Cabo Verde climate is of the type subtropical dry, with a short rainy season (July to October) with episodes of torrential rain irregularly distributed in space and time.

The **rainfall** is generally weak in all the territory, less than 200 mm by year, with a maximum average of 50 to 70mm in the months of August or September.

The monthly average **temperature** varies between 20 and 30 °C, the hottest periods between July and October and the coolest from January to March.

The variation in **relative humidity** values range between 60 and 80 %, being maximum in the rainy season and minimum in February or March.

The prevailing and strongest **wind** influencing the area during all the year is from the NE, resulting either from the Azores anticyclone (maritime air) or the North African anticyclone (continental air), in this case also transporting large quantities of particles in suspension.

The NE winds represent almost 80% of the occurrences, with average velocities from about 5.0 to 7.2 m/s, followed by the North and East winds, respectively with frequencies of about 5 and 10%, both with average velocities between 10 and 20 km/h. There is almost no wind in about 3,5 % of time. Occasionally, about 2 to 3 times by year, the archipelago is reached by winds with velocities in the order of 19 to 25 m/s, from the East and Southeast sectors, associated with a system of low pressures situated to the SE.

3.4.2 Tides

Tides are semi-diurnal at the Island of S. Vicente with amplitudes of 0,9 and 0,4 m respectively for spring and neap waters. The “Zero Hidrográfico” (ZH) is the chart datum for the all project, situated 0,8 m down the mean sea level, immediately below the lowest tidal levels.

According to the forecasts of the Portuguese Hydrographic Institute (IH, Tide Tables from 1982 to 2024), prepared based on tidal records carried out in Porto Grande do Mindelo, the following values are considered for the characteristic elements of the tide:

- HAT – highest astronomical tide(+1,47 m) ZH
- MHWS – mean high water springs(+1,25 m) ZH

- MSWN – mean high water neaps(+1,00 m) ZH
- MTL – Mean Tide Level(+0,80 m) ZH
- MLWN – mean low water neaps.....(+0,60 m) ZH
- MLWS – mean low water springs(+0,35 m) ZH
- LAT – lowest astronomical tide(+0,18 m) ZH

Under abnormal meteorological conditions (strong variation of the atmospheric pressure and/or strong and constant wind if more directed to the Bay), the water level starts to have an important meteorological component overlapped to the tidal one, where variations of the above sea levels may occur.

The sea level has been gradually rising, as evidenced by old tide records dispersed across the planet, and even so there is no consensus on its quantification and, above all, projection into the future. To overcome this difficulty, projections of sea level rise are periodically carried out by internationally accredited entities for sets of pre-defined scenarios (IPCC, RECE, SROCC, etc.), using complex models, calibrated by the measurements recorded in the meantime.

For the Porto Grande expansion works preliminary design the values of 0.0 m(ZH) and +2.0 m(ZH) were considered as extremes of sea surface level.

3.4.2 Currents

The currents at the Archipelago are more intense in narrow passages between islands, as is the case of the Channel of São Vicente, and near the most salient points of the islands. Summary measurements made on water springs, in the two channels formed between the Island of S. Vicente and the Islands of Santo Antão (“Canal de S. Vicente”) and Santa Luzia (“Canal de Santa Luzia”), showed velocities of the order of 1.8 and 1.2 m/s, respectively.

Ocean currents will not be felt within Porto Grande Bay, given the shelter provided by its extensive cut-off against the contour of the island.

Flows in the Porto Grande Bay are mainly counterclockwise rotational flows, with a current velocity of 0.1-0.5 m/s. Direction varies in different areas of the Bay.

3.4.2 Offshore Waves

Two swell regimes can be individualised at the offshore:

- A main and predominant system that is distributed more or less regularly through an extensive sector of directions from NW to NE, totalling almost 75% of occurrences, formed by waves generated in the North of the Atlantic Ocean. This swell is higher, due to the

intensity of its generation processes (storms or strong and constant winds) and shorter relative distance from the archipelago of Cabo Verde;

- A secondary system, although seasonally important, essentially concentrated in the SSW to SSE sectors, totalling around 7% of occurrences, formed by waves generated in the Southern part of the Atlantic Ocean. This swell, having been generated at a much greater distance from Cabo Verde, has lost more of its energy, therefore presenting a lower height than that from the North Atlantic. Another consequence of this long propagation is the lower range of directions with which it arrives here.

Regarding the distribution of offshore wave heights, the most frequent swell states (56% of the data) have a height between 1.0 and 2.0 m; around 88% of the waves are less than 2.5 m and 98% are less than 3.0 m. The greatest heights are associated with NNW and N directions, reaching heights of 5.5 m.

For wave periods, the data point presents 82% of occurrences with periods between 7 and 15 s, with two pics of 24% and 25% for the echelon of 8 and 12 s, respectively. For long periods greater than 13 s and 17 s, the occurrences are 26% and 2.4% respectively, which reflect the distant origin of these wave states. NNE and NE swells present shorter periods, reflecting a relatively closer origin (constant winds).

The offshore sea regime is concentrated in the NNE and NE sectors, with around 44% of occurrences, therefore almost all sea conditions present offshore (it is to be recalled that these only occur 46% of the time).

Regarding the distribution of offshore sea heights, the most frequent waves (26% of data) have heights between 1.5 and 2.5 m. As for Swell, the percentage of heights of more than 3 m is approximately 2.6%, the maximum significant height occurring also being close to 5.5 m, although in this case for directions in the NNE sector.

The most frequent peak wave periods are between 8 and 10 s (41%), with none more than 13 s. These conditions are generally associated with ocean wave conditions generated by the trade winds.

3.4.2 Cyclones

The subtropical zone south of Cabo Verde is an important location for the generation of cyclones (depressions, tropical storms, and hurricanes). Every year, at least one or two cyclones are formed, and having favourable conditions to intensify, since they have a long distance to propagate without the appearance of obstacles (earth). These disturbances normally reach the coasts of the Gulf of Mexico and the USA, as well as the Azores Sea, sometimes with maximum intensities (hurricane).

However, the crossing of the archipelago by such an event is a very rare phenomenon, it can happen, like the case of Hurricane FRED, in 2015.

3.4.2 Local Waves

The following figures presents significant height (Hs) and peak period (Tp) distributions for swell and Sea directions in the Northern approach to the Porto Grande Bay, as obtained with a transfer matrix.

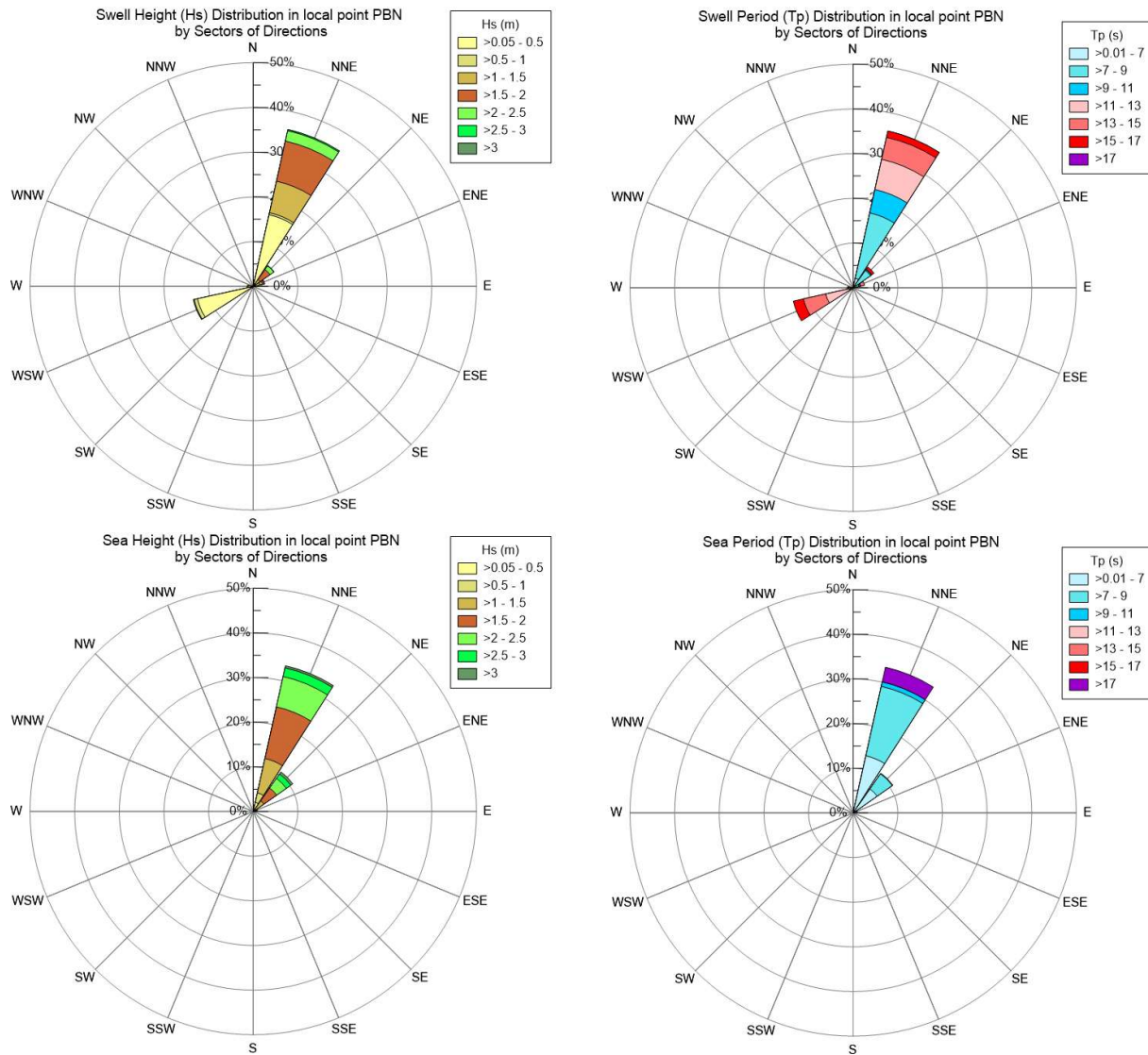


Figure – Wave frequency distributions at the vicinity of the entrance of Porto Grande Bay

A very similar result was obtained on the Southern end of the Bay’s entrance.

The main wave conditions come from the Northern entrance to the Channel of Santo Antão, as represented below (MIKE 21 BW).

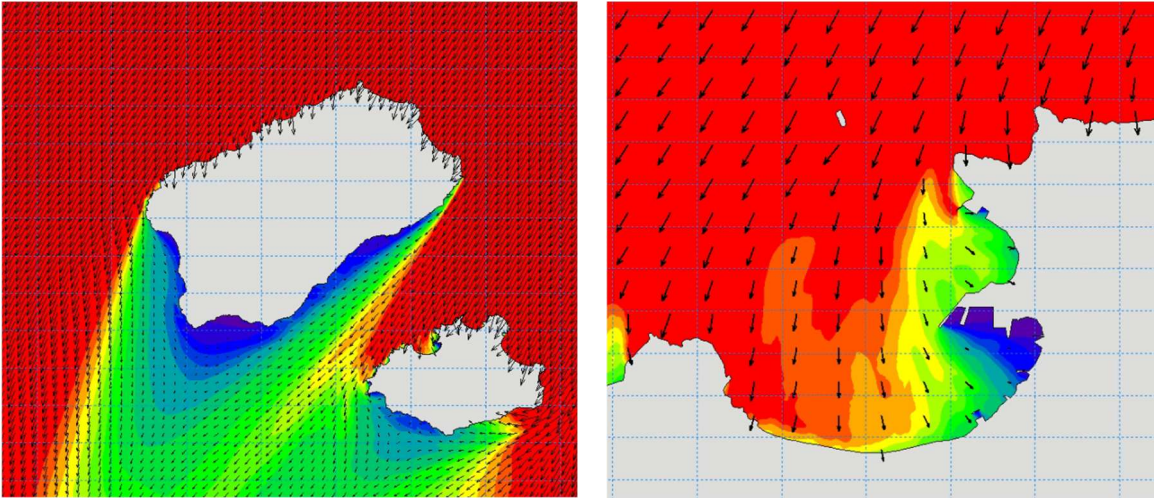


Figure – Significant wave height (MIKE 21 SW) for extreme offshore wave conditions (N27.5°E, $T_p=14$ s and $H_s=5$ m)

The following figure illustrates the results obtained for the actual port configuration in the form of wave disturbance coefficients, as well as a plan visualization of crests-throughs).

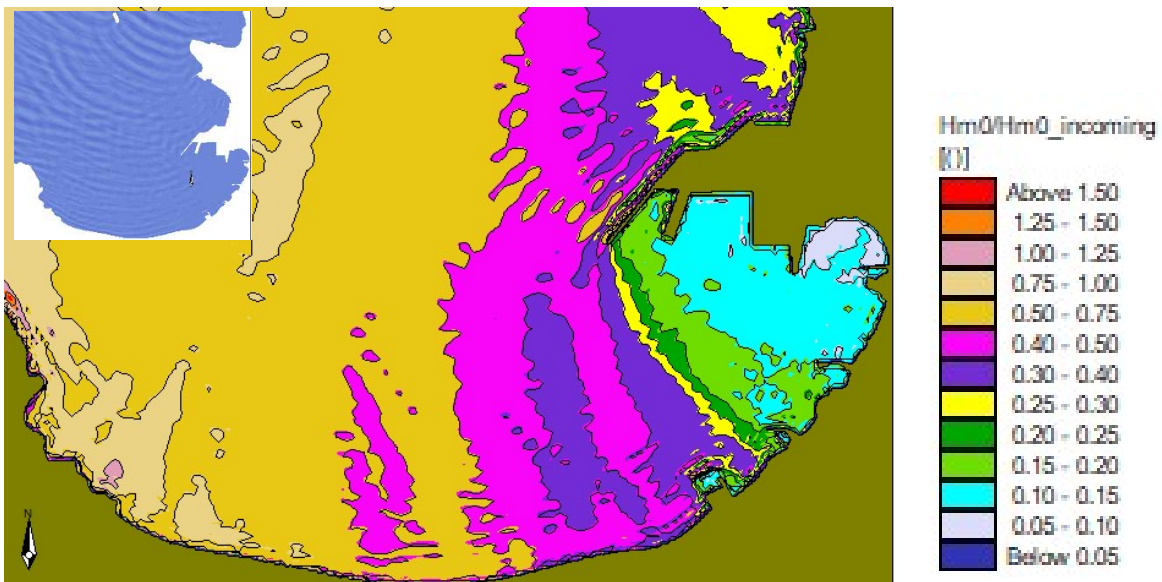


Figure – Significant wave height (MIKE 21 BW) for extreme offshore wave conditions (N27.5°E, $T_p=14$ s and $H_s=5$ m)

For a 100 year return period, it is estimated a local significant wave height in front of the new Breakwater in the order of 3m.

4. Environmental and Social (ES) Requirement and additional sustainable Procurement Aspects

The Contractor shall comply with the ESMP, EIB Environmental and Social Standards, and national legislation. Minimum obligations include:

General

Addressing Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) risks and impacts, managing labor and working conditions, protection of the environment, security of the site, community health and safety, management of safety of hazardous materials, resource efficiency and pollution prevention and management, biodiversity conservation and sustainable management of living natural resources etc.

Environmental Management

Implement the Employer's ESMP and prepare a Contractor ESMP.

Control dredging impacts (turbidity, sediment dispersion) and manage dredged material in approved locations.

Prevent pollution (fuel, oils, concrete wash water, waste).

Apply dust, noise and vibration control measures.

Protect marine environment: avoid sensitive periods, reduce underwater noise, and minimise habitat disturbance.

Social & Community Requirements

Maintain an accessible Grievance Redress Mechanism.

Ensure community safety (traffic management, controlled site access, emergency response).

Promote local employment and fair labour practices.

Health & Safety

Implement an OHS Plan compliant with EIB standards.

Apply marine safety procedures, permit-to-work systems, and incident reporting.

Provide appropriate PPE and safety training for all workers.

Sustainable Procurement

Prioritise materials and equipment with lower environmental impact (durability, energy efficiency, recycled content where feasible).

Optimise energy and fuel consumption; implement basic carbon-reduction measures.

Monitoring & Reporting

Conduct regular ES monitoring (environmental, safety, social).

Submit monthly ES reports to the Employer and Engineer.

Ensure all subcontractors comply with equivalent ES requirements.