

## **SPECIFIC PROCUREMENT NOTICE**

### **Invitation for Initial Selection**

**Antalya-TURKEY**

**ASAT WASTE MANAGEMENT AND SEWAGE PROJECT – CTR1084**

**Waste Sludge Incineration and Energy Recovery Facility Project**

**(Design, Build and Operate)**

**December 2023**

The Antalya Metropolitan Municipality, General Directorate of Antalya Water and Wastewater Administration -ASAT (hereinafter “the Employer”) has received funds from Agence Française de Développement (“AFD”) toward the cost of “Waste Management and Sewage Project-CTR1084”, and it intends to apply part of the funds to payments under the contract for “Contract No. ASAT/C1 -Waste Sludge Incineration And Energy Recovery Facility Project”.

The Waste to Energy Plant will be procured under the AFD template “Bidding Documents for Procurement of Works (Design, Build and Operate)”, dated October 2019 and available online at <https://www.afd.fr/en/responding-bid-invitation> (in the section “download the model documents / Works contracts / Bidding documents for procurement of works”). The General Conditions of Contract (GCC) are the FIDIC's Conditions of Contract for Design, Build and Operate Project (FIDIC Gold), first edition 2008. However, these standard procurement document (SPD) aim to address short Operation Service Periods.

The Employer intends to initially select a maximum of 7 firms for this Design, Build and Operate (DBO) Contract.

The location of the DBO Contract (Contract No. ASAT/C1; Waste Sludge Incineration and Energy Recovery Facility Project) is within the boundary of Hurma Wastewater Treatment Plant (WWTP) - Konyaaltı District in Antalya, Turkey.

The Employer intends to construct the sludge incineration facility with the capacity of 500 ton/day to disposal domestic waste sludges that are being produced from central and districts WWTPs. Inlet dry matter content will be average %18.

It is aimed that the facility to be built will have optimal energy efficiency and heat balance, and it is requested to be designed and constructed in accordance with environmental and occupational safety standards, permits and regulations.

The main objectives of the Project are besides sludge disposal:

- (i) energy recovery.
- (ii) usage of produced energy in the necessary sections of the facility and treatment plant
- (ii) reduction of carbon footprint and ensuring sustainable environmental quality.

Detailed requirements are specified in PART-2 Employer’s Requirement Section.

Contract duration will cover 24 months construction period and 24 months operation period. Construction period will cover design and construction phases; operation period will cover the operation and training phases.

Detailed Qualification Criteria for the initial selection procedure are specified in Section III., Initial Selection Criteria, Table 1. Qualification Criteria.

It is expected that invitations for bid will be made in May, 2024.

Interested eligible Applicants may obtain further information from ALDAŞ Infrastructure Management and Consultancy Services Industry and Trade Inc. (address below) during office hours from 09:00 am to 18:00 pm (local time) in business days. A complete set of the Initial Selection Documents in English will be published on AFD's official website <https://afd.dgmarket.com/>, [www.asat.gov.tr](http://www.asat.gov.tr); [aldas.com.tr](http://aldas.com.tr); [ekap.kik.gov.tr](http://ekap.kik.gov.tr).

Applications for Initial Selection should be submitted in clearly marked envelopes and delivered to the address below by 14:00 (local time) on **30/01/2024**. Late application may be rejected.

ALDAŞ Infrastructure Management and Consultancy Services Industry and Trade Inc.

Project Manager Aras GEZER GÖRGEÇ

Address: Gülveren Mah. 3760 Sokak No:15/1 07220 Kepez /Antalya /Türkiye

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# Self-Assessment Tool for Applicant's Compliance to Financial Resources

(Criterion 3.1(i) of Section III)

This tool requires the same information submitted in Forms FIN-3.3 and FIN-3.4. All conditions of "Available Financial Resources Net of Current Contract Commitments (CCC)  $\geq$  Requirement for the Subject Contract" must be satisfied to qualify.

## For Single Entities

For Single Entities	Total Available Financial Resources from Form FIN-3.3	Total Monthly Financial Requirement for CCC from Form FIN-3.4	Available Financial Resources Net of CCC	Requirement for the Subject Contract	Results: Yes or No [D must be greater than or equal to E]
(A)	(B)	(C)	D= (B-C)	(E)	(F)
_____ [Name of Applicant]	_____	_____	_____	US\$ 10,000,000	

## Joint Ventures

For Joint Ventures	Total Available Financial Resources from Form FIN-3.3	Total Monthly Financial Requirement for CCC from Form FIN-3.4	Available Financial Resources Net of CCC	Requirement for the Subject Contract	Results: Yes or No [D must be greater than or equal to E]
(A)	(B)	(C)	D= (B-C)	(E)	(F)
<b>Leader:</b>					
_____ [Name of JV Member]	_____	_____	_____	N/A	
<b>Each (other) JV Member:</b>					
_____ [Name of JV Member 1]	_____	_____	_____	N/A	
_____ [Name of JV Member 2]	_____	_____	_____	N/A	
_____ [Name of JV Member 3]	_____	_____	_____	N/A	
<b>All JV Members combined:</b>	$\Sigma$ D = Sum of available financial resources net of current contract commitments for all Members of the JV.		$\Sigma$ D =	10,000,000 US\$	_____

This tool is made available for use by the Applicant as a self-assessment tool, and by the Employer as evaluation work sheet, to determine compliance with financial resources requirement as stated in Criterion 3.1(i) of Section III. Failure to submit this tool by the Applicant shall not lead to application rejection.

# **Initial Selection Documents for Procurement of Works "Design, Build and Operate"**

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## **Waste Sludge Incineration and Energy Recovery Facility Project (Design, Build and Operate)**

**Employer:** Antalya Metropolitan Municipality - General Directorate of  
Antalya Water and Wastewater Administration - ASAT

**Project:** Waste Management and Sewage Project - CTR1084  
**Contract No:** ASAT/C1; Waste Sludge Incineration and Energy  
Recovery Facility Project

**Country:** TURKEY

**Invitation for Initial Selection No.:** C1

**International Procurement Competition No.:** ASAT-C1

**Issued on:** December 2023

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## **PART 1 – Initial Selection Procedures**

# Section I - Instructions to Applicants (ITA)

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## A. General

- 1 Scope of Application**

1.1 In connection with the invitation for Initial Selection indicated in Section II, Initial Selection Data Sheet (**ISDS**), the Employer, as defined in the **ISDS**, issues these Initial Selection Documents ("Initial Selection Documents") to prospective applicants ("Applicants") interested in submitting applications ("Applications") for Initial Selection for the Works (Design, Build and Operate or Design and Build, as **specified in the ISDS**) described in Section VII, Scope of Employer's Requirement.
- 2 Source of Funds**

2.1 The Employer **specified in the ISDS** has received or has applied for financing (hereinafter called "funds") from *Agence Française de Développement* (hereinafter called "**AFD**") toward the project named **in the ISDS**. The Employer intends to apply a portion of the funds to eligible payments under the contract(s) for which these Initial Selection Documents are issued.
- 3 Corrupt and Fraudulent Practices**

3.1 AFD requires compliance with its policy regarding corrupt and fraudulent practices as set forth in Section VI - AFD Policy - Corrupt and Fraudulent Practices - Environmental and Social Responsibility.

3.2 In further pursuance of this policy, Applicants shall permit and shall cause their subcontractors and subconsultants, to permit AFD to inspect all accounts, records and other documents relating to the submission of the Application, Bid submission (in case of Initial Selection), and contract performance (in the case of award), and to have them audited by auditors appointed by AFD.
- 4 Eligible Applicants**

4.1 An Applicant may be a firm that is a private entity, a state-owned enterprise or institution subject to ITA 4.3 - 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 an authorized 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 Initial Selection process, Bidding (in the event the JV submits Bid) and during contract execution (in the event the JV is awarded the Contract). Unless specified **in the ISDS**, there is no limit on the number of members in a JV.

4.2 A firm may apply for initial selection both individually, and as part of a joint venture, or as a subcontractor. If initially selected, it will not be permitted to bid for the same contract both as an individual firm and as a part of the joint venture. However, a firm may participate as a subcontractor in more than one Application, but only in that capacity. Applications submitted in violation of this procedure will be rejected.

4.3 AFD's eligibility criteria for initial selection are described in Section V, Eligibility Criteria.

4.4 Applicants shall not have a conflict of interest. Any Applicant found to have a conflict of interest shall be disqualified. An Applicant may be considered to have a conflict of interest for the purpose of this initial selection process, if the Applicant:

  - a) Directly or indirectly controls, is controlled by or is under common control with another Applicant; or

- b) Receives or has received any direct or indirect subsidy from another Applicant; or
  - c) Has the same legal representative as another Applicant; or
  - d) Has a relationship with another Applicant, directly or through common third parties, that puts it in a position to influence the application of another Applicant, or influence the decisions of the Employer regarding this initial selection process; or
  - e) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Works that are the subject of the initial selection; or
  - f) Any of its affiliates has been hired (or is proposed to be hired) by the Employer as Employer's Representative for the Contract implementation; or
  - g) Has a close business or family relationship with a professional staff of the Employer (or of the project implementing agency, or of a recipient of a part of the Funds who: (i) are directly or indirectly involved in the preparation of Initial Selection Documents or specifications of the contract, and/or the initial selection evaluation process; 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 AFD throughout the procurement process and execution of the contract.
- 4.5 An Applicant shall not be under suspension from submitting an Application by the Employer as the result of the execution of a Bid-Securing Declaration.
- 4.6 An Applicant shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 5 Eligible Materials, Equipment and Services**
- 5.1 The materials, equipment and services to be supplied under the Contract and financed by AFD may have their origin in any country subject to the restrictions specified in Section V, Eligibility Criteria, and all expenditures under the Contract will not contravene such restrictions.

### **B. Contents of the Initial Selection Documents**

- 6 Sections of Initial Selection Documents**
- 6.1 The Initial Selection Documents consist 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: Initial Selection Procedures**

- Section I - Instructions to Applicants (ITA)
- Section II – Initial Selection Data Sheet (ISDS)
- Section III – Initial Selection Criteria
- Section IV – Application Forms
- Section V – Eligibility Criteria
- Section VI - AFD Policy – Corrupt and Fraudulent Practices – Environmental and Social Responsibility

#### **PART 2: Employer's Requirements**

- Section VII – Scope of Employer's Requirements

- 6.2 Unless obtained directly from the Employer, the Employer accepts no responsibility for the completeness of the Initial Selection Documents, responses to requests for clarification, or Addenda 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 Initial Selection Documents and to furnish with its application all information or documentation as is required by the Initial Selection Documents.
- 7 Clarification of Initial Selection Documents**
- 7.1 A prospective Applicant requiring any clarification of the Initial Selection Documents shall contact the Employer in writing at the Employer's address indicated **in the ISDS**. 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 Initial Selection Documents directly from the Employer, including a description of the inquiry but without identifying its source. If so indicated **in the ISDS**, the Employer shall also promptly publish its response at the web page identified **in the ISDS**. Should the Employer deem it necessary to amend the Initial Selection Documents 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.
- 8 Amendment of Initial Selection Documents**
- 8.1 At any time prior to the deadline for submission of Applications, the Employer may amend the Initial Selection Documents by issuing an Addendum.
- 8.2 Any Addendum issued shall be part of the Initial Selection Documents and shall be communicated in writing to all Applicants who have obtained the Initial Selection Documents from the Employer. The Employer shall promptly publish the Addendum at the Employer's web page identified **in the ISDS**.
- 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 Application**
- 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 Initial Selection process.
- 10 Language of Application**
- 10.1 The Application as well as all correspondence and documents relating to the Initial Selection exchanged by the Applicant and the Employer, shall be written in the language specified **in the ISDS**. 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 ISDS**, 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 Form**, in accordance with ITA 12.

- b) **Eligibility:** documentary evidence establishing the Applicant's eligibility, in accordance with ITA 13.
- c) **Qualifications:** documentary evidence establishing the Applicant's qualifications, in accordance with ITA 14; and
- d) any other document required as specified **in the ISDS**.
- 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 Form**
- 12.1 The Applicant shall complete an Application Submission Form as provided in Section IV, Application Forms. This Form 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 and sign the Statement of Integrity, Eligibility and Social and Environmental Responsibility as provided in Section IV, Application Forms, without any alteration to its format and furnish supporting documentation as specified in Forms ELL-1.1 and ELL-1.2.
- 14 Documents Establishing the Qualifications of the Applicant**
- 14.1 To establish its qualifications to perform the contract(s) in accordance with Section III, Initial Selection Criteria, the Applicant shall provide the information requested in the corresponding Forms included in Section IV, Application Forms.
- 14.2 Wherever an Application Form requires an Applicant to state a monetary amount, Applicants should indicate the USD equivalent using the rate of exchange determined as follows:
- a) for 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 are to be converted); and
- b) value of single contract - exchange rate prevailing on the date of the contract.
- Exchange rates shall be taken from the publicly available rate published by the Central Bank of the Employer's country, unless otherwise stated **in the ISDS**. 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 original of the documents comprising the Application as described in ITA 11 and clearly mark it "ORIGINAL". The original of the Application shall be typed or written in indelible ink and 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. If a JV has not been formalized and a letter of intent to form a JV is presented, then the Letter of Intent shall be signed by every member of the intended JV.
- 15.2 The Applicant shall submit copies of the signed original Application, in the number specified **in the ISDS**, and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

### D. Submission of Applications

- 16 Sealing and Marking of Applications**
- 16.1 The Applicant shall enclose the original and the copies of the Application in a sealed envelope that shall:
- Bear the name and address of the Applicant;
  - Be addressed to the Employer in accordance with ITA 17.1; and
  - bear the specific identification of this Initial Selection process.
- 16.2 The Employer will accept no responsibility for not processing any envelope that was not identified as required in ITA 16.1 above.
- 17 Deadline for Submission of Applications**
- 17.1 Applicants may either submit their Applications by mail or by hand. Applications shall be received by the Employer at the address and no later than the deadline indicated **in the ISDS**. When so specified **in the ISDS**, Applicants have the option of submitting their Applications electronically, in accordance with electronic Application submission procedures specified **in the ISDS**.
- 17.2 The Employer may, at its discretion, extend the deadline for the submission of Applications by amending the Initial Selection Documents 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.
- 19 Opening of Applications**
- 19.1 The Employer shall open all Applications at the date, time and place specified **in the ISDS**. 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 ISDS**.
- 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 Initial Selection shall not be disclosed to Applicants or any other persons not officially concerned with the Initial Selection process until the notification of Initial Selection 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 Initial Selection in accordance with ITA 28, any Applicant that wishes to contact the Employer on any matter related to the Initial Selection 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 Initial Selection Documents. 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 Margin of preference for domestic bidders shall not apply in the bidding process resulting from this initial selection.
- 24 Subcontractors** 24.1 Unless otherwise stated **in the ISDS**, 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 A "specialized subcontractor" is a subcontractor hired for specialized work as defined by the Employer in Section III 4.2 - Experience. If no specialized work is specified by the Employer as such, subcontractors experience shall not be considered for Applications evaluation.
- 24.3 The Employer may decide to permit subcontracting for certain specialized works as indicated in Section III 4.2 - Experience. When such subcontracting is permitted by the Employer, the specialized subcontractors experience shall be considered for the evaluation. Section III, Initial Selection Criteria, describes the qualification criteria for subcontractors.
- 24.4 The Applicant shall not propose to subcontract the whole of the contract.

#### **F. Evaluation of Applications and Initial Selection of Applicants**

- 25 Evaluation of Applications** 25.1 The Employer shall use the factors, methods, criteria, and requirements defined in Section III, Initial Selection Criteria to evaluate the qualifications of the Applicants, and no other factors, 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 Only the qualifications of the Applicant shall be considered. In particular, the qualifications of a parent or other affiliated company that is not party to the Applicant under a JV in accordance with ITA 4.2 shall not be considered.
- 26 Employer's Right to Reject All Applications** 26.1 The Employer reserves the right to annul the Initial Selection process and reject all Applications at any time, without thereby incurring any liability to the Applicants.
- 27 Initial Selection of Applicants** 27.1 The range of Applicants that the Employer may Initially Select (x = maximum number) is specified **in the ISDS**.
- 27.2 Initial Selection of Applicants involves several steps, as follows:
- a) **Step 1 - Table 1 Evaluation:** The first step of Initial Selection involves evaluation against the methods, criteria and

requirements described in Section III, Table 1: Qualification Criteria;

- b) **Step 2 - Rejection:** Applicants that do not meet any of the qualification criteria and requirements in Table 1: Qualification Criteria will not be evaluated further, and will be eliminated from the Initial Selection process;
- c) **Step 3 - Long List:** Applicants that meet any of the qualification criteria and requirements in Table 1: Qualification Criteria will be long listed, and evaluated further;
- d) **Step 4:** Depending on the number of Applicants that are long listed, one of the following options will apply:

**Option 1: All are Initially Selected:** Where the number of long listed Applicants is  $\leq x$ , all long listed Applicants are Initially Selected. In this scenario, there is no requirement to evaluate these long listed Applicants against Table 2: Rated Criteria. Therefore, Steps 5 to 7 shall not apply;

**Option 2: Applicants are evaluated using Table 2 Evaluation:** Where the number of long listed Applicants is  $> x$ , the Employer shall evaluate all long listed Applicants against Table 2: Rated Criteria. This evaluation method involves scoring each Application against rated criteria using the scoring methodology described;

- e) **Step 5 - Rank Applicants:** The total scores, from this step of the Initial Selection evaluation, for each long listed Applicant are compared, and the Applicants are ranked from the highest to the lowest total score;
- f) **Step 6 - Initial Selection up to x:** In accordance with the value selected by the Employer for  $x$ , the Employer Initially Selects the Applicants that are ranked from the highest score, to the Application ranked as  $x$ ;
- g) **Step 7 - Reject  $x+1$  Applicants:** Where the number of long listed Applicants is  $> x$ , the Employer rejects all Applicants that are ranked greater than  $x$ , i.e. ranked as  $x+1$ ,  $x+2$ ,  $x+3$ , etc.

## 28 Notification of Initial Selection

- 28.1 The Employer shall notify all Initially Selected Applicants in writing that they have been Initially Selected. In providing this notification the Employer shall include the names of all Applicants that have been Initially Selected.
- 28.2 The Employer shall separately notify all other Applicants that they have not been Initially Selected, and that they have been eliminated from the process. Any Applicant that has been eliminated from the process at this stage may request, in writing, the grounds on which they were eliminated.

## 29 Invitation for Bids

- 29.1 Promptly after the notification of the results of the Initial Selection, the Employer shall invite Bids from all the Applicants that have been initially selected.
- 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 Documents, and the successful Bidder shall be required to provide a Performance Security as specified in the Bidding Documents.

**30 Changes in Qualifications of Applicants**

30.1 Any change in the structure or formation of an Applicant after being initially selected 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) 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) as a consequence of the change, the Applicant no longer meets any of the qualification criteria set forth in Section III, Initial Selection Criteria, Table 1 - Qualification Criteria; or (ii) in the opinion of the Employer, the change may result in a substantial reduction in competition; or (iii) an initially selected applicant proposes to associate with a disqualified applicant or in case of a disqualified joint venture, any of its members; or (iv) no longer continues to be in the list of Initially Selected Applicants as a result of the Employer's re-evaluation of the Application in accordance with ITA 27. Any such change should be submitted to the Employer not later than fourteen (14) days after the date of the Invitation for Bids.

## Section II – Initial Selection Data Sheet (ISDS)

<b>A. Introduction</b>	
<b>ITA 1.1</b>	<p>The identification of the Invitation for Initial Selection is: ASAT-C1</p> <p>The Employer is: The Antalya Metropolitan Municipality, General Directorate of Antalya Water and Wastewater Administration - ASAT</p> <p>The identification number of the IPC is: ASAT-C1</p> <p>The Invitation for Initial Selection aims to select Applicants for:</p> <ul style="list-style-type: none"> <li>• a DBO Contract <input checked="" type="checkbox"/></li> <li>• a DB Contract <input type="checkbox"/></li> </ul>
<b>ITA 1.2.</b>	<p>New clause:</p> <p>The Employer is General Directorate of ASAT. ALDAŞ is a consultant firm of ASAT. All bidding procedures, project management and construction supervision works will be executed by ALDAŞ on behalf of ASAT.</p>
<b>ITA 2.1</b>	<p>The name of the Project is: "Waste Sludge Incineration and Energy Recovery Facility Project"</p>
<b>ITA 4.1</b>	<p>Maximum number of members in the JV shall be: 3 (Three)</p>
<b>B. Contents of the Initial Selection Documents</b>	
<b>ITA 7.1</b>	<p>For <b>clarification purposes</b> only, the Employer's address is:</p> <p>Attention: Project Manager Aras GEZER GÖRGEÇ            Address: ALDAŞ Infrastructure Management and Consultancy Services Industry and Trade Inc. Gülveren Mah. 3760 Sokak No:15/1 07220 Kepez /Antalya /Türkiye            Telephone: 90 (242) 259 32 16 (pbx)</p> <p>Electronic mail address: yonetim@aldas.com.tr</p>
<b>ITA 7.1 &amp; 8.2</b>	<p>Web pages: <a href="https://afd.dgmarket.com/">https://afd.dgmarket.com/</a>, <a href="http://www.asat.gov.tr">www.asat.gov.tr</a>; <a href="http://www.aldas.com.tr">www.aldas.com.tr</a>; <a href="http://www.ekap.kik.gov.tr">www.ekap.kik.gov.tr</a>.</p>
<b>C. Preparation of Applications</b>	
<b>ITA 10.1</b>	<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>
<b>ITA 11.1(d)</b>	<p>The Applicant shall submit with its Application, the following additional documents:</p> <ul style="list-style-type: none"> <li>• Power of Attorney</li> <li>• Authorized Signatures List</li> <li>• Company Profile</li> <li>• Business Registration, Certificate Documents related to the institutions where the companies are registered.</li> <li>• General framework of the proposed system</li> </ul>

	<ul style="list-style-type: none"> <li>• Technical approach and know-how related to proposed system.</li> <li>• Brief description for sections/units, flue gas controlling, mass and energy balance of the proposed system according to the main requirements described in PART-2 Employer's Requirement Section.</li> </ul>
<b>ITA 14.2</b>	The source for determining exchange rates is the selling exchange rates officially published by the Central Bank of Turkey
<b>ITA 15.2</b>	In addition to original, the number of copies to be submitted with the Application is: 1 Paper copy and 1 (one) digital copy (CD or flashdisk).
<b>D. Submission of Applications</b>	
<b>ITA 17.1</b>	<p><b>The deadline for Application submission is:</b></p> <p>Date: 30/01/2024</p> <p>Time: 14:00 Local Time</p> <p>Applicants shall not have the option of submitting their applications electronically.</p> <p>For information <b>application submission</b>, the Employer's contact details is:</p> <p>Attention: Project Manager: Aras GEZER GÖRGEÇ</p> <p>Address: ALDAŞ Infrastructure Management and Consultancy Services Industry and Trade Inc. Gülveren Mah. 3760 Sokak No:15/1 07220 Kepez /Antalya /Türkiye</p> <p>Telephone: +90 (242) 259 32 16 (pbx)</p> <p>E-mail : yonetim@aldas.com.tr</p>
<b>ITA 19.1</b>	<p>The opening of the Applications shall be at:</p> <p>Date: 30/01/2024</p> <p>Time: 14:15 Local Time</p> <p>Address: ALDAŞ Infrastructure Management and Consultancy Services Industry and Trade Inc. Gülveren Mah. 3760 Sokak No:15/1 07220 Kepez /Antalya /Türkiye</p>
<b>ITA 19.2</b>	Not applicable.
<b>E. Procedures for Evaluation of Applications</b>	
<b>ITA 24.1</b>	At this time the Employer does not intend to execute certain specific parts of the contract by subcontractors selected in advance by the Employer (nominated subcontractors).
<b>F. Evaluation of Applications and Initial Selection of Applicants</b>	
<b>ITA 27.1</b>	<p><b>Initial Selection – maximum number (x)</b></p> <p>The Employer intends to initially select the following maximum number of Applications: seven (7).</p>

## Section III – Initial Selection Criteria

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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**Table 1 - Qualification Criteria**

<b>1 Eligibility</b>						
<b>Criterion</b>	<b>Requirement</b>	<b>Single Entity</b>	<b>Joint Venture (existing or intended)</b>			<b>Submission Requirements</b>
			<b>All Parties Combined</b>	<b>Each Member</b>	<b>One Member</b>	
<b>1.1 Nationality</b>	Nationality in accordance with ITA 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI-1.1 and ELI-1.2, with attachments
<b>1.2 Conflict of Interest</b>	No conflicts of interest in accordance with ITA 4.4	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Application Submission Form
<b>1.3 AFD Eligibility</b>	Not being ineligible to AFD financing, as described in ITA 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Statement of Integrity and Environmental and Social Responsibility
<b>1.4 State-Owned Entity</b>	Meet conditions of ITA 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI-1.1 and ELI-1.2, with attachments

<b>2 Historical Contract Non-Performance</b>							
<b>Criterion</b>	<b>Requirement</b>	<b>Single Entity</b>	<b>Joint Venture (existing or intended)</b>			<b>Submission Requirements</b>	
			<b>All Parties Combined</b>	<b>Each Member</b>	<b>One Member</b>		
<b>2.1 History of Non-Performing Contracts</b>	Termination of a contract <sup>1</sup> did not occur as a result of contractor's default in the past five (5) years.	Must meet requirements	Must meet requirements	Must meet requirements <sup>2</sup>	N/A	Form CON-2	
<b>2.2 Suspension Based on Execution of Bid Securing Declaration by the Employer</b>	Not under suspension based on execution of a Bid Securing Declaration pursuant to ITA 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Application Submission Form	
<b>2.3 Pending Litigating</b>	All pending litigation shall in total not represent more than one hundred percent (100%) of the Applicant's net worth and shall be treated as resolved against the Applicant.	Must meet requirement	N/A	Must meet requirement	N/A	Form CON-2	

<sup>1</sup> The employer should insert here the required share for each JV Member as defined in Criterion 3.1(i) of Section III, if applicable.   
 ing through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the Applicant. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism.

<sup>2</sup> This requirement also applies to contracts executed by the Applicant as JV member.

<b>3 Financial situation and Performance</b>						
<b>Criterion</b>	<b>Requirement</b>	<b>Single Entity</b>	<b>Joint Venture (existing or intended)</b>			<b>Submission Requirements</b>
			<b>All Parties Combined</b>	<b>Each Member</b>	<b>One Member</b>	
<b>3.1 Financial Capabilities</b>	(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 cash flow requirements estimated as US\$ 10,000,000 for the subject contract(s) net of the Applicants other commitments;	Must meet requirement	Must meet requirement	N/A	N/A	Forms FIN-3.1, with attachments and FIN-3.3
	(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 contracts currently in progress and for future contract commitments;	Must meet requirement	Must meet requirement	N/A	N/A	Forms FIN-3.1 and FIN-3.4
	(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 three (3) years shall be submitted and demonstrate the current soundness of the Applicant’s financial position. The Applicant’s financial position will be deemed sound if at least two (2) of the following four (4) criteria are met:	Must meet requirement	N/A	N/A	Leader must meet requirement	Form FIN-3.1, with attachments

<b>3 Financial situation and Performance</b>						
Criterion	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
			All Parties Combined	Each Member	One Member	
	<p>a) <b>Average earnings before interest, taxes, depreciation, and amortization (EBITDA) for the last three (3) years &gt; 0;</b></p> <p>b) <b>Total equity (net worth) for the last three (3) years &gt; 0;</b></p> <p>c) <b>Average liquidity ratio for the last three (3) years &gt; 1</b>                      ((Current assets) / (Current liabilities) &gt; 1);</p> <p>d) <b>Average indebtedness ratio for the last three (3) years &lt; 6</b>                      ((Total financial liabilities) / (EBITDA) &lt; 6).</p>					
<b>3.2 Minimum Average Annual Turnover</b>	Minimum average annual turnover of US\$ 30,000,000 for the last 5 years.	Must meet requirement	Must meet requirement	Must meet [twenty five] per cent min.25% of the requirement	Must meet [forty] per cent min. 40% of the requirement	Form FIN-3.2

4 Experience						
Criterion	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
			All Parties Combined	Each Member	One Member	
<b>4.1 General Experience</b>	Experience in the role of prime contractor, JV member, subcontractor, or management contractor for at least the last 5 years, starting 1st January 2018.	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP-4.1
<b>4.2 Specific Experience</b>	<p>A minimum number of similar<sup>3</sup> contracts specified below that have been satisfactorily and substantially<sup>4</sup> completed as a prime contractor, joint venture member<sup>5</sup>, management contractor or subcontractor between 1<sup>st</sup> January 2012 and application submission deadline:</p> <p><u>Contracts for Works: Design and Build</u>  <i>Experience for design and construction of sludge incineration plant in</i></p> <p>1 (one) contract with minimum value US\$ 20,000,000</p> <p>The contract required above shall meet the following minimum key requirements:</p>	Must meet requirement	Must meet requirement <sup>6</sup>	N/A	Leader must meet requirement	Form EXP-4.2

<sup>3</sup> The similarity shall be based on the physical size, complexity and technicity of the works. Adding up small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.

<sup>4</sup> Substantial completion shall be based on 80% or more works completed under the contract.

<sup>5</sup> For contracts under which the Applicant participated as a joint venture member or subcontractor, only the Applicant's share, by value, shall be considered to meet this requirement.

<sup>6</sup> In the case of a 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. For instance, if the criterion mentions "two (2) contracts with a minimum value of 50M\$ each", a JV composed of 3 members and having carried out four (4) contracts of 30M\$ each shall not be qualified. On the other hand, if 2 of the 3 members of the JV each carried out one (1) contract of 50M\$, the criterion is met, even if the third member does not have any contract of this value.

4 Experience						
Criterion	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
			All Parties Combined	Each Member	One Member	
	<p>Incineration technology: fluidized bed Capacity ≥200 tons/day of sludge. The Plant should include energy recovery and flue gas treatment systems.</p> <p><u>Contracts for Operation:</u> Experience for operation of sludge incineration facility in minimum 1 contract with minimum value US\$ 1,500,000 and with a minimum duration of 1 year The contract required above shall meet the following minimum key requirements: Fluidized bed sludge Incineration plant, The plant should include energy recovery and flue gas treatment systems. The operation period should include training and commissioning.</p>					

5 Environmental, Social, Health and Safety (ESHS)						
Criterion	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
			All Parties Combined	Each Member	One Member	
5.1 ESHS Certification(s)	Availability of a valid ISO certification or internationally recognized equivalent (equivalency to be demonstrated by Applicant), and applicable to the worksite: <ul style="list-style-type: none"> <li>✓ Quality management certificate ISO 9001</li> <li>✓ Environmental Management Certificate ISO 14001</li> <li>✓ Health and Management Certificate ISO 45001</li> </ul>	Must meet requirement	N/A	N/A	Leader must meet requirement	Form CER
5.2 ESHS Documentation	Availability of in-house policies and procedures acceptable to the Employer for ESHS management: <ol style="list-style-type: none"> <li>1. Existence of an Ethics Charter.</li> <li>2. Existence of a system for monitoring compliance with ESHS commitments for the Candidate's Subcontractors and all its partners.</li> <li>3. Existence of official company procedures for the management of the following relevant points: <i>(indicated with symbol ✓)</i>:                             <ul style="list-style-type: none"> <li><input type="checkbox"/> ESHS resources and facilities and ESHS monitoring organization;</li> </ul> </li> </ol>	Must meet requirement	N/A	N/A	Leader must meet requirement	1. The ESHS Ethics Charter of the company or equivalent must be provided. 2. 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. 3. Official internal procedure documents

5 Environmental, Social, Health and Safety (ESHS)						
Criterion	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
			All Parties Combined	Each Member	One Member	
	<ul style="list-style-type: none"> <li><input type="checkbox"/> ✓ Project Areas management (base camps, quarries, borrow pits, storage areas);</li> <li>✓ Health &amp; Safety on worksites;</li> <li><input type="checkbox"/> Local recruitment and ESHS trainings of local staff (capacity building), ESHS trainings of subcontractors and local partners (transfer of knowledge);</li> <li><input type="checkbox"/> Relations with stakeholders, information and consultation of local communities and authorities;</li> <li><input type="checkbox"/> Traffic management;</li> <li><input type="checkbox"/> Hazardous products;</li> <li><input type="checkbox"/> ✓ Wastewater (effluents);</li> <li><input type="checkbox"/> ✓ Protection of water resources;</li> <li><input type="checkbox"/> ✓ Atmospheric emissions, noise and vibrations;</li> <li><input type="checkbox"/> Waste management;</li> <li><input type="checkbox"/> Biodiversity: protection of fauna and flora;</li> <li><input type="checkbox"/> Site rehabilitation and revegetation;</li> <li><input type="checkbox"/> Erosion and sedimentation;</li> </ul>					on the topics indicated must be provided.

5 Environmental, Social, Health and Safety (ESHS)						
Criterion	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
			All Parties Combined	Each Member	One Member	
	<input type="checkbox"/> Control of infectious and communicable diseases (HIV/AIDS, malaria, etc.).					
<b>5.3 ESHS Experience</b>	Experience of 2 construction contracts over the last 10 years, where major ESHS measures were carried out or are on progress satisfactorily and in compliance with international standards.	Must meet requirement	N/A	N/A	Leader must meet requirement	Form EXP-ESHS with supporting documents ( <b>the Applicant shall submit a piece of evidence supporting the ESHS implementation measures</b> )
<b>5.4 ESHS Dedicated Personnel</b>	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)

**Table 2 – Rated Criteria**

Criteria	Scoring		Documentation														
Requirements	Maximum Score	Remark	Submission Requirements														
<b>1 Contracts for Design and Build</b>																	
<p><b>Number of Similar Contracts</b></p> <p>Number of satisfactorily and substantially<sup>1</sup> completed Design and Build contracts that exceed the number specified in Table 1, criterion 4.2 (where this number is N =1) that are:</p> <p>a) similar to the Requirements (Table 1, criterion 4.2); and</p> <p>b) completed between 1st January 2012 and application submission deadline.</p> <p><b>Scoring methodology:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Number of contracts</th> <th style="text-align: center;">≥N+5 contracts</th> <th style="text-align: center;">≥N+4 contracts</th> <th style="text-align: center;">N+3 contracts</th> <th style="text-align: center;">N+2 contracts</th> <th style="text-align: center;">N+1 contracts</th> <th style="text-align: center;">N contracts</th> </tr> </thead> <tbody> <tr> <td style="text-align: right;"><b>Score</b></td> <td style="text-align: center;"><b>40</b></td> <td style="text-align: center;"><b>35</b></td> <td style="text-align: center;"><b>30</b></td> <td style="text-align: center;"><b>25</b></td> <td style="text-align: center;"><b>20</b></td> <td style="text-align: center;"><b>15</b></td> </tr> </tbody> </table> <p><u>NB:</u> The Applicant shall limit the number of submitted similar contracts references to ten (10) in its Application.</p>	Number of contracts	≥N+5 contracts	≥N+4 contracts	N+3 contracts	N+2 contracts	N+1 contracts	N contracts	<b>Score</b>	<b>40</b>	<b>35</b>	<b>30</b>	<b>25</b>	<b>20</b>	<b>15</b>	40	In case of JV, all members combined will be evaluated.	Form EXP-4.2
Number of contracts	≥N+5 contracts	≥N+4 contracts	N+3 contracts	N+2 contracts	N+1 contracts	N contracts											
<b>Score</b>	<b>40</b>	<b>35</b>	<b>30</b>	<b>25</b>	<b>20</b>	<b>15</b>											
<b>TOTAL 1</b>	<b>40</b>																

<sup>1</sup> Substantial completion shall be based on 80% or more works completed under the contract.

Criteria	Scoring		Documentation														
Requirements	Maximum Score	Remark	Submission Requirements														
<b>2 Contracts for Operation</b>																	
<p><b>Number of Similar Contracts</b></p> <p>Number of:</p> <p>1. satisfactorily executed or still active Operating contracts that exceed the number specified in Table 1, criterion 4.2 (where this number is N=1) that are:</p> <p style="margin-left: 40px;">a) similar to the Requirements (Table 1, criterion 4.2); and</p> <p style="margin-left: 40px;">b) completed between 1st January 2012 and application submission deadline.</p> <p><b>Scoring methodology:</b></p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="text-align: left;">Number of contracts</th> <th>≥ N+5 contracts</th> <th>N+4 contracts</th> <th>N+3 contracts</th> <th>N+2 contracts</th> <th>N+1 contracts</th> <th>N contracts</th> </tr> </thead> <tbody> <tr> <th style="text-align: left;">Score</th> <td>20</td> <td>15</td> <td>12</td> <td>10</td> <td>8</td> <td>5</td> </tr> </tbody> </table> <p><u>NB:</u> The Applicant shall limit the number of submitted similar contracts references to ten (10) in its Application.</p>	Number of contracts	≥ N+5 contracts	N+4 contracts	N+3 contracts	N+2 contracts	N+1 contracts	N contracts	Score	20	15	12	10	8	5	20	In case of JV, all members combined will be evaluated.	Form EXP-4.2
Number of contracts	≥ N+5 contracts	N+4 contracts	N+3 contracts	N+2 contracts	N+1 contracts	N contracts											
Score	20	15	12	10	8	5											
<b>TOTAL 2</b>	<b>20</b>																

Criteria	Scoring		Documentation
Requirements	Maximum Score	Remark	Submission Requirements
<b>3 Contract Management Capability</b>			
<i>Contract management capability demonstrated in the following key areas:</i>		In case of JV, the capability of the lead member will be evaluated	Form CMC
a) Description of project management systems and how they will be applied (including status of accreditation with recognized international standards applicable to the industry)	15		
b) Understanding of Employer's Requirements (approach to the contract, preliminary timeline/delivery schedule, risk identification), and	10		
c) Description of technologies relevant for the project and mastered by the Applicant. Use of value Engineering, innovation and continuous improvement.	15		
<b>TOTAL 3</b>	<b>40</b>		
<b>TOTAL 1 + 2 + 3</b>	<b>100</b>		

## Section IV – Application Forms

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# 1. Administrative Forms

## Application Submission Form

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

IPC No. and Title: \_\_\_\_\_ *[insert IPC number and title]*

To: \_\_\_\_\_ *[insert full name of Employer]*

We, the undersigned, apply to be initially selected for the referenced IPC and declare that:

- a) We have examined and have no reservations to the Initial Selection Documents, including Addendum(s) No(s). *[insert the number and issuing date of each addendum]*, issued in accordance with Instructions to Applicants (ITA 8);
- b) We have no conflict of interest in accordance with ITA 4.4;
- c) We have not been suspended nor declared ineligible by the Employer based on execution of a Bid Securing Declaration in the Employer's country in accordance with ITA 4.5;
- d) We understand that you reserve the right to annul the initial selection process and reject all Applications at any time, without thereby incurring any liability to the Applicants.

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. In case of a letter of intent to form a joint venture, it shall be attached and all members shall sign it.]*

## Statement of Integrity, Eligibility and Environmental and Social Responsibility

Reference of the bid or proposal \_\_\_\_\_ (the "**Contract**")

To: \_\_\_\_\_ (the "**Contracting Authority**")

1. We recognise and accept that *Agence Française de Développement* ("**AFD**") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the Contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations:
  - 2.1 Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;
  - 2.2 Having been:
    - a) convicted, within the past five years by a court decision, which has the force of *res judicata* in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this Contract);
    - b) subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of this Contract);
    - c) convicted, within the past five years by a court decision, which has the force of *res judicata*, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;
  - 2.3 Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
  - 2.4 Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
  - 2.5 Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;
  - 2.6 Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debarr> (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract);

- 2.7 Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.
3. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:
  - 3.1 Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
  - 3.2 Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
  - 3.3 Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;
  - 3.4 Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;
  - 3.5 In the case of procurement of goods, works or plants:
    - a) Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract;
    - b) Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract.
4. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.
6. In the context of the procurement process and performance of the corresponding Contract:
  - 6.1 We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;
  - 6.2 We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;
  - 6.3 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;
  - 6.4 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or

works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;

- 6.5 We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;
- 6.6 Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;
- 6.7 We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.
7. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or subconsultants authorise AFD to inspect accounts, records and other documents relating to the procurement process and performance of the Contract and to have them audited by auditors appointed by AFD.

Name: \_\_\_\_\_ In the capacity of: \_\_\_\_\_

Duly empowered to sign in the name and on behalf of<sup>1</sup>: \_\_\_\_\_

Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

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<sup>1</sup> In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant.

## Form ELI-1.1: Applicant Information Form

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

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

Page *[insert 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>
In case of a JV, Applicant's actual or intended country of Constitution: _____ <i>[indicate country of Constitution]</i>
Applicant's actual or intended year of Constitution: _____ <i>[indicate year of Constitution]</i>
Applicant's legal address (in country of Constitution): _____ <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> Email address: _____ <i>[indicate email address]</i>
1. Attached are copies of original documents of: <ul style="list-style-type: none"> <li><input type="checkbox"/> Articles of Constitution (or equivalent documents of association) of the legal entity named above;</li> <li><input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITA 4.1;</li> <li><input type="checkbox"/> In case of State-owned enterprise or institution, in accordance with ITA 4.3, documents establishing:             <ul style="list-style-type: none"> <li>• Legal and financial autonomy</li> <li>• Operation under commercial law</li> <li>• That the Applicant is not a dependent agency of the Employer</li> </ul> </li> </ul>
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 table shall be filled by each member of a Joint Venture and, if applicable, by any specialized subcontractor, and in that case substitute "Applicant's JV member" for "Specialized Subcontractor".]*

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

IPC No. and title: *[Insert IPC 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 Applicant's JV Member]</i>
Applicant's JV member's country of Constitution: _____ <i>[indicate country of Constitution]</i>
Applicant's JV member's year of Constitution: _____ <i>[indicate year of Constitution]</i>
Applicant's JV member's legal address (in country of Constitution): _____ <i>[insert street / number / town or city / country]</i>
Applicant's 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> Email address: _____ <i>[indicate email address]</i>
1. Attached are copies of original documents of: <ul style="list-style-type: none"> <li><input type="checkbox"/> Articles of Constitution (or equivalent documents of association) of the legal entity named above;</li> <li><input type="checkbox"/> In case of a state-owned enterprise or institution, in accordance with ITA 4.3, documents establishing:             <ul style="list-style-type: none"> <li>• Legal and financial autonomy</li> <li>• Operation in accordance with commercial law</li> <li>• That the Applicant is not a dependent agency of the Employer</li> </ul> </li> </ul>
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

## 2. Qualification Forms

### Form CON-2: Historical Contract Non-Performance, Pending Litigation and Litigation History

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

Applicant's Name: *[insert full name]*  
 Date: *[insert day, month, year]*  
 JV Member's Name: *[insert full name]*  
 IPC No. and title: *[insert IPC number and title]*  
 Page *[insert page number]* of *[insert total number]* pages

Non-Performed Contracts in accordance with Section III - Initial Selection Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 <sup>st</sup> January 2012 specified in Section III - Initial Selection Criteria, criterion 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1st January 2012 specified in Section III - Initial Selection Criteria, criterion 2.1, as indicated below:			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ 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 / number / city of town / country]</i> Reason(s) for non-performance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

<b>Pending Litigation, in accordance with Section III - Initial Selection Criteria</b>			
<input type="checkbox"/> No pending litigation in accordance with Section III - Initial Selection Criteria, criterion 2.3 <input type="checkbox"/> Pending litigation in accordance with Section III - Initial Selection Criteria, criterion 2.3, as indicated below:			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), USD 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 / number / city of town / 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>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary, specify "pending" or "settled"]</i>	<i>[insert amount]</i>
<i>[insert year]</i>	<i>[insert amount]</i>	...	<i>[insert amount]</i>
...	...	...	...

### Form FIN-3.1: Financial Situation and Performance

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

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

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

JV Member's Name: *[insert full name]*

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

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

#### 1. Financial data

Type of Financial information in <i>[indicate currency]</i>	Historic information for previous <i>[insert number, in figure and in words]</i> years (amount in <i>[indicate currency, exchange rate, US\$ equivalent]</i> )		
	2023	2022	2021
<b>Statement of financial position (information from balance sheet)</b>			
Total assets (TA)			
Total financial liabilities <sup>1</sup>			
Total equity/Net worth (NW)			
Current assets			
Current liabilities			
Working capital (WC)			
<b>Information from income statement</b>			
Total revenue			
Earnings before interest, taxes, depreciation, and amortization (EBITDA) <sup>2</sup>			
Earnings before taxes (EBT)			
<b>Cash flow information</b>			
Cash flow from operating activities			

<sup>1</sup> 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).

<sup>2</sup> Means, for any given year, the aggregate of:

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

**2. Financial documents**

The Applicant and in case of a JV, each member shall provide copies of financial statements for 3 years pursuant Section III, Initial Selection Criteria, criterion 3.1. The financial statements shall:

- a) Reflect the financial situation of the Applicant or in case of a JV, each member, and not an affiliated entity (such as parent company or subsidiary);
  - 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 statements<sup>3</sup> for the 3 years required above and complying with the requirements

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<sup>3</sup> 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: Annual Turnover

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

Applicant's Name: *[insert full name]*  
 Date: *[insert day, month, year]*  
 JV Member's Name: *[insert full name]*  
 IPC No. and title: *[insert IPC number and title]*  
 Page *[insert page number]* of *[insert total number]* pages

Year	Annual turnover data		
	Amount and currency <sup>1</sup>	Exchange rate <sup>2</sup>	US\$ equivalent
<i>[Indicate calendar year]</i>	<i>[insert amount and indicate currency]</i>	<i>[insert exchange rates used to calculate the US\$ equivalent]</i>	<i>[insert US\$ equivalent]</i>
2023			
2022			
2021			
2020			
2019			
		Average Annual Turnover <sup>3</sup>	

<sup>1</sup> The indicated turnover amounts must be identical as those appearing on the financial statements.

<sup>2</sup> Refer ITA 14 for date and source of exchange rate.

<sup>3</sup> Total US\$ equivalent for all years divided by the total number of years. See Section III, Table 1, Qualification Criteria, 3.2.

**Form FIN-3.3:  
Financial Resources**

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

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract as specified in Section III, Initial Selection Criteria.

<b>Financial Resources</b>		
<b>No.</b>	<b>Source of financing</b>	<b>Amount (US\$ equivalent)</b>
1		
2		
3		
...		

**Form FIN-3.4:  
Current Contract Commitments / Works in Progress**

Applicants and each member of a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full Completion Certificate has yet to be issued.

<b>Current Contract Commitments</b>					
<b>No.</b>	<b>Name of Contract</b>	<b>Employer's Contact Address, Telephone and Fax</b>	<b>Value of Outstanding Work (Current US\$ Equivalent)</b>	<b>Estimated Completion Date</b>	<b>Average Monthly Invoicing Over Last Six Months (US\$/month)</b>
1					
2					
3					
4					
5					
...					

### Form EXP-4.1: General Experience

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

Applicant's Name: *[insert full name]*  
 Date: *[insert day, month, year]*  
 JV Member's Name: *[insert full name]*  
 IPC No. and title: *[insert IPC number and title]*  
 Page *[insert page number]* of *[insert total number]* pages

*[Pursuant to Section III, Initial Selection Criteria, criterion 4.1, list contracts over the past [number] years, 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 contracts performed by the Applicant: <i>[describe contracts performed briefly]</i> Amount of contract: <i>[insert amount in currency, mention currency used, exchange rate and US\$ 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 "Subcontractor" or "Management Contractor"]</i> _____
...	...	...	...

### Form EXP-4.2: Specific Experience

*[The following table shall be filled in for contracts performed by the Applicant and each member of a Joint Venture and specialized subcontractor if any]*

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

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

JV Member's Name: *[insert full name]*

Subcontractor's Name<sup>1</sup> (as per ITA 24.3): *[insert full name]*

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

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

<b>Similar Contract No: <i>[insert number]</i> of <i>[insert number of similar contracts required]</i></b>	<b>Information</b>		
Contract Identification:	_____		
	<i>[Insert contract name and number, if applicable]</i>		
Award Date:	_____		
	<i>[Insert day, month, year, i.e. 15 June, 2015]</i>		
Completion Date:	_____		
	<i>[Insert day, month, year, i.e. 03 October, 2017]</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>		US\$ <i>[Insert Exchange rate and total contract amount in US\$ equivalent]</i>
If member is a JV or subcontractor, specify participation in total Contract amount:	<i>[Insert a percentage amount]</i>	<i>[Insert total contract amount in local currency]</i>	<i>[Insert exchange rate and total contract amount in US\$ equivalent]</i>
Employer's Name:	_____		
	<i>[Insert full name]</i>		
Address:	_____		
	<i>[Indicate street / number / town or city / country]</i>		
Telephone/Fax numbers:	_____		
	<i>[Insert telephone/fax numbers, including country and city area codes]</i>		
Email:	_____		
	<i>[Insert email address, if available]</i>		

<sup>1</sup> If permitted by the Employer under "specialized activities" in Table 4.2 of Section III, Initial Selection Criteria.

**Form EXP–4.2 (cont.):  
Specific Experience (cont.)**

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

<b>Similar Contract No: <i>[insert number]</i> of <i>[insert number of similar contracts required]</i></b>	<b>Information</b>
<b>Description of the similarity in accordance with criterion 4.2 of Section III - Initial Selection Criteria</b>	
1. Amount	_____ <i>[insert amount in local currency, exchange rate, US\$ in letters and numbers]</i>
2. Physical size	_____ <i>[Insert physical size of contract]</i>
3. Compliance with key minimum requirements	_____ <i>[Describe how the contract meets the key minimum requirements listed in Table 1, criterion 4.2]</i>
4. Other Characteristics	_____ <i>[Insert other characteristics, as described in Section VII, Scope of Employer's Requirements]</i>

**Form CMC:  
Contract Management Capability**

*[The Applicant shall demonstrate Contract Management Capabilities in accordance with Table 2]*

- 1) Description of project management system/s and how they will be applied (including status of accreditation with recognized international standards applicable to the industry)
- 2) Understanding of Employer's Requirements (approach to the contract, preliminary timeline, risk identification), and
- 3) Use of value Engineering, innovation and continuous improvement.

Description of technologies relevant for the Project and mastered by the Applicant will be submitted as mentioned in Section-II, Initial Selection Data Sheet, Clause ITA 11.1 (d);

General framework of the proposed system

Technical approach and know-how related to proposed system.

Brief description for sections/units, flue gas controlling, calculation of mass and energy balance (considering both conditions; with predrying and without predrying) of the proposed system according to the main requirements described in PART-2 Employer's Requirement Section.

Note: The Employer will only consider the first five (5) pages of each item above for the evaluation.

**Form CER:  
Quality Management / Environmental, Social, Health and Safety (ESHS)  
Certification**

Applicant's Name: *[insert full name]*  
Date: *[insert day, month, year]*  
JV Member's Name: *[insert full name]*  
IPC No. and title: *[insert IPC number and title]*  
Page *[insert page number]* of *[insert total number]* pages

Certification *[Quality / Environmental / Health and Security]*  
*[Delete as appropriate]*

DESCRIPTION	INFORMATIONS
Identification of the certificate:	_____ <i>[Insert full name of the certificate]</i>
Date of Issue:	_____ <i>[Insert day, month, year]</i>
Areas covered by the certificate	_____ _____ <i>[Insert activities and locations]</i>
Expiry Date:	_____ <i>[Insert day, month, year]</i>
Issuer'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:	_____ <i>[Insert email address, if available]</i>
Compliance with international standards:	The certificate is <i>[ISO 9001, ISO 14001, ISO 45001]</i> <i>[select as appropriate]</i>  <input type="checkbox"/> Yes / <input type="checkbox"/> No
If no, proof of conformity with ISO standards by the Applicant:	The applicant shall provide a conformity assessment of its certificate by an internationally recognized Accredited Certification Body.

**The Applicant shall fill this Form for each Certification required under criterion 5.1 of Section III - Initial Selection Criteria**

**Form EXP–ESHS:  
Environmental, Social, Health and Safety (ESHS) Experience**

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

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

JV 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 specific number]</i> of <i>[total number of contracts]</i> required	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>	<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 telephone/fax numbers, including country and city area codes]</i>		

Similar Contract No. <i>[insert specific number]</i> of <i>[total number of contracts]</i> required	Information
Email:	<hr/> <i>[Insert email address, if available]</i>
Description of the ESHS challenges and measures implemented under the contract: <ul style="list-style-type: none"> <li>a) ESHS Challenge</li> <li>b) ESHS Risk Assessment Level</li> <li>c) ESHS implemented measures (as per criterion 5.3 of Section III - Initial Selection Criteria)</li> <li>d) ESHS Knowhow Transfer or ESHS Local Staff Capacity Building (as per criterion 5.4, if any, of Section III - Initial Selection Criteria)</li> </ul>	<ul style="list-style-type: none"> <li><i>[Insert description]</i></li> <li><i>[Insert classification of risk assessment as per development bank classification if applicable]</i></li> <li><i>[Provide a document supporting the implementation of ESHS measures, acceptable to the Employer<sup>1</sup>]</i></li> <li><i>[Provide evidence of successful<sup>2</sup>:</i> <ul style="list-style-type: none"> <li><i>– ESHS knowhow transfer to local partners or subcontractors;</i></li> <li><i>or</i></li> <li><i>– ESHS capacity building to local staff under the contract.]</i></li> </ul> </li> </ul>

<sup>1</sup> 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.

<sup>2</sup> 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.

## Section V – Eligibility Criteria

### Eligibility in AFD-Financed Procurement

1. Financing allocated by AFD to a Contracting Authority has been entirely untied since 1<sup>st</sup> January 2002. To the exception of any equipment or any sector which is subject to an embargo by the United Nations, the European Union or France, all goods, works, plants, consulting services and non-consulting services are eligible for AFD financing regardless of the country of origin of the supplier, contractor, subcontractor, consultant or subconsultant inputs or resources used in the implementation processes. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. Natural or legal Persons<sup>1</sup> (including all members of a joint venture or any of their suppliers, contractors, subcontractors, consultants or subconsultants) shall not be awarded an AFD-financed contract if, on the date of submission of an application, a bid or a proposal, or on the date of award of a contract, they:
  - 2.1 Are bankrupt or being wound up or ceasing their activities, are having their activities administered by the courts, have entered into receivership, or are in any analogous situation arising from a similar procedure;
  - 2.2 Have been:
    - a) convicted, within the past five years by a court decision, which has the force of *res judicata* in the country where the contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this conviction is not relevant in the context of the Contract;
    - b) subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where they are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this sanction is not relevant in the context of the Contract;
    - c) convicted, within the past five years by a court decision, which has the force of *res judicata*, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;
  - 2.3 Are listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
  - 2.4 Have been subject within the past five years to a contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against them;
  - 2.5 Have not fulfilled their fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where they are constituted or the Contracting Authority's country;
  - 2.6 Are subject to an exclusion decision of the World Bank and are listed on the website <http://www.worldbank.org/debarr>, unless they provide supporting information together with

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<sup>1</sup> Means any Person whether natural or legal, firm, company, corporation, government, state or state agency or any association, or group of two or more of the foregoing (whether or not having separate legal status).

their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this exclusion is not relevant in the context of the Contract;

- 2.7 Have created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of the Contract.
3. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to AFD's satisfaction, through all relevant documents, including its Charter and other information AFD may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

## **Section VI – AFD Policy - Corrupt and Fraudulent Practices – Environmental and Social Responsibility**

### **1. Corrupt and Fraudulent Practices**

The Contracting Authority and the suppliers, contractors, subcontractors, consultants or subconsultants must observe the highest standard of ethics during the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.

By signing the Statement of Integrity the suppliers, contractors, subcontractors, consultants or subconsultants declare that (i) “it did not engage in any practice likely to influence the contract award process to the Contracting Authority’s detriment, and that it did not and will not get involved in any anti-competitive practice”, and that (ii) “the procurement process and the performance of the contract did not and shall not give rise to any act of corruption or fraud”.

Moreover, AFD requires including in the Procurement Documents and AFD-financed contracts a provision requiring that suppliers, contractors, subcontractors, consultants or subconsultants will permit AFD to inspect their accounts and records relating to the procurement process and performance of the AFD-financed contract, and to have them audited by auditors appointed by AFD.

AFD reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

- a) Reject a proposal for a contract award if it is established that during the selection process the bidder or consultant that is recommended for the award has been convicted of corruption, directly or by means of an agent, or has engaged in fraud or anti-competitive practices in view of being awarded the contract;
- b) Declare misprocurement when it is established that, at any time, the Contracting Authority, the suppliers, contractors, subcontractors, consultants, subconsultants or their representatives have engaged in acts of corruption, fraud or anti-competitive practices during the procurement process or performance of the contract without the Contracting Authority having taken appropriate action in due time satisfactory to AFD to remedy the situation, including by failing to inform AFD at the time they knew of such practices.

AFD defines, for the purposes of this provision, the terms set forth below as follows:

- a) Corruption of a Public Officer means:
  - The act of promising, offering or giving to a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another Person<sup>1</sup> or entity, for such Public Officer to act or refrain from acting in his official capacity; or
  - The act by which a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity.
- b) A Public Officer shall be construed as meaning:
  - Any person who holds a legislative, executive, administrative or judicial mandate (within the country of the Contracting Authority) regardless of whether that natural Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the natural Person occupies;
  - Any other natural Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service;

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<sup>1</sup> Means any Person whether natural or legal, firm, company, corporation, government, state or state agency or any association, or group of two or more of the foregoing (whether or not having separate legal status).

- Any other natural Person defined as a Public Officer by the national laws of the country of the Contracting Authority.
- c) Corruption of a Private Person<sup>2</sup> means:
- The act of promising, offering or giving to any Private Person, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Private Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or;
  - The act by which any Private Person solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Private Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations.
- d) Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.
- e) Anti-competitive practices mean:
- Any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply;
  - Any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it;
  - Any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.

## **2. Environmental and Social Responsibility**

In order to promote sustainable development, AFD seeks to ensure that internationally recognised environmental and social standards are complied with. Suppliers, contractors, subcontractors, consultants or subconsultants for AFD-financed contracts shall consequently undertake in the Statement of Integrity to:

- a) Comply with and ensure that all their subcontractors or subconsultants comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties;
- b) Implement environmental and social risks mitigation measures when specified in the environmental and social management plan (ESMP) provided by the Contracting Authority.

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<sup>2</sup> Means any natural Person other than a Public Officer.

## **PART 2 – Employer's Requirements**

# Section VII – Scope of Employer's Requirements

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## 1. Background

### 1.1. Objectives

The Employer intends to construct a sludge incineration and energy recovery facility at Hurma (later referred to as “Hurma Waste to Energy Plant”) to address the final removal of sludge produced by the wastewater treatment plants (WWTPs) located within its service area (Antalya Province).

### 1.2. WWTPs in Antalya Province

The geographical distribution of the 39 nos of WWTPs in Antalya Province is presented in **Figure 1.**, while the main characteristics of the WWTPs are summarized in **Table 1.** The total capacity of the WWTPs is 864,589 m<sup>3</sup>/d, equal to 4,329,875 PE. Hurma WWTP is the largest WWTP (capacity of 210,000 m<sup>3</sup>/d and 1,400,000 PE).

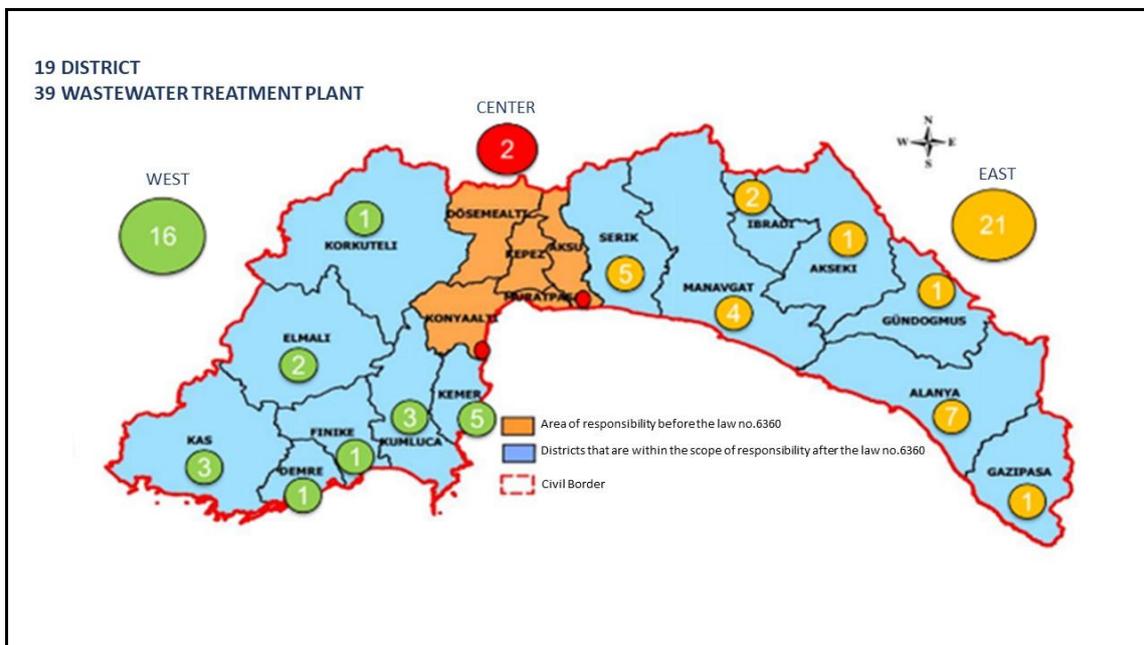


Figure 1. WWTPs in Antalya Province

Table 1. Capacity of WWTPs in Antalya Province

No	District	Name	Type	Population Equivalent (PE)	Capacity (m <sup>3</sup> /d)
1	CENTER	HURMA WWTP	CAS	1,400,000	210,000
2		LARA WWTP	CAS	450,000	62,500
3	ELMALI	ELMALI WWTP	CAS	25,000	2,328
4		GÖMBE-AKÇAY WWTP	MBR PACKAGE	2,500	400
5	KORKUTELİ	KORKUTELİ WWTP	CAS	80,000	14,960
6	KAŞ	KAŞ WWTP	CAS	36,000	5,400
7		KALKAN WWTP	CAS	25,000	4,000
8		KINIK WWTP	MBR PACKAGE	2,500	400
9	FİNİKE	FİNİKE WWTP	CAS	59,590	8,544
10	DEMRE	DEMRE WWTP	CAS	69,231	8,237
11	KUMLUCA	KUMLUCA WWTP	CAS	100,000	17,300
12		KARAÖZ WWTP	SBR- PACKAGE	1,500	300
13		GÜZÖREN-KARAGÖL WWTP	SBR- PACKAGE	2,000	400
14	KEMER	TEKİROVA WWTP	CAS	32,616	9,000
15		ÇAMYUVA WWTP	CAS	73,164	21,975
16		KEMER CENTER WWTP	CAS	71,300	21,415
17		GÖYNÜK WWTP	CAS	54,408	16,342
18		BELDİBİ WWTP	CAS	78,183	22,787
19	SERİK	BELEK-1 WWTP	CAS	65,500	13,100
20		BELEK-2 WWTP	CAS	90,400	22,600
21		SERİK WWTP	CAS	80,000	25,000
22		BOĞAZKENT WWTP- (TURAŞ)	CAS	55,000	11,000
23		ÇANDIR WWTP	SBR- PACKAGE	2,500	400
24	MANAVGAT	ÇOLAKLI WWTP	CAS	50,000	15,000
25		KUMKÖY WWTP	CAS	240,000	75,000
26		TİTREYENGÖL WWTP	CAS	35,000	10,725
27	MANAVGAT WWTP	CAS	240,000	75,000	
28	ALANYA	OKURCALAR WWTP	CAS	80,000	20,000
29		İNCEKUM WWTP	CAS	75,000	15,000
30		TÜRKLER WWTP- (TURAŞ)	CAS	59,194	15,000
31		KONAKLI WWTP	CAS	150,000	30,000
32		ALANYA WWTP	CAS	251,142	48,976
33		OBA WWTP	CAS	110,000	31,000
34		MAHMUTLAR WWTP	CAS	117,647	20,000
35		AKSEKİ	AKSEKİ WWTP	CAS	5,000
36	İBRADI	İBRADI WWTP	MBR PACKAGE	5,500	400
37		ORMANAWWTP	MBR PACKAGE	2,500	400
38	GÜNDOĞMUŞ	GÜNDOĞMUŞ WWTP	MBR PACKAGE	2,500	400
39	GAZİPAŞA	GAZİPAŞA WWTP	CAS	50,000	8,800

(CAS: Conventional Activated Sludge SBR: Sequencing Biological Reactor MBR: Membrane Bio-Reactor)

### 1.3. Current WWTPs Sludge Production, Treatment and Disposal

There are 39 nos of WWTPs in Antalya Province and these WWTPs' capacities have been specified in Table 1. Within the scope of the Project, waste sludge produced in 30 of these 39 wastewater treatment plants will be transferred to the new Waste to Energy Plant. The names and dewatered sludge amount of these 30 nos of WWTPs are given in Table 2. The remaining 9 nos of wastewater treatment plants are not included in Table 2 as they are in the rural areas of Antalya. Their small amount of waste sludge will be disposed with different processes.

In current situation, all 30 nos of treatment plants are being operated by the Employer. The sludge produced from these WWTPs are biological and these biological sludges are sent to licensed sludge disposal facilities (cement factories) after dewatering. Only Hurma WWTP's sludge characteristic is different than others. Because there is a digestion process in Hurma WWTP, primary sludge and biological sludge are mixed for digestion. Then digested sludge is sent to the dewatering units.

In addition, there is a sludge drying plant with the capacity of 150 tonnes/day in Hurma WWTP (according to operation and maintenance conditions efficient capacity is evaluated as 120 tonnes/day), and dewatered sludge of Lara and Hurma WWTPs are sent to existing drying plant. All dewatered sludge of Lara WWTP and some of the dewatered sludge of Hurma WWTP are dried from %18 to %90 dried matter content. As the Employer sells dried sludge and get income, this amount of sludge is not sent to the licensed disposal facility. Remaining dewatered sludge of Hurma WWTP is sent to licensed sludge disposal facilities for final disposal as other 28 nos of District WWTPs.

Table 2. presents the dewatered sludge amounts produced from 30 nos of WWTPs, which will be sent to the Waste to Energy Plant.

Table 2. WWTP Sludge Production in Antalya Province

No	District	Name	Sludge production (t/d) 1 <sup>st</sup> and 4 <sup>th</sup> quarter of the year (Winter Season)	Sludge production (t/d) 2 <sup>nd</sup> and 3 <sup>rd</sup> quarter of the year (Summer Season)
1	CENTER	Hurma WWTP	200	280
2		Lara WWTP	60	80
3	KEMER	Beldibi WWTP	5	10
4		Göynük WWTP	5	10
5		Kemer Center WWTP	5	15
6		Çamyuva WWTP	5	10
7		Tekirova WWTP	5	5
8	KUMLUCA	Kumluca WWTP	5	10
9	FİNİKE	Finike WWTP	1	1
10	DEMRE	Demre WWTP	2	3
11	KAŞ	Kaş WWTP	2	3
12		Kalkan WWTP	1	2
13	ELMALI	Elmalı WWTP	3	5
14	KORKUTELİ	Korkuteli WWTP	5	5
15	SERİK	Belek 1 WWTP	8	15
16		Serik WWTP	8	20
17		Belek II WWTP	8	20
18		Boğazkent WWTP	5	10
19	MANAVGAT	Çolaklı WWTP	5	5
20		Kumköy WWTP	30	40
21		Titreyengöl WWTP	0	0
22		Manavgat Center WWTP	30	40
23	ALANYA	Okurcalar WWTP	5	10
24		İncekum WWTP	5	10

25		Türkler WWTP	5	10
26		Konaklı WWTP	8	10
27		Alanya Center WWTP	15	25
28		Oba-Tosmur-Cikcilli WWTP	8	10
29		Mahmutlar WWTP	8	10
30	GAZİPAŞA	Gazipaşa WWTP	2	2
		<b>TOTAL (dewatered Sludge) (a)</b>	<b>454</b>	<b>676</b>
		<b>Dried Sludge of Lara WWTP (b)</b>	<b>60</b>	<b>80</b>
		<b>Dried Sludge of Hurma WWTP(c)</b>	<b>60</b>	<b>40</b>
		<b>Total Dried Sludge Amount in Existing Drying Facility [d=(b+c)]</b>	<b>120</b>	<b>120</b>
		<b>NET Dewatered Sludge to be sent to Waste to Energy Plant e=(a-d)</b>	<b>334</b>	<b>556</b>

As mentioned above, new Waste to Energy Plant will be constructed in Hurma WWTP. Hurma WWTP is implementing the Conventional Activated Sludge (CAS) process with primary settling. The current sludge treatment line at Hurma WWTP is as follows:

- Mixing of primary sludge with biological sludge
- Thickening of mix sludge
- Anaerobic digestion (4 digesters, unit volume of approx. 9,000 m<sup>3</sup>, mesophilic conditions at 35-37 °C) As a result of digestion, biogas is produced and transferred to storage tanks. The average calorific value of biogas is 6 kWh/Nm<sup>3</sup>. In current situation, 14,000 m<sup>3</sup>/day biogas is produced, and biogas is used for heating of digesters (207 m<sup>3</sup>/h) and heat necessities of thermal sludge drying plant (584m<sup>3</sup>/h). In current situation biogas production capacity is not adequate for heat energy necessity of sludge drying plant and digesters. In this respect, heat requirement of sludge drying plant is being compensated with mix of natural gas and biogas. There is a CHP with the capacity of 2 MWh but because of mechanical failures, it is not used.
- Storage of digested sludge (tanks with a volume of approx. 700 m<sup>3</sup>).
- Dewatering (digested sludge with 3-4% DM content is transferred to dewatering decanters with a total capacity of 200 m<sup>3</sup>/h; dewatered sludge: 17% to 20% DM)
- Drying (part of the dewatered sludge is transferred to the drying plant - capacity of 150 t/d however; according to operation and maintenance conditions the current capacity is evaluated as 120 t/d dried sludge: 90-92% DM)
- Approximately 25-30 t/d (average. 90 % DM) sludge is sold to cement factories as a fuel by the Employer.

Current situation of sludge disposal is summarized in Figure 2.

### EXISTING SITUATION FOR SLUDGE DISPOSAL

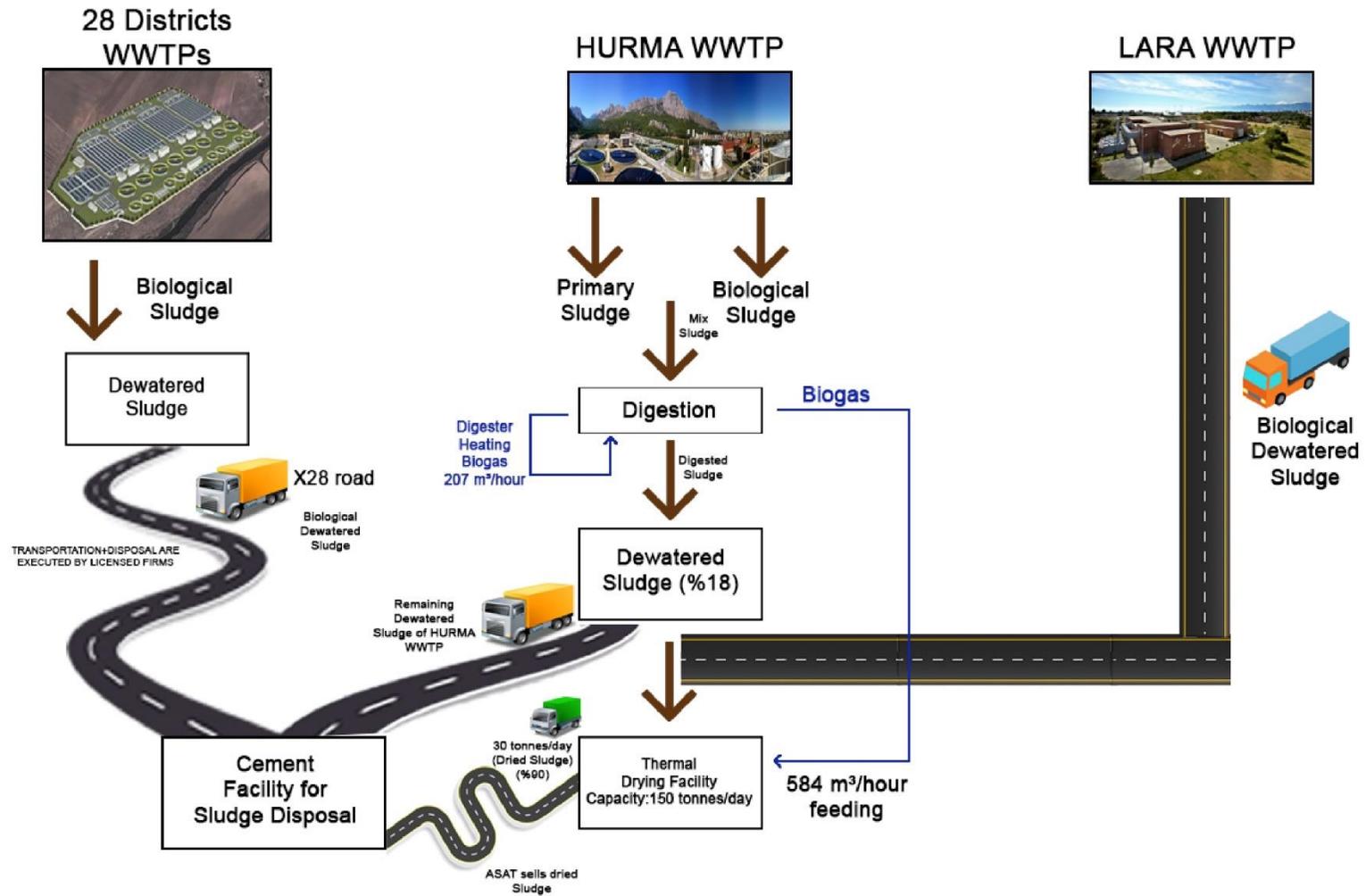


Figure 2. Current Situation of Sludge Disposal

The characteristics of the sludge in districts and Center WWTPs are presented in Table 3.

Table 3. Characteristics of Sludge in Districts and Center WWTPs

REGION	DISTRICTS	LARA WWTP	HURMA WWTP	HURMA WWTP
Parameter	Average (28 nos of WWTPs)	Biological Sludge	Biological Sludge	Digested Sludge
Humidity (%)	83.1	81.24	80.85	82.47
Dry Matter (%)	16.9	18.76	19.156	17.53
Ash (%)	25.5	20.15	18.81	31.24
Volatile Suspended Solid (%)	63.1	74.62	66.54	63.18
Total Sulphur (S %)	0.39	0.41	0.35	0.37
Lower Calorific Value (cal/g)	3,486	3,785	3,800	3,500
Upper Calorific Value (cal/g)	3,736	4,082	4,259	3,886
Dry based C (%)	38.3	42.76	43.2	39.15
Dry Base H (%)	4.8	5.71	5.02	4.59
Dry Base N (%)	8.9	9.76	9.24	8.47
Chloride (Cl -mg/kg)	927.3	380.90	463.81	527.82
Sulfate (SO <sub>4</sub> <sup>2-</sup> - mg/kg)	348.6	524.44	125.75	602.6
Fluoride (F- mg/kg)	< 2	< 2	< 2	< 2
Total Organic Carbon (TOC mg/kg)	349,169.3	454,144.0	413,391.0	358,030.0

The heavy metal concentration of the sludge in districts and Center WWTPs are also presented in Table 4.

Table 4. Heavy Metal Concentrations in Sludge

REGION	DISTRICTS	LARA WWTP	HURMA WWTP	HURMA WWTP
Parameter	Avarage (28 nos of WWTPs)	Biological Sludge	Biological Sludge	Digested Sludge
Lead (Pb mg/kg)	17.6	13.4	22.2	37.56
Cadmium (Cd mg/kg)	0.7	0.6	0.64	1
Chrome (Cr mg/kg)	52.9	32.4	42.47	74.8
Arsenic (mg/kg)	4.3	9.3	7.4	13.15
Nickel (Ni mg/kg)	50.3	27.8	28.3	43.3
Beryllium (mg/kg)	0.3	0.15	0.18	0.25
Thallium (Tl mg/kg)	0.2	1.5	< 0.1	0.13
Copper (Cu mg/kg)	208.8	125.8	139.2	195.6
Cobalt (Co mg/kg)	4.9	2.4	5.01	8.03
Manganese (Mn mg/kg)	372.9	121.3	88.8	174.2
Antimony (Sb mg/kg)	1.0	1.68	1.33	2.31
Tin (Sn mg/kg)	10.2	19.45	13.6	19.8
Vanadium (V mg/kg)	23.1	17.8	16.02	26.6
Mercury (Hg mg/kg)	0.3	0.15	0.173	0.21

## 2. Site Description

The Project site is located within the boundaries of the existing Hurma WWTP (Figure 3 and Figure 4), which is the largest WWTP operated by the Employer. Hurma WWTP is located about 10 km South-West of Antalya. The ownership of site belongs to the Employer.



Figure 3. Picture of Hurma WWTP

Hurma WWTP is located on 12131 Block-Parcel No 7 and the total area is 174,658 m<sup>2</sup>. Hurma Wastewater Treatment Plant, which is currently in operation, is on an area of 163,524.70 m<sup>2</sup>.

Distribution Structure, Pumping Stations, Pre-Treatment Unit, Workshop and Social Facility Buildings, Transformer and Generator Building, Primary Sedimentation Tanks, Anaerobic Tanks, Aeration Tanks, Final Sedimentation Tanks, Sludge Storage and Mixing Tanks, Sludge Dewatering Building, Blower Building, Mechanical Sludge Thickening Building, Odor Removal Unit, Administrative Building and Hydrophore Unit Building and thermal drying facility are located in the existing Hurma Wastewater Treatment Plant

Waste to Energy Plant is planning to be constructed on an area of 11,133.31 m<sup>2</sup> on block 12,131 parcel number 7.



Figure 4. Aerial view of the existing Hurma WWTP (coordinates: 36°50'11.4"N 30°35'06.1"E)

The boundary of Hurma WWTP area is the blue line, while the boundary of the Waste to Energy Plant to be constructed is the red line.

Within the scope of the project, existing biogas storage tanks and their related pipelines and electromechanical equipment and units will be replaced to north side of digesters where is shown in figure 5. as green. All replacement investment is included in project budget. This activity will be in the scope of the Contractor and will be carried out under the project.

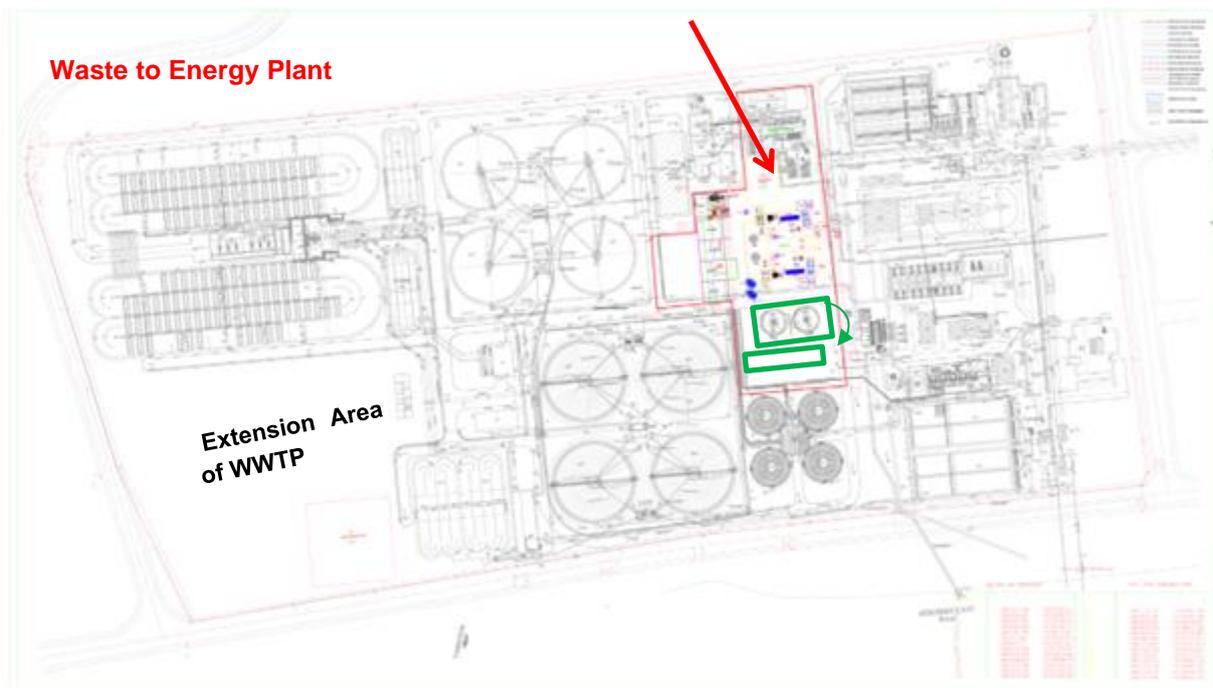


Figure 5. General Layout of Hurma WWTP



Figure 6. Surrounding of Hurma WWTP

Antalya Port, Port Mediterranean, Petro Marine are the facilities located near the project area.

Facilities such as Marine Vehicles Maintenance and Manufacturing etc. are located in within the borders of the Free Zone Directorate. In addition, there is a storage facility belonging to Gas Station near the project area and in the back area of the port. Besides, as Hurma WWTP is approximately 15 km far away from the city center, approximately 16 km far away from the intercity bus terminal and approximately 28 km far away from the airport.

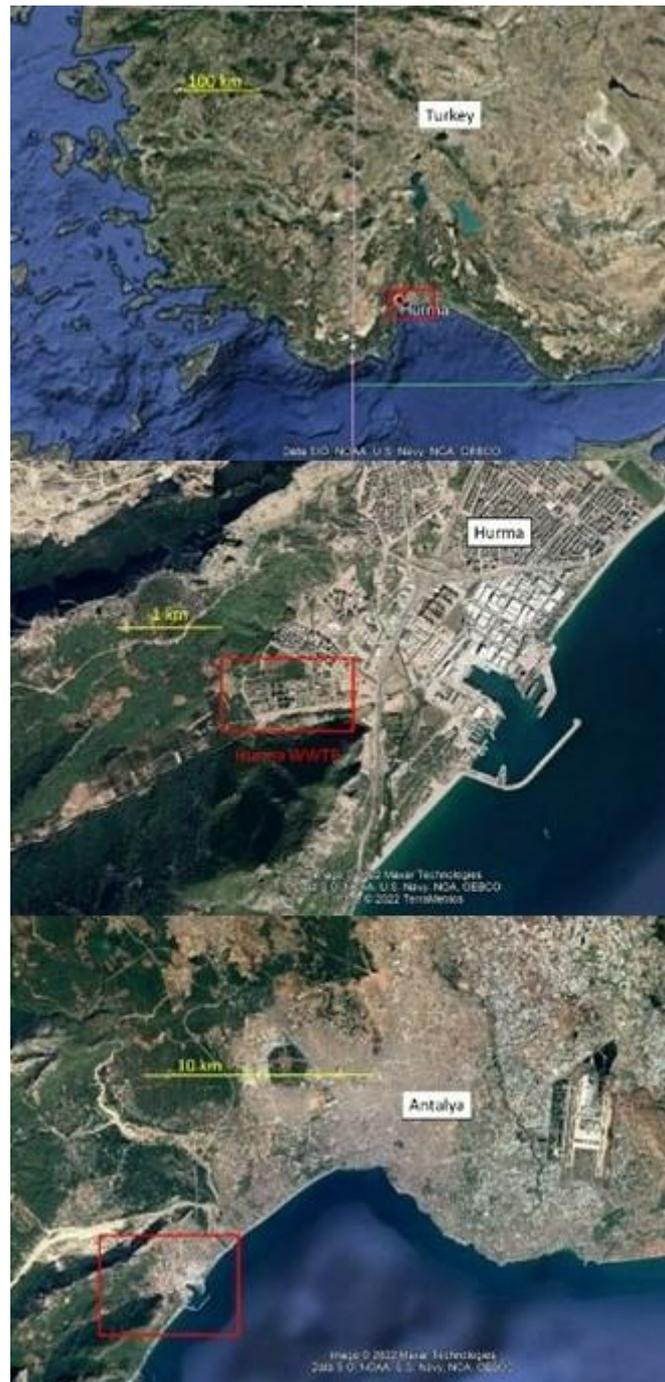


Figure 7. Location of Hurma WWTP (source: Google Earth 2022 Project Description)

## 2.1. Envisaged Contract

The Waste to Energy Plant will be procured under the AFD template “Bidding Documents for Procurement of Works (Design, Build and Operate)”, dated October 2019 and available online at <https://www.afd.fr/en/responding-bid-invitation> (in the section “download the model documents / Works contracts / Bidding documents for procurement of works”). The General Conditions of Contract (GCC) are the FIDIC's Conditions of Contract for Design, Build and Operate Project (FIDIC Gold), first edition 2008. However, these standard procurement document (SPD) aim to address short Operation Service Periods.

The DBO Contract Period is planned for 48 months including a 24-month Operation Service Period.

## 2.2. Brief Description of the Waste to Energy Plant

The Hurma waste to Energy Plant is planned to be the cornerstone of municipal WWTP sludge management in Antalya Province as described in Figure 8. The main characteristics and requirements of the Plant are specified in section 2.3. and 2.4.. The Plant shall be designed considering the following key elements:

1. The new Waste to Energy Plant should have autogenous incineration system. This means should be operated without additional fuel except for the initial start-up phase. The system should be self-sufficient.
2. Maximum energy recovery and electricity energy production
3. Integration of the existing sludge treatment line of Hurma WWTP
4. Sustainable operation management
5. Compliance with air emission regulations of the European Union and of the Republic of Turkey
6. State-of-the-art technologies

## 2.3. Main Characteristics and Requirements of the Plant

Table 5. Main Characteristics and Requirements of the Plant

Item #	Name	Expected performance
1	Location	Within the boundary limits shown in Figure 5.-6-7.
2	Capacity (treatment of wet sludge produced by municipal WWTPs, containing 18% DM minimum)	167,000 t/year 500 t/d
3	Incineration technology	Fluidized bed with pre-drying
4	Minimum operating time	8,000 h/year
5	Minimum number of parallel treatment lines	2
6	Flue gas treatment	Must comply with European Directive 2010/75/EU (Temperature above 850 °C for at least 2 s)
7	Emission limit values	As per European Directive 2010/75/EU
8	Phosphorus recovery	None – (only calculations and designs will be submitted in design period. Construction is not included.)
9	Ash disposal	During the Operation Service Period ash will be collected temporarily stored within the extension area of Hurma WWTP-as indicated in Figure 5- in big bags. During the operation service period, ash management will be under the Employer's responsibility please see line 8 in figure 8.

### 2.4. Specific Requirements of the Waste to Energy Plant

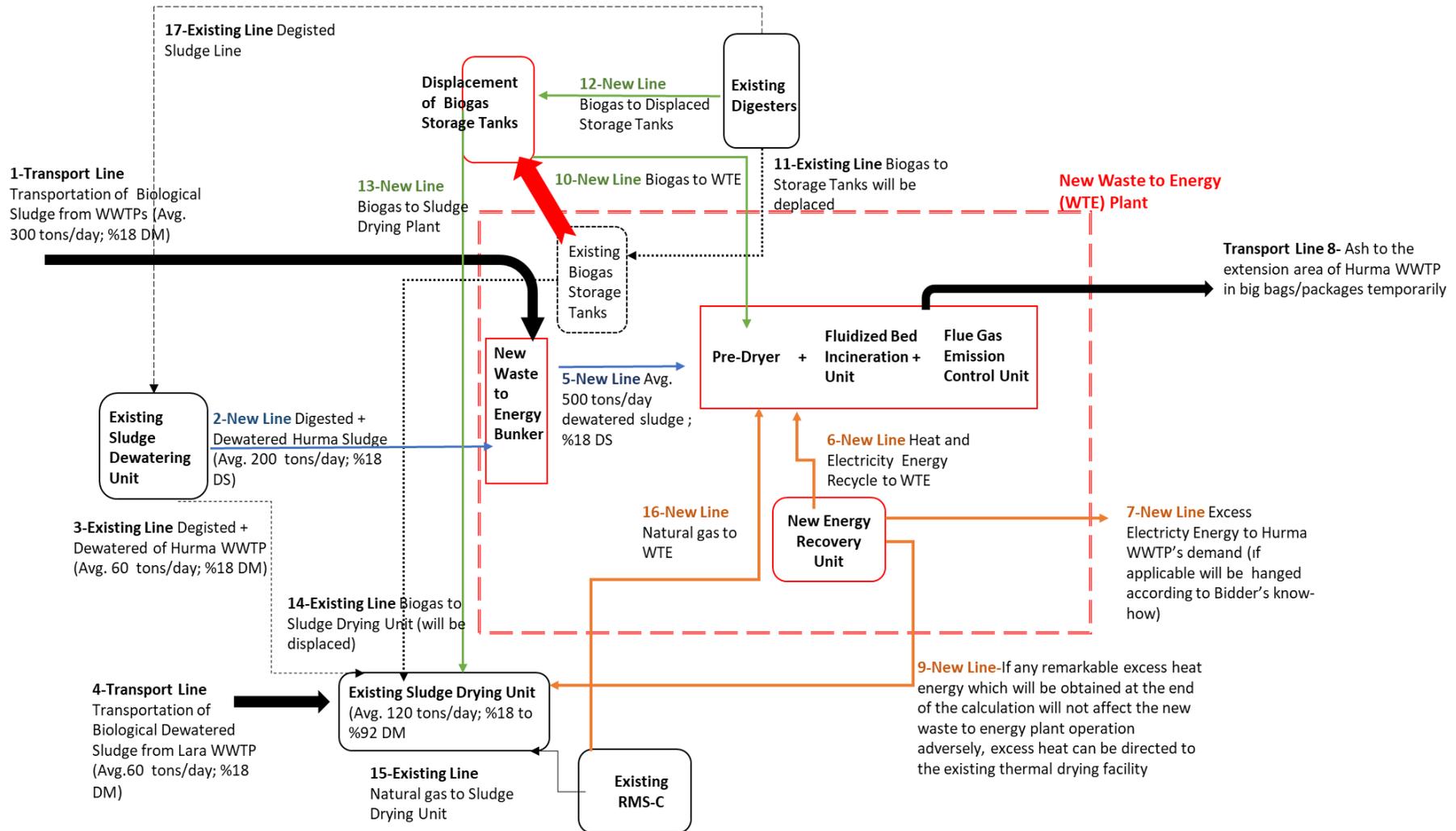


Figure 8. Project Scope (The above-mentioned lines show only schematic presentation of the connections of existing and/or new units. Directions and numbers etc. may vary according to the designs of the Contractor.)

The flow chart of mass has been shown in above figure 8. The scope of project and specific requirements of Waste to Energy plant have been summarized as follows;

- a. Hurma Waste to Energy Plant should have an Autogenous Fluidized Bed Incineration system with capacity 500 ton/day and with energy recovery unit will be designed, constructed and operated (2 years) will be carried out by the Contractor in DBO Contract. **please see 5-New Sludge Line in Figure 8.**
- b. Hurma waste to energy should be constructed with the optimum energy efficiency and state-of-art technology. **please see 6-New Heat and Electricity Energy Recycle Line in Figure 8.** Employer's priority is to operate Hurma Waste to Energy Plant without additional fuel except for the initial start-up phase (start-up time shall be considered as maximum of 24 hours).
- c. The excess electricity energy will be transferred to the energy demand of Hurma WWTP. **please see 7-New Electricity Energy Line in Figure 8.**
- d. Approximately 200 tons/day for winter season, 280 tons/day for summer season digested + dewatered sludge (%17-20 DM) is produced from Hurma WWTP please see table 2. The Employer will be responsible to digest and dewater the mixed sludge and produce biogas during the Operation Service period of Contract. **Please see 17-Digested Sludge Line in Figure 8:** The Contractor will bear no responsibilities in this matter.
- e. 60 tons/day for winter season, 40 tons/day for summer season of digested sludge from Hurma WWTP will be sent to existing Sludge Drying plant by the Employer via existing sludge lines. **please see 3-Existing Sludge Line: in Figure 8.** Remaining approximately 150 tons/day for winter season, 240 tons/day for summer season sludge will be sent to Hurma Waste to Energy Plant bunker within the scope of the project. In this respect, **please see 2-New Sludge Line: in Figure 8.**, The Contractor will be responsible to construct new sludge line to transfer the existing dewatered sludge to Hurma Waste to Energy Plant bunker.
- f. In current situation, 14,000 m<sup>3</sup>/day biogas is being produced, Biogas is being used for heating of digesters (207 m<sup>3</sup>/h) and heat necessities of thermal sludge drying plant. (584 m<sup>3</sup>/h). During the Operation Service Period of the Contract, fulfilment of heating necessities of sludge drying plant and digesters and also their operation will be under Employer Responsibility.
- g. The Contractor will replace the biogas tanks with its relevant pipelines and equipment within the scope of the Contract. **Please see 11-Existing Biogas line between existing digesters and existing biogas storage tanks, and 12-New Biogas lines between existing digesters and replaced biogas tanks and 13-New Biogas lines between replaced biogas tanks and existing sludge drying plant in Figure 8:** The Contractor will be responsible for these replacement works during the Design and build period. All replacement investment shall be included in the Project cost. Furthermore, new biogas lines will be integrated to Hurma waste to energy plant by the Contractor. Operation of biogas production and biogas storage will remain under the Employer's responsibility. **Please see 10-New Biogas Line to new Waste to Energy Plant in Figure 8.**
- h. In the Operation Service Period of the Contract, if additional fuel is required during the start-up phase or additional fuel is occurred due to the characterization of the sludge, The Contractor should use biogas in priority. In case of the biogas flow capacity is not adequate, natural gas can be also used. Only natural gas shall be used as additional fuel during the performance test period of Hurma Waste to Energy Plant. **Please see 16-New Natural gas Line to new Waste to Energy Plant in Figure 8.** In this respect, Hurma Waste to Energy Plant should be designed. Contract, considering to be operated both with biogas and natural gas. Specific information will be available in the technical specification to the short-listed applicants.
- i. Existing Sludge Drying Plant will be operated by the Employer during the DBO contract. In existing situation, heat requirement is supplied from biogas and natural gas. **Please see 14-Existing biogas line between existing biogas storage tanks and existing sludge drying plant and 15-Existing natural gas line between existing RMS C and existing sludge drying plant in Figure 8.** During the contract design term, If the excess remarkable heat energy is obtained from Hurma Waste to Energy Plant as a result of the energy calculation proposed by the Contractor, usage of this excess heat energy can be evaluated for heat necessity of existing sludge drying plant. If any remarkable excess heat energy which will be obtained at the end of

- the calculation will not affect the Hurma Waste to Energy Plant operation adversely, excess heat can be directed to the existing thermal drying facility. The contractor will only be responsible for construction of the connection of heat energy line between new energy recovery unit and existing thermal sludge drying plant conditional to bilateral negotiation between the Employer and the Contractor. Operation of existing thermal sludge drying plant will remain under the Employer's responsibility. **Please see 9-New line for heat energy in Figure 8.** On the other side, the operation of new energy recovery unit will be performed by the Contractor in two years.
- j. 60 tons/day for winter season, 80 tons/day for summer season of sludge is produced from Lara WWTP. (Please see table 2.) During the Operation Services Period of the Contract, these biological sludges will be transferred to the existing Sludge Drying plant bunkers by the Employer. **Please see 4-Transport Line in Figure 8:** The Contractor will bear no responsibility on this matter.
- k. Sludge transportation from the District WWTPs to Hurma to Energy Plant bunker will be done by the Employer. (Approximately 194 tons/day for winter season, 316 tons/day for summer season) Contractor will bear no responsibility on this matter.
- l. The calculation of the mass and energy balance is expected from the Contractor considering the issues in the above articles and the sludge values and characteristics specified in Table 2, 3, 4. during the design phase of the Contract.
- m. The emission control, treatment and disposal of the auxiliary products to be formed during the operation of Hurma waste to Energy Plant shall satisfy the requirements of the relevant EU directives – especially 2010/75/EU (available for instance at the following website: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A32010L0075>) - and the legislations of the Republic of Turkey. Therefore, the Contractor shall carry out the most suitable and safe solution for the purpose of the control and treatment of emissions of Hurma Waste to Energy. Emission treatment units shall be designed in consideration of sustainable operation management. The flue gas system in which the emission to be formed after incineration is released to the atmosphere after treatment shall be included in Hurma Waste to Energy Plant. Emission treatment units shall be designed to operate in series as dry type and/or wet type. (i.e. cyclone, multicyclone, chemical dosing units and reactors, baghouse filter unit, packed bed wet scrubber) A continuous measurement and monitoring system shall be established for the emission and pollutant parameters emitted to the air from the chimney outlet as a result of the incineration of sludge. This system shall be in compliance with the European Directive 2010/75/EU and the "Regulation on the Incineration of Wastes" (Official Gazette dated 06/10/2010; No 27721; available for instance at the following website: <https://www.resmigazete.gov.tr/eskiler/2017/04/20170407-1.htm>).
- n. The Contractor will be responsible for;
- process design, process calculations, mass balance calculations, thermal calculations, design of the fluidized bed sludge Waste to Energy plant with all its components, steam turbine and all necessary auxiliary facilities, design of energy connection system and lines, installation of odour control and emission systems,
  - Construction works related to the designed project. This scope includes supply and installation of all the necessary and auxiliary mechanical equipment and their systems, piping, all parts of electrical/automation/instrumentation system. Furthermore, necessary service works for the establishment of Hurma Waste to Energy plant, guarantees and warranties for operation and maintenance.
  - 2 years Operation of the Plant and commissioning of Hurma Waste to Energy Plant during the Operation Service Period,
  - The Contractor will have to obtain all legal permits for the construction and the operation of the Plant at its own cost (Construction License, Energy Permit, Ministry of Energy-EMRA, Energy Connection permits, Distribution Centres Project, approvals and agreements, Official Chamber approvals (such as EMO, MMO, ÇMO), IAC (Interim Activity Certificate), Environmental Permit, etc.)

## 2.5. Description of the Operation Service Period

The Operation Service Period is planned to have a duration of 2 years.

The Operation Service Period will include the training of the Employer's staff to ensure the smooth handing over of the Waste to Energy Plant.

## 3. Schedule

The planned procurement and implementation schedule (subject to change) is presented in Table 6

Table 6. Planned Schedule

Activity	Date	Duration
Release Initial Selection Document	29/12/2023	
Submission of Applicants	30/01/2024	4 weeks
Review of Applicants, selection of preselected bidders	27/02/2024	4 weeks
Bidding Documents / Invitation to Bid publication	21/05/2024	12 weeks
Submission of proposals	13/08/2024	12 weeks
Award of Contract	08/10/2024	8 weeks
Fine tuning and Signing of the Contract	30/10/2024	3 weeks
Design - Build period	30/10/2024 – 30/10/2026	2 years
Operation Service Period	30/10/2026 – 30/10/2028	2 years