
TURKIYE

Technical Assistance to the Employer for the Evaluation of Technical Proposal in Construction Bidding Stage and Construction Supervision Services for Ankara Central (Tatlar) Wastewater Treatment Plant Project

CONSULTING SERVICES**Expressions of Interest**

The Ankara Water and Sewerage Administration (ASKI) has applied for a financing from *Agence Française de Développement* ("AFD"); International Finance Corporation (IFC) and Asian Infrastructure Investment Bank (AIIB) and intends to use part of the funds thereof for payments under the following project Technical Assistance to the Employer for the Evaluation of Technical Proposal in Construction Bidding Stage and Construction Supervision Services for Ankara Central (Tatlar) Wastewater Treatment Plant Project.

The Services of the consultant shall consist of providing Technical Assistance to the Employer/Client for the Evaluation of Technical Proposal in Construction Bidding Stage (Phase I) and due to the fact that the tender for the construction of this project will be based on a Design-Build (FIDIC Yellow Contract) type contract, providing Design & Document Review, Control and Approval of all Detailed Design Documents and Construction Supervision (including DLP) services (Phase II). The estimated duration of the Services is four (4) months for Phase-1 and fifty-four (54) months for Phase-2 including fourteen (14) months of Defects Liability Period (DLP). The total required time input for the Key Experts is estimated at this stage to be 554,5 person-months. As part of the Ankara Central (Tatlar) Wastewater Treatment Plant construction works, the existing plant will be upgraded to advanced biological treatment and the planned first stage will be constructed. In this context, the scope of works includes the revisions of the existing plant, the civil, mechanical and electrical works of the 1st stage Advanced Biological Treatment Plant with a capacity of 1,350,000 m³/day and the operation of the plant during the Defect Notification Period.

The Ankara Water and Sewerage Administration (ASKI) hereby invites Applicants to show their interest in delivering the Services described above.

This Request for Expressions of Interest is open to:



Consulting firms

 Individual consultants NGOs Joint Venture between NGO(s) and consulting firm(s)

Eligibility criteria to AFD financing are specified in sub-clause 1.3 of the "Procurement Guidelines for AFD-Financed Contracts in Foreign Countries", available online on AFD's website: <http://www.afd.fr>.

The Applicant shall submit only one application, either in its own name or as a member of a Joint Venture (JV). If an Applicant (including any JV member) submits or participates in more than one application, those applications shall be all rejected. However, the same Subconsultant may participate in several applications.

If the Applicant is a JV, the expression of interest shall include:

– a copy of the JV Agreement entered into by all members,

or

- a letter of intent to execute a JV Agreement, signed by all members together with a copy of the Agreement proposal,

In the absence of this document, the other members will be considered as Subconsultants.

Experiences and qualifications of Subconsultants are not taken into account in the evaluation of the applications.

Interested Applicants must provide information evidencing that they are qualified and experienced to perform those Services. For that purpose, documented evidence of recent and similar services shall be submitted.

Determination of the Applicants will be based on **the criterias listed in the below table:**

	Experience in the design of wastewater treatment plant construction projects	Experience in the supervision of wastewater treatment plant construction projects	Experience in the contract management for infrastructure projects financed by IFI's	Experience in the contract management for infrastructure projects under FIDIC Yellow Book Contract Conditions	Experience in the design and supervision of wastewater treatment plant construction projects in the Türkiye
[Experience A]					
[Experience B]					
[Experience C]					
[Experience D]					
[Experience E]					
Total					

The selection of Applicants to be shortlisted shall follow the rules as defined herebelow: The Applicant must have at least one experience in each criterion; otherwise the application will be disqualified.

- The ranking of Applicants is based on the greatest pts collected (boxes checked).
- For a Joint Venture, the experiences of all members will be added together for a combined total.

Determination of the similarity of the experiences will be based on:

- The contracts size;
- The nature of the Services are design or design review and supervision of the waste water treatment plant projects.
- The technical area and expertise is in contract management of the infrastructure projects specifically in waste water treatment plant projects as a consultant.

The Client will also take into account for the evaluation of the applications the following items:

- Skills and availability of in-house technical back-up experts provided to the on-site experts;
- Local representatives/partners;

- Quality assurance procedures and certifications of the Applicant – ISO 9001 Quality management systems, ISO 14001 Environmental management systems and ISO 45001 (or OHSAS 18001) Occupational health and safety management systems.

Among the submitted applications, Ankara Water and Sewerage Administration (ASKİ) will shortlist a maximum of six (6) Applicants, to whom the Request for Proposals to carry out the Services shall be sent.

The Expressions of Interest must be submitted to the address below no later than 17.12.2024.

Ankara Water and Sewerage Administration (ASKİ), Planning, Coordination and Foreign Relations Department,

Ankara Water and Sewerage Administration (ASKİ),

Kızılırmak Mahallesi, Mevlana Bulvarı, Hayat Plaza, Kat:3, 06510 Çankaya/Ankara

Email: emin.sarac@aski.gov.tr

Interested Applicants may obtain further information at the address below during office hours: Kızılırmak Mahallesi, Mevlana Bulvarı, Hayat Plaza, Kat:3, 06510 Çankaya/Ankara, office hours 10:00 am to 16:00 pm

**Appendix to The Request for Expressions of Interest
(To be submitted with the application, signed and unaltered)**

Statement of Integrity, Eligibility and Environmental and Social Responsibility

Reference name of the Bid/Proposal/Contract signed¹ _____ (the “Contract”)

To: _____ (the “Contracting Authority”)

1. We recognize and accept that Agence Française de Développement (“AFD”) only finances the projects of the Contracting Authority subject to its own conditions, as set out in the Financing Agreement that directly or indirectly binds it to the Contracting Authority. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the Contract. Consequently, no legal exists between AFD and our company, our joint venture, and our subcontractors. The Contracting Authority may also mean the Client, Employer or Purchaser, as the case may be, for the procurement of works, goods, plants, equipment, consulting services, or non-consulting services.
2. We hereby certify that neither we, nor any person acting on our behalf,² nor any of the members of our joint venture, nor any of our subcontractors, 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, or being in any analogous situation arising from any similar procedure;
 - 2.2 Having been, within the past five years, subject to a final administrative sanction, a final conviction issued by a competent authority, or any other non-court resolution³ having notably an extinctive effect on public action, either (i) in the country where we are constituted, (ii) in the country of performance of the Contract, (iii) in the context of the procurement or performance of an AFD-financed Contract, (iv) pronounced by a European Union institution, or (v) pronounced by a competent authority in France, for:
 - a) Prohibited Practices, as defined in Article 6.1 below, or for any other offence committed in the context of the procurement or performance of a Contract (in the event of such sanction, conviction or non-court resolution, we may attach additional information to this Statement of Integrity, such as a compliance program, showing that we (or the person acting on our behalf, the member of our joint venture, or our subcontractor) consider that this sanction, judgement or non-court resolution is not relevant in the context of the Contract, where applicable);
 - b) Participation in a criminal organization, terrorist offences or offences related to terrorist activities, child labor, or other offences related to human trafficking;
 - c) Having created an entity in a different jurisdiction (i) with the the intention of avoiding tax or social obligations, or any other legal obligation applicable in the jurisdiction of its registered office, central administration or principal place of business, or (ii) for being an entity created with the intention of avoiding such obligations;
 - 2.3 Having been subject within the past five years to a Contract termination fully settled against us for significant or persistent breach of our contractual obligations during the performance of the Contract, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.4 Having been declared ineligible by one of the multilateral development banks signatories to the Mutual Recognition Agreement of 9 April 2010⁴ (in the event of such ineligibility, we may

¹ In the case of a Contract already signed to be refinanced.

² Directors, (including any person who is a member of the administrative management or supervisory body, or with powers of representation, decision or control), employees, or agents (be them declared or not).

³ Including the Judicial Public Interest Agreement (CJIP), a decision following an Appearance on Prior Recognition of Guilt (CPRC), a negotiated resolution agreement, or any other similar form of transaction terminating criminal proceedings.

⁴ World Bank, Inter-American Development Bank, African Development Bank, Asian Development Bank, and European Bank for Reconstruction and Development.

- attach additional information to this Statement of Integrity showing that we consider that such ineligibility is not relevant in the context of the Contract, where applicable);
- 2.5 Not having fulfilled our fiscal obligations relating to the payments of our taxes or social contributions in accordance with the legal provisions of our country of incorporation or of the country of the Contracting Authority;
- 2.6 Having created falsified documents or committed misrepresentation when providing the information requested by the Contracting Authority in the context of the procurement and award process for this Contract.
3. We hereby certify that neither we, nor any party acting on our behalf⁵, nor any members of our joint venture, , , nor any of our subcontractors, nor any of our direct or indirect shareholders, nor any of our subsidiaries acting with our knowledge or consent:
- a. Are directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to **individual sanctions measures** adopted by the United Nations, the European Union and/or France;
 - b. Are directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to **sectoral sanctions measures** adopted by the United Nations, the European Union and/or France;
 - c. Are ineligible for the implementation of the Project owing to any other international sanctions measures pronounced by the United Nations, the European Union or France.
4. We hereby certify that neither we, nor any party acting on our behalf,² nor any of the members of our joint venture, nor any of our subcontractors, are [nor have been (*in the case of refinancing for a Contract already awarded*)] in any of the following situations of conflict of interest:
- 4.1 Being a shareholder controlling the Contracting Authority or a subsidiary controlled by the Contracting Authority, unless the resulting conflict of interest has been brought to the attention of AFD and resolved to its satisfaction.
 - 4.2 Having business or family relations with a member of the Contracting Authority's services involved in the procurement process or the supervision of the resulting Contract, unless the resulting conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
 - 4.3 Controlling or being controlled by another applicant, bidder or consultant, or being under common with another applicant, bidder or consultant, receiving subsidies from another applicant, bidder or consultant, or granting subsidies to another applicant, bidder or consultant, directly or indirectly, having the same legal representative as another applicant, bidder or consultant, maintaining direct or indirect contacts with another applicant, bidder or consultant allowing us to (i) have given and/or give access to information contained in our respective applications, bids or proposals likely to distort competition (ii) influence them, or (iii) influence the decisions of the Contracting Authority;
 - 4.4 Being engaged for a consulting services mission which, by its nature, is or may be in conflict with the mission envisaged for the Contracting Authority;
 - 4.5 Having prepared ourselves, being or having been associated with a natural or legal person who has prepared, specifications, terms of reference or other documents that have been used for the procurement process in question, and that contain provisions likely to favor an application, bid or proposal;
 - 4.6 Having or having had access to, having prepared ourselves, being or having been associated with a natural or legal person who has or has had access to or prepared, specifications, plans, calculations, studies, or other documents that have not been communicated to all the applicants, bidders or consultants in the context of the present procurement procedure, and which thereby confer us an unfair competitive advantage;

⁵ Directors, (including any person who is a member of the administrative management or supervisory body, or with powers of representation, decision or control), employees or agents (be them declared or not).

- 4.7 In the case of a procurement procedure for works, plants, equipment or goods, having been selected ourselves or proposed to be selected (or any of our subsidiary companies having been or being proposed to be selected) to carry out supervision or inspection of the services in the context of this Contract.
5. If we are a state-owned entity or a public enterprise, to participate in a competitive procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
6. In the context of the procurement and performance of the Contract:
- 6.1 Neither we, nor any party acting on our behalf,² nor any members of our joint venture, nor any of our subcontractors, have committed or shall commit a Prohibited Practice as defined in the document entitled “AFD Group’s Policy to Prevent and Combat Prohibited Practices” available on AFD’s Website.⁶
- 6.2 Neither we, nor or any party acting on our behalf,² nor any members of our joint venture, nor any of our subcontractors, shall acquire or provide [have acquired or provided (*in the case of refinancing for a Contract already awarded*)] in sectors subject to an embargo by the United Nations, the European Union or France.
7. We hereby undertake to, and we undertake to ensure that any party acting on our behalf,² any members of our joint venture, and any of our subcontractors undertake to:
- 7.1 Comply with the environmental standards recognized by the international community, including the international conventions for the protection of the environment and, in particular, take all reasonable steps to avoid or limit negative effects on vegetation, biodiversity, soils, groundwater and surface water, and on persons and property resulting from pollution, noise, vibration, traffic and other effects resulting from our activities, in accordance with the laws and regulations applicable in the country of performance of the Contract.
- 7.2 Implement measures to mitigate environmental and social risks when they are indicated in the environmental and social management plan provided by the Contracting Authority, and ensure that the emissions, surface discharge and effluents produced by our activities respect the limits, specifications or requirements applicable to the Contract.
- 7.3 Respect the rights of workers related to wages, working hours, rest periods and vacations, overtime, minimum age, regular payments, compensation and benefits, in accordance with the standards recognized by the international community, including the fundamental conventions of the International Labour Organization (ILO), in accordance with the laws and regulations applicable in the country of performance of the Contract; indicate these elements in a document annexed to the employment contracts of our employees and made available to the Contracting Authority; and respect and facilitate the rights of workers to organize themselves and set up a complaints management mechanism for direct or indirect workers.
- 7.4 Implement practices for non-discrimination and equal opportunities, and ensure the prohibition of child labor and forced labor.
- 7.5 Keep a record for each member of the local staff recording the hours worked by each person, the type of work, the wages paid and the training undertaken, and ensure that these records are available at all times to be inspected by the Contracting Authority and the authorized representatives of the government, in accordance with the laws and regulations applicable to the protection of personal data in the country of performance of the Contract.
8. We, any party acting on our behalf,² the members of our joint venture, our subcontractors, our direct or indirect shareholders, and our subsidiaries, authorize AFD to conduct investigations and, in particular, inspect the documents and accounting records relating to the procurement and performance of the Contract, including, but not limited to, our internal processes and rules related to the respect of international sanctions pronounced by the United Nations, the European Union and/or France, and to have them verified auditors appointed by AFD.
9. We declare that we have paid, or that we shall pay, the commissions, benefits, fees, gratuities or charges relating to the procurement procedure or the performance of the Contract to the following third party/parties (for example, an intermediary/agent)(*):

⁶ For informational purposes, this policy can be accessed via the following link: <https://www.afd.fr/en/combating-corruption>.

Name of beneficiary	Contact details	Purpose	Amount (indicate the currency)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(*): If no amount has been paid or is to be paid, indicate "None".

10. We undertake to promptly inform the Contracting Authority, which shall inform AFD, of any change of circumstance regarding the sections above, including in case of any sanctions or embargo measures adopted by the United Nations, the European Union and/or France, after we have signed the present Statement.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of:⁷ _____

Signature: _____

Dated: _____

⁷ In the case of a joint venture, insert the name of the joint venture. The person signing the bid, proposal or application on behalf of the bidder, consultant or applicant, shall attach a power of attorney from such bidder, consultant or applicant.