



Concession Project: Construction and Operation of 300-bed University Hospital in Almaty

December 11, 2020



Project overview

In this section:

1. Project overview
2. Project location
3. Timeline
4. Socio-economic Impact



Marcos Martínez
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Project overview

Key highlights of the Project



300-bed hospital and clinic diagnostic centre (+52 outpatient beds)



Location – Nauryzbai district of Almaty city, Kazakhstan



Grantor – the Republic of Kazakhstan represented by the Ministry of Healthcare



The Project structure implies an output-based tender



The concession period is 18 years, including construction period of 38 months



Medical services will be provided by the Kazakh National Medical University (hereinafter – the “KazNMU”)



Concessionaire will provide technical maintenance / facility management services



The Project is included in the list of concession projects of high importance as per Government Decree No.1060



Concessionaire will be compensated for CAPEX, OPEX and Management Fee through the availability payments mechanism



Project overview

Project location

City ▼ Almaty	City district ▼ Nauryzbai district	Area ▼ 4,48 ha
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Information about the land plot



The land plot is located near the existing children's hospital



The land plot is fairly accessible in terms of public and private transportation for patients, visitors and medical personnel



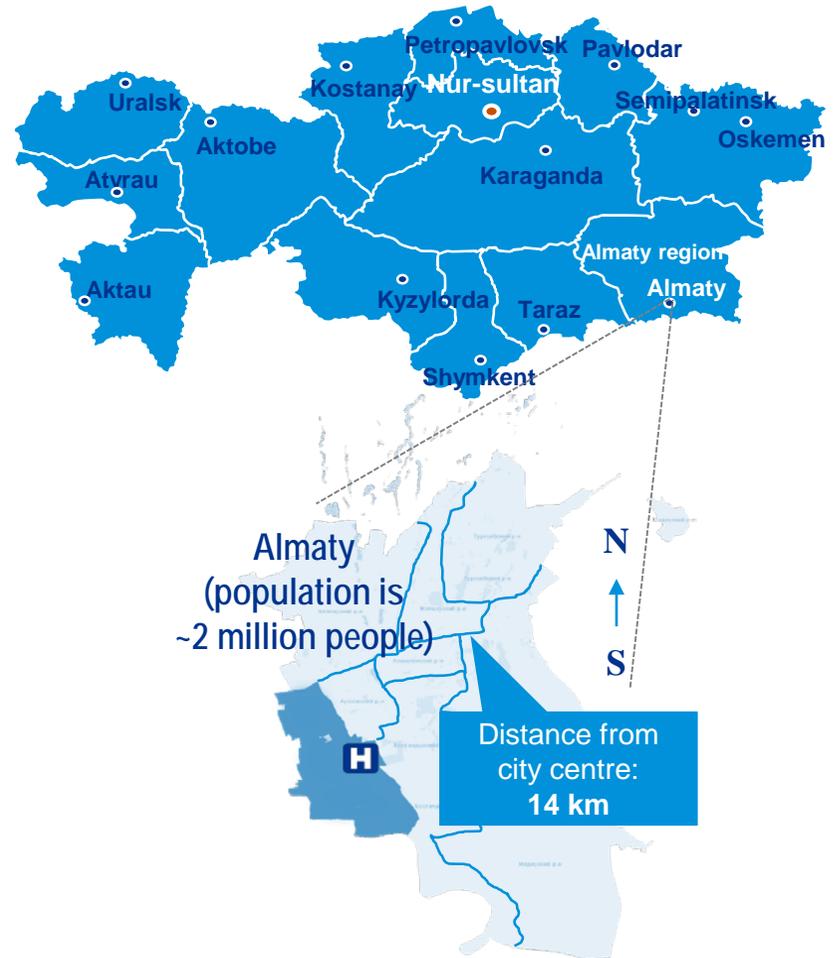
All necessary infrastructure is in place (electricity, heat, water, gas and sewerage)



Nauryzbai district is a new, developing and densely-populated area



The land plot is owned by the Grantor and ready to be transferred to the Concessionaire



Tender process and construction

31st of May 2021

Prequalification results include (2-5 shortlisted bidders)

30th of April 2021

Application deadline

31st of January 2021

Tender announcement¹

31st of January 2022

Applications for the 2nd stage of the tender²

28th of February 2022

Announcement of winning bidder

1st of July 2022

Commercial close³

30th of November 2022

Financial close³

1) Information to be available for tender participants:

- Tender Documentation
- Concession Agreement
- Information Sheet (Business Plan)

2) A local feasibility study might be prepared and approved before the 2nd stage of the tender. Tender Documentation might be amended in accordance with this local feasibility study. During the 2nd stage of the tender discussions will be held with preferred bidders

3) Periods of the Commercial and Financial close are indicative and subject to duration of negotiations

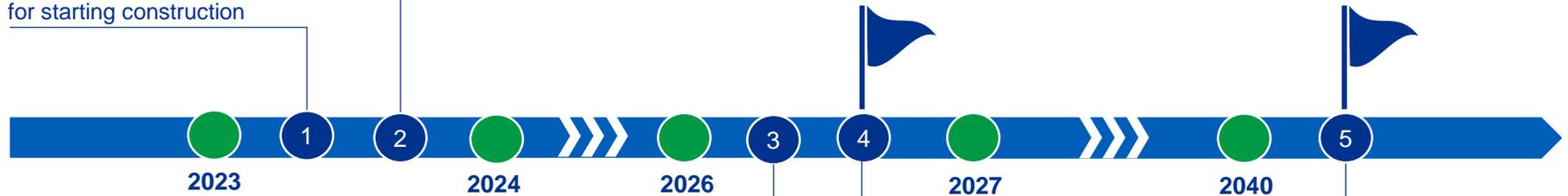
Timeline (2/2)

Operational phase

1st of March 2023
Start of construction

28th of February 2023
Completion of preliminary conditions
for starting construction

4) Concession period might start after the Financial close



30th of April 2026
End of construction

1st of May 2026
Start of operational phase

30th of June 2040
End of operational phase (end of the concession period)⁴

Project overview

Socio-economic Impact

Socio-economic impact

~450

bln tenge – aggregate economic contribution to GDP of Almaty

~3.5

bln tenge – ENPV of the project

The Project will have a significant impact on the development of the region in the following way:



Increased life expectancy of citizens



Attraction of highly-qualified medical personnel



Adoption of quality management system for patient treatment



Reduced outflow of patients abroad



Multidisciplinary treatment of patients



Alignment of educational process with scientific research

State Healthcare Development Program for 2020-2025

Key goals of the State Healthcare Development Program for 2020-2025:

Life expectancy will reach

75 years

Patient satisfaction with the quality of medical care

>65%

Healthcare spending will be increased from 3.4% of GDP to

5% of GDP

Medical effectiveness of the Project

It is planned to reduce charge rates for inpatient care, which is a most expensive segment, as well as to reach the following goals:



reduction of mortality rate from the circulatory system diseases



decrease a total number of acute diseases for patients who have received a full medical rehabilitation



decrease a number of disabled patients

Legal framework

In this section:

1. Legal structure of the Project
2. General legal arrangements
3. Clauses of the Concession Agreement
4. Concession project of high importance: key features

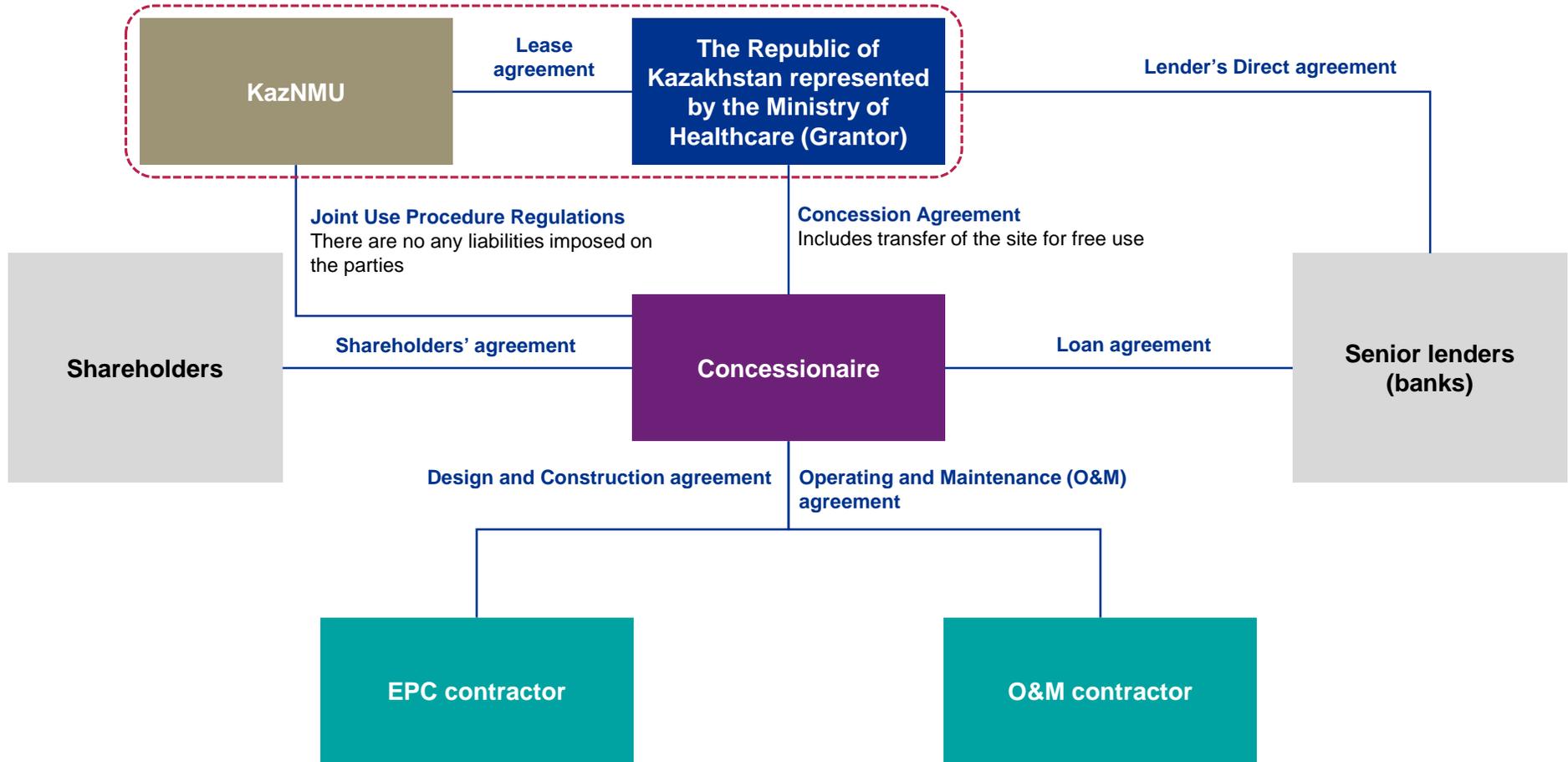


Fiona Gulliford
Partner, Trinity
International Law Firm



Saniya Perzadayeva
Managing Partner,
Unicase Law Firm

Legal structure of the Project



General legal arrangements

1



The Project is to be carried out in accordance with the Kazakhstan Law “On Concessions”

2



The Grantor will freely transfer the temporary land use rights to the Concessionaire before the start of construction. When the construction is finished, the hospital must be registered with the Grantor as state property and the Grantor must transfer the temporary rights for use of the hospital to the Concessionaire. At the end of the operational phase, the Concessionaire will be required to transfer the hospital, and the applicable rights in respect of land and hospital use, back to the Grantor

3



Execution of the Project involves Design-Build-Finance-Transfer-Maintenance of the 300-bed University Hospital in Almaty

4



Medical services will be provided by KazNMU

Clauses of the Concession Agreement (1/3)

1 CONTRACTING PARTIES	<ul style="list-style-type: none">– Government of Kazakhstan, acting through the Ministry of Healthcare (as Grantor)– Resident Project Company SPV to be created by the Preferred Bidder (as Concessionaire)
2 CONDITIONS PRECEDENT (CP) TO THE EFFECTIVENESS OF THE CONCESSION	<ul style="list-style-type: none">– Transfer of the land plot to the Concessionaire– Conclusion of financing agreements (including direct agreements), fulfilment (or waiver) of all conditions' precedent to financial close– Submission of design to the Grantor– Delivery of insurance agreements to the Grantor– Obtaining all necessary consents by the Concessionaire
3 DURATION OF THE CONCESSION	<p><i>Total period of the concession – 18 years, inclusive of:</i></p> <ul style="list-style-type: none">– CPs to be fulfilled less than 8 months from signature of Concession Agreement (including a commercial and financial close, preliminary conditions for starting construction)– Construction phase starts when all CPs are fulfilled and lasts less than 38 months (12 months for design and permits, 26 months for construction) from construction commencement. In case the construction finishes earlier, then the concession period will be adjusted respectively– Operational phase starts when the certificate of acceptance for the construction works is issued, and ends 14 years 2 months after commencement
4 FINANCIAL ISSUES	<ul style="list-style-type: none">– Concessionaire is responsible for arranging financing– Direct agreement to be entered into between the Grantor, senior lenders and Concessionaire– Availability payments to be paid quarterly during the operational phase– Availability payments to be adjusted if certain risks materialize (subject to official indices of inflation of the Republic of Kazakhstan & changes in FX rates outside (+/-) 5% corridor)

Clauses of the Concession Agreement (2/3)

5 MEDICAL SERVICES	<ul style="list-style-type: none">– Medical services will be provided by KazNMU– There is no direct contractual agreement between the Concessionaire and KazNMU– For any damage to the Hospital by the Functional Operator (KazNMU) the Grantor will be liable to the Concessionaire for repairment work (i.e. all expenses incurred by the Concessionaire in case of damage to the equipment or other damage to the Hospital by the Functional Operator will be reimbursed by the Grantor)
6 LOCAL CONTENT	<ul style="list-style-type: none">– Works or services purchased by the Concessionaire – the local content requirement is at least 60%– Goods purchased by the Concessionaire – the local content requirement is at least 30%
7 VARIATION PROCEDURE	<ul style="list-style-type: none">– Concession Agreement provides for a variation procedure to the terms and conditions of the Concession Agreement, subject to Kazakhstani budgetary procedures which must be applied where such variation relates to compensation being paid by Grantor
8 OPERATIONAL PERFORMANCE REQUIREMENTS	<ul style="list-style-type: none">– Deductions to availability payment (compensation for OPEX & Management Fee)– In the event of a combination of one or more events of unavailability of the Hospital and one or more service defaults as a result of the same event or series of events during a calculation period, penalties shall be applied for the maximum possible amount for each defect. Maximum threshold value for any such penalty will be agreed and specified by the Parties– If more than one service default is caused as a result of the same event, only one deduction will be made and such deduction shall be the greater one of the deductions calculated for each service default
9 MARKET TESTING	<ul style="list-style-type: none">– The Concessionaire has a first right of refusal in the market testing of replacement of medical equipment, furniture and facility management services (including grounds and garden maintenance, cleaning, hospital information management system, medical equipment maintenance, reception and helpdesk, linen and laundry services) The Grantor and the Concessionaire should perform the medical equipment market research jointly on mutually agreed terms

Clauses of the Concession Agreement (3/3)

10

STABILIZATION PROVISIONS

- Subject to strict parameters, the Concessionaire will be entitled to compensation through the adjustment of availability payments and/or an extension of time in the event of:
 - adverse government action
 - a Force Majeure event
 - a qualifying change in law

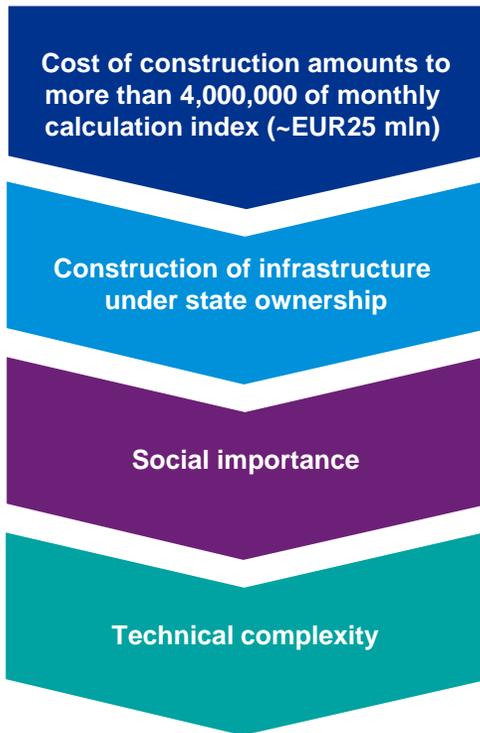
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EARLY TERMINATION

- Early termination will apply in the event of any continuing:
- Concessionaire Default
 - Grantor Default
 - Prolonged Force Majeure

Concession project of high importance: key features (1/2)

Criteria for high importance projects*



Features of high importance projects



International arbitration



Protection from currency risk



Termination guarantee



Step-in rights / Lender's direct agreement (LDA)



Exemption of Management Fee from VAT



Amendments to tender terms

*In accordance with Government Decree №1060 of October 7, 2014

Concession project of high importance: key features (2/2)

TERMINATION ARRANGEMENTS

Grantor's fault

The Grantor shall pay the Concessionaire compensation in an amount equal to:

- 100% of the equity contributions made by the Concessionaire and all outstanding debt amounts
- Other additional costs and losses (penalties under the loan agreements for early termination, etc.)

Concessionaire's fault

The Grantor shall pay to the Concessionaire and (where applicable) senior lenders in an amount equal to:

- Outstanding amount of senior debt, plus interest and relevant fees as set out in the financing agreements with lenders
- Fees accrued from the termination date until the date of actual payment of compensation for termination in accordance with the terms of the direct agreement

INTERNATIONAL ARBITRATION

- Will be subject to negotiations with the successful bidder (LCIA, ICC, AIFC, etc.)
- Kazakhstan is a party to the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York Convention)

DIRECT AGREEMENT

A direct agreement may provide for the following conditions:

- The obligation of the Grantor to inform the senior lenders of cases of significant violations by the Concessionaire of obligations under the Concession Agreement that could lead to the termination of the Concession Agreement
- Pledge of rights under a Concession Agreement and (or) assignment of a claim or transfer of a debt of a concessionaire with the consent of the Grantor
- The right of the senior lenders of the Concessionaire to demand the replacement of the Concessionaire in the event of a substantial violation of obligations under the Concession Agreement as well as to propose a new concessionaire
- The procedure for replacing the Concessionaire
- Governed by Kazakh law



Technical overview of the Project

In this section:

1. Land plot area
2. Master plan of the Project
3. Inpatient units with beds
4. Technical section of the Information Sheet (Business Plan)
5. Access to the Hospital
6. Technical overview of the Project
7. Environmental and social impact assessment
8. Facility Management Services



Tunca Ataoglu
Technical team leader
Regional Director, EMEA,
BTY

Land plot area



Land plot area



Location: Nauryzbai district , Almaty, Kazakhstan



Territory of the Hospital: Territory of Aksai Children's Hospital



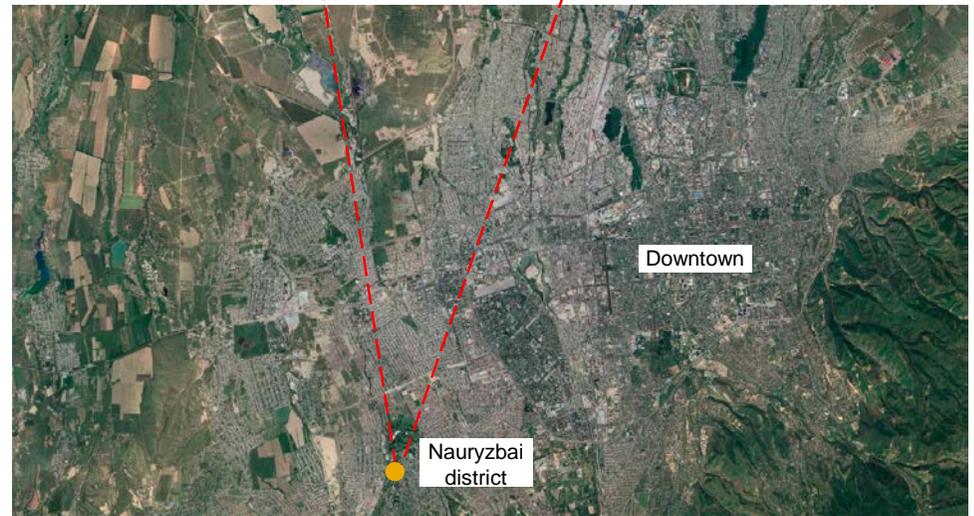
The area of the land:

4.48 ha



General information about the land plot:

- The Grantor will provide the Concessionaire Free land use right for the construction and operation of the Project for the duration of the Concession Agreement
- Aksai is located approximately 9 km from the A-2 highway, 9 km from the Moscow metro station and approximately 17 km from the Almaty 2 railway station
- Seismicity of the area stands at a grade 10 (at a scale where 10 is the maximum). Concessionaire shall perform their own soil investigation, geological and geotechnical surveys and perform their structural design with due regard to the required seismic resistance



Source: Google Earth, Google Maps

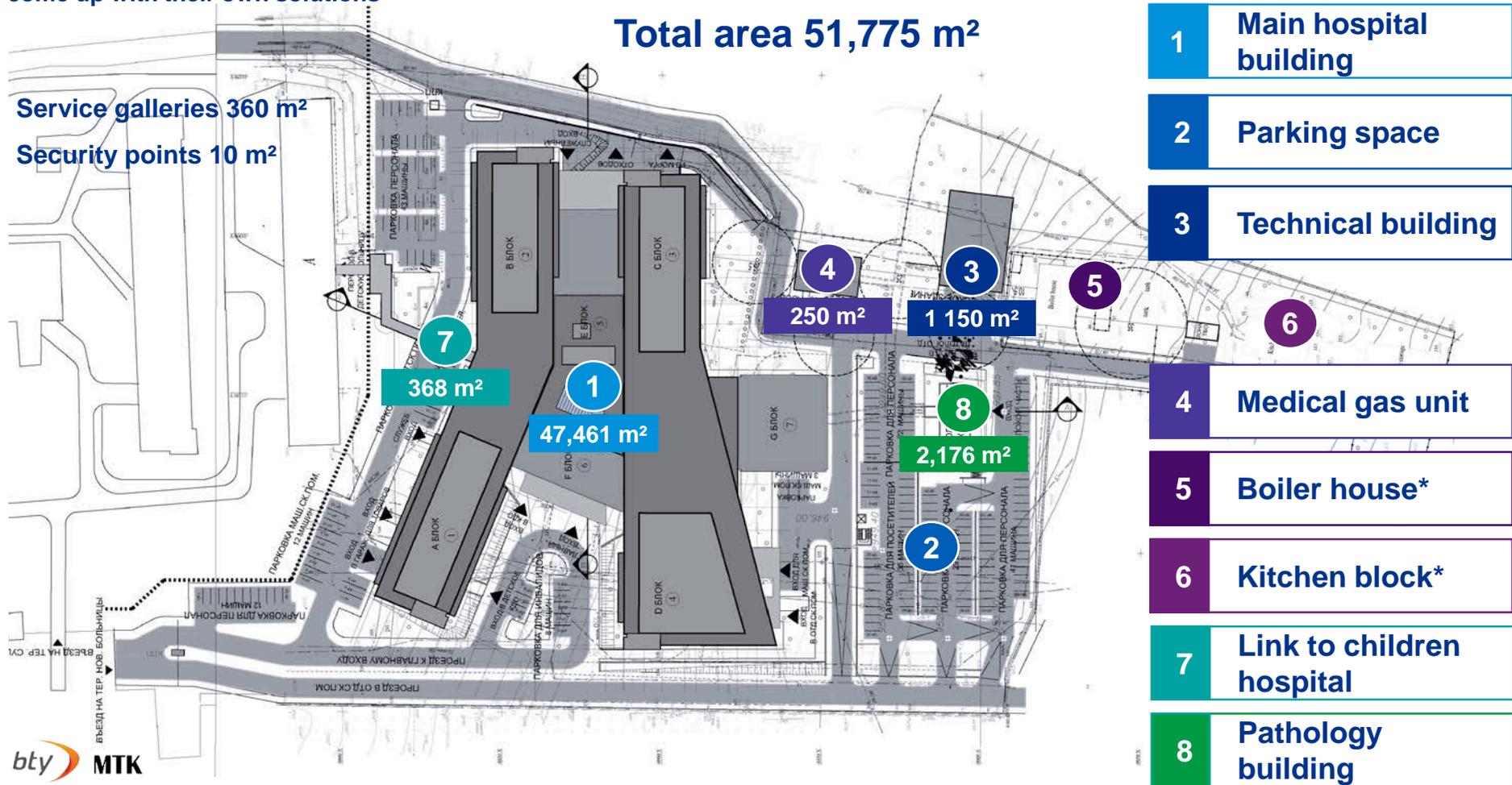
Master plan of the Project

The Project structure implies an output-based tender. The presented technical solutions are indicative. Bidders are encouraged to come up with their own solutions

Total area 51,775 m²

Service galleries 360 m²

Security points 10 m²



*Currently existing and serving the existing Children's Hospital.

Technical overview of the Project

Inpatient units with beds

Unit	1-bed ward	Ward for disabled	Ward for patients with burns	2-bed ward	Total wards	Total beds
ENT and Maxillofacial surgery	3	2		10	15	25
Interventional Cardiology	2	1		6	9	15
Cardiology	1	1		14	16	30
Vascular surgery	1	1		4	6	10
Surgery- Proctology	2	8		10	20	30
Gynecology	3	1		8	12	20
Pulmonology	2	2		8	12	20
Nephrology	4	2		7	13	20
Traumatology	2	2	2	12	18	30
Orthopedics	2	2		3	7	10
Neurosurgery	1	1		4	6	10
Neurology	1	1		14	16	30
Ophthalmology	1	1		9	11	20
Rehabilitation	6	2		11	19	30
Total	31	27	2	120	180	300

Unit	Quantity of beds
Main beds	300
ICU	6
Anaesthesiology & Reanimation	18
Day hospital	15
Recovery	12
Isolation room	1
Total	352

Source: BTY

Technical section of the Information Sheet (Business Plan)

Table of contents

- Design Brief
- Architectural Concept Drawings and Output Specifications
- Structural Output Specifications
- MEP Output Specifications
- Fixed Furniture and Medical Equipment List and Specifications
- Operational and Service Requirements (KPIs)
- Construction and ESHS Considerations
- Planned Technical Innovations
- Commercial Areas
- CAPEX and OPEX Approach
- Other Annexes



Access to the Hospital

Access to the Hospital

Entrances of the Main Hospital Building

- Two emergency entrances:
 - ambulance entrance
 - ambulant entrance
- Main entrance for patients, medical staff and visitors
- Polyclinic entrance
- Children polyclinics entrance
- Goods entrance
- Entrance via enclosed connection with existing Children's Hospital
- Staff entrance
- Service entrances/exits
 - service entrance
 - waste exit
 - morgue exit

Car parks

- General parking for 207 spaces – 118 spaces for the staff, 48 spaces for visitors, 22 places for ambulance and 19 places for disabled people

Main entrance



Entrance for ambulance



Technical overview of the Project

Technical overview



Design

- Architectural concept was developed with the guidance of the international and local standards to blend the best applicable aspects
- Concessionaire can provide his own design proposal for which they will be responsible for gaining permit revisions if these are needed
- At the current stage of the Project, a local feasibility study is being developed



Construction

- Obtaining necessary permits for demolishing of existing old facilities and rerouting of existing infrastructure (roads, electricity, gas, sewerage and water network). The Grantor will assist the Concessionaire to obtain required permits from local authorities
- Demolition of existing obsolete facilities is the obligation of the Concessionaire
- Replacement of existing transformer station to the Children Hospital's land plot and building of a transformer station for the new hospital
- Building construction works



Operation and maintenance

- The Hospital must be accessible for visiting during the entire operational phase
- During the operational phase, the Concessionaire will provide Facility Management Services, which includes maintenance of the building and medical equipment



Handback procedure

- Preliminary Inspection of the Facilities by the Grantor
- A Maintenance Reserve Account (MRA) mechanism shall be in place to ascertain handback requirements are met

38 months is the assumed period for construction of the hospital (including 12 months for design, permits and approvals)

Monthly distribution of the Project Cost, %



Environmental and social impact assessment

Environmental and social impact



Geology and soil



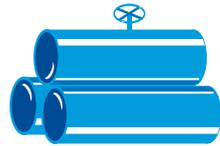
Noise / vibrations



Waste



Air emissions



Water resources



Flora and fauna

Further assessment

Potential issues that will require additional assessments and well-planned preventive measures:

- Close proximity to residents (well planned noise, air quality and traffic management requirements)
- Demolishment of the existing unused buildings
- Tree cutting and replanting
- Traffic impact during the construction and operation
- Access road or expansion of the existing road
- Development of shared infrastructure such as natural gas, water and sewage pipelines may be required by the City. The City should do these works, otherwise Concessionaire will be compensated

Environmental and social legislation

The main legislation concerning Environmental Impact Assessment (EIA) in Kazakhstan is the Environmental Code (No. 212). Per the Environment Code, EIA is mandatory for all types of economic and other activities that may have direct or indirect impacts on the environment and public health

The Projects must comply with the following legislative requirements and international standards:

- EU Environmental and Social legislation
- Environmental and Social Policy of one of the international financial development institution
- International conventions and protocols
- Other international standards and guidance

Facility management services

Concessionaire services during concession period

Hard Facility Management Services	 Medical equipment maintenance
	 Building and Land services
	 Furnishing services
	 Extraordinary maintenance services
	 Grounds and garden maintenance service
Soft Facility Management Services	 Hospital information management system (HIMS)
	 Cleaning services
	 Reception (registration) and Helpdesk services
	 Linen and Laundry services

Source: BTY

Features of services



Listed facility management services are chosen as the “best practice” according to international and local practices



Timely provision of the services and proper compliance with technical requirements will lead to provision of high quality medical services and higher effectiveness in maintenance of technical facilities, etc.

Strategy



The Concessionaire must hire a sufficient number of qualified (competent, professional) personnel to ensure the continuous provision of the services, which in all respects complies with the technical specifications



The Concessionaire should assist the Grantor in the further development of the Grantor's practice by providing information, as well as reviewing and agreeing the relevant procedures in connection with the provision of the services



The Concessionaire should act in the best interests of the Functional Operator and the Grantor to ensure the proper technical functioning of the Object in accordance with good medical practice and in strict accordance with the legislation of the Republic of Kazakhstan



Financial structure

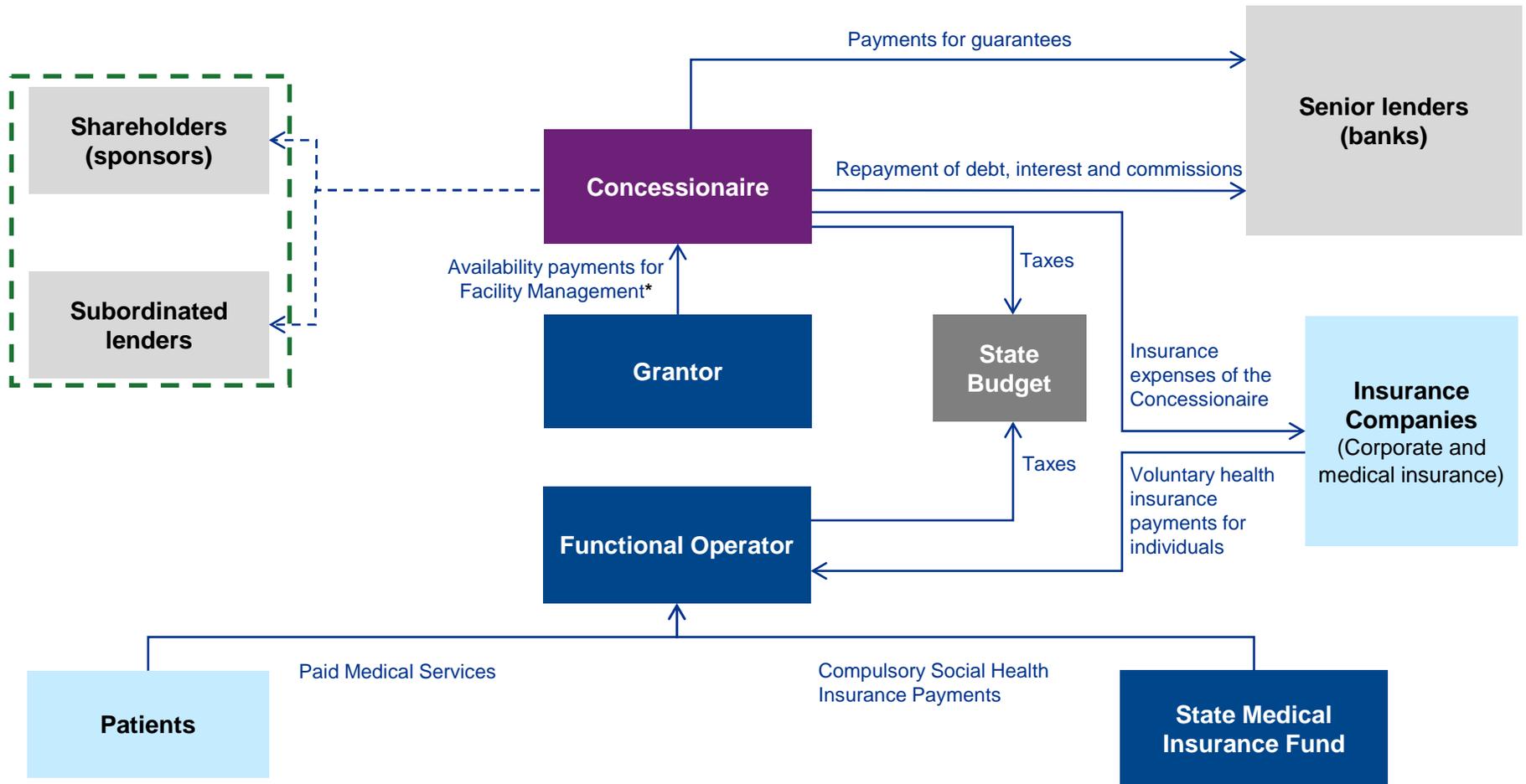
In this section:

1. Financial structure of the Project
2. Base case assumptions
3. Payment mechanism
4. Deduction mechanism
5. Capital expenditures
6. Operating expenses
7. Risk allocation



Arman Akhanov
Project Team Leader
Director, Deal Advisory,
KPMG

Financial structure of the Project



*Availability payment is paid out by the Ministry of Finance at the request of the Grantor

Base case assumptions

Financial structure is subject to negotiations at the 2nd stage of the tender

Financing assumptions



Financing structure

Debt – 80%
Equity – 20%



Currency

It's assumed that the senior debt will be attracted in local currency (KZT), though bidders can propose other options



Financing terms

The period of loan disbursement is equal to ~15 years. The repayment period should not exceed the concession period

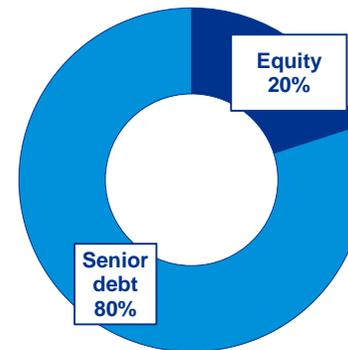


Debt service

Repayment of principal debt and interest for senior debt begins at the same time with receipt of availability payments

Financing terms

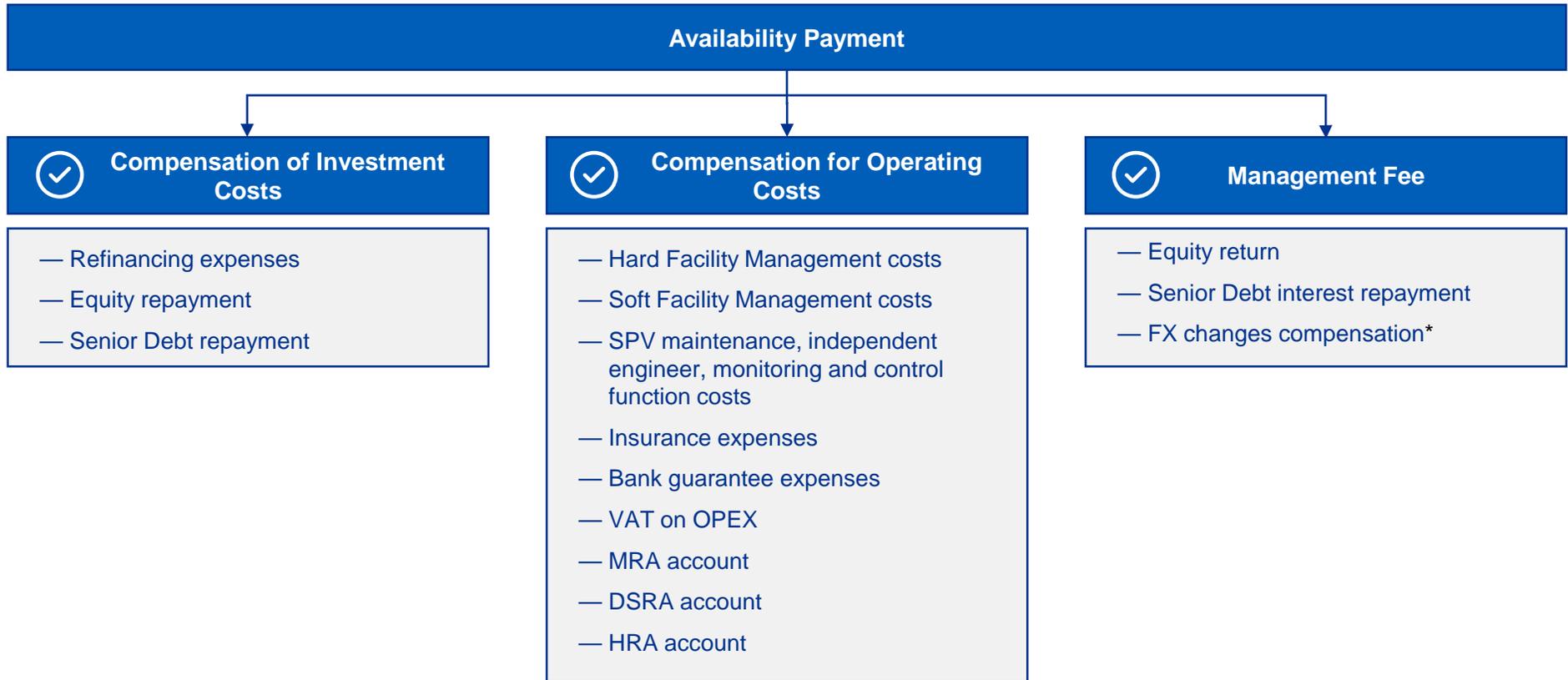
Financing sources



Senior debt terms:

- 3 years for construction period
- Planned refinance for the next 12 years
- Bidders are free to propose other options

Payment mechanism (1/2)



• The Concessionaire will receive compensation for currency risk (capital expenditures and operating costs) for the foreign exchange rate fluctuations outside of +/- 5%-corridor from the base foreign exchange rate forecast. Some goods are assumed to be imported, i.e. incurred in hard currency

Payment mechanism (2/2)

Availability payment terms

Availability payments are linked to Project's KPIs through deduction mechanism

Availability payments will be paid to the Concessionaire on a quarterly basis starting from the operational phase until the end of the Concession period

The Concessionaire will have an opportunity for additional revenue from non-core services (lease of free space for pharmacy, catering, etc.)

The final terms of the payment mechanism is subject to negotiations with the preferred bidder

Availability payments will be subject to indexation according to official inflation and adjusted for any fluctuations in FX forecast rate outside of (+/-) 5% corridor (applied to equity and debt in foreign currency)

Availability payment structure

	Share, %
Compensation for Investment costs	~ 25%
Compensation for Operating costs	~ 35%
Management Fee	~ 40%

Bidders are free to propose other options

$$FX \text{ compensation} = (Debt + Equity) * FX_{(fact)} / FX_{(forecast)}$$

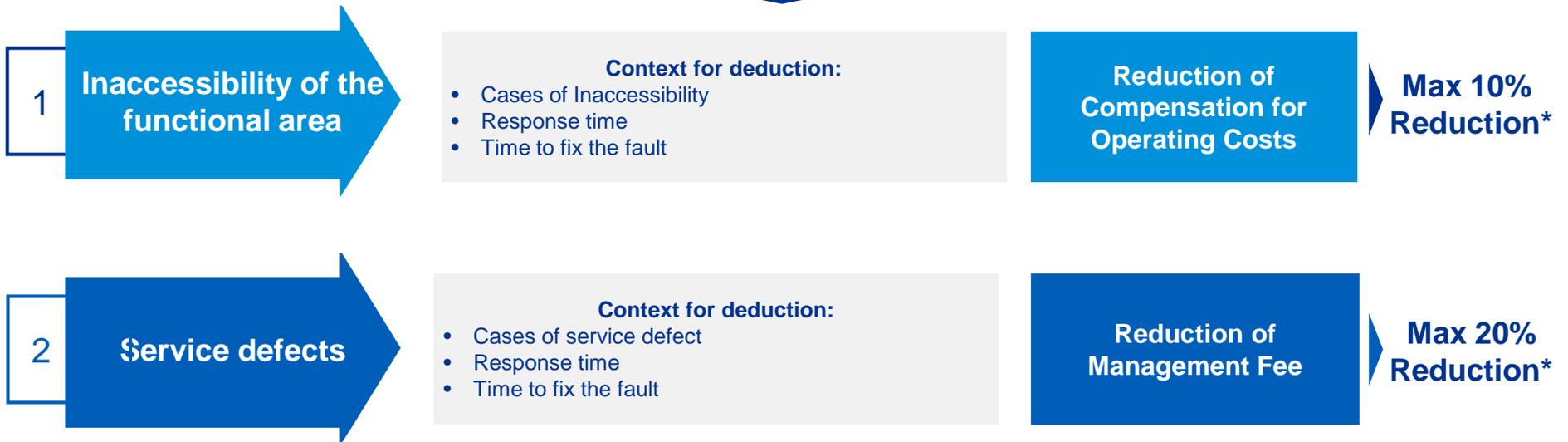
$$\text{If } 0,95 \leq FX_{(fact)} / FX_{(forecast)} \leq 1,05, \text{ Ratio} = 1$$

Deduction mechanism

Deductions of availability payments

In the event the Concessionaire fails to meet the maintenance requirements set out in the Concession Agreement, the availability payment will be adjusted by penalty according to the deduction mechanism

Components of penalty accrual:



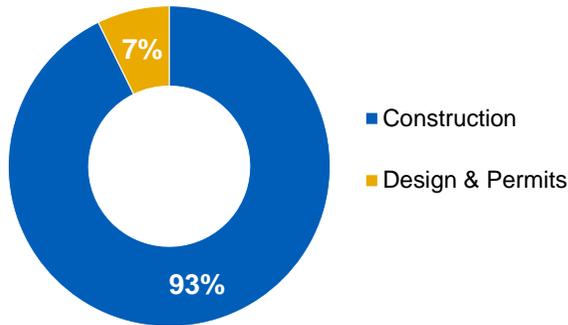
*Deduction is applied to Compensation for Operating Costs and Management Fee respectively

Capital expenditures

CAPEX structure

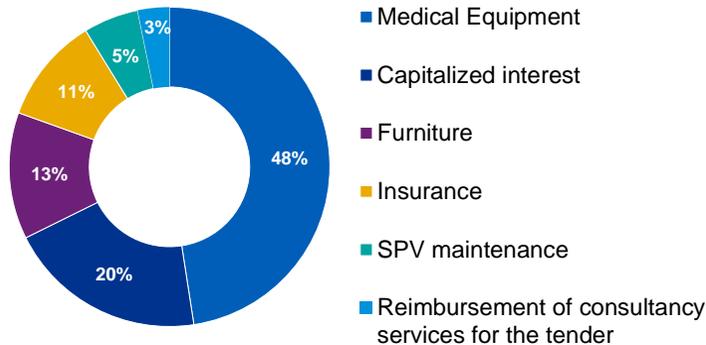
~55%

Construction cost (without VAT)



~45%

Other expenses (without VAT)

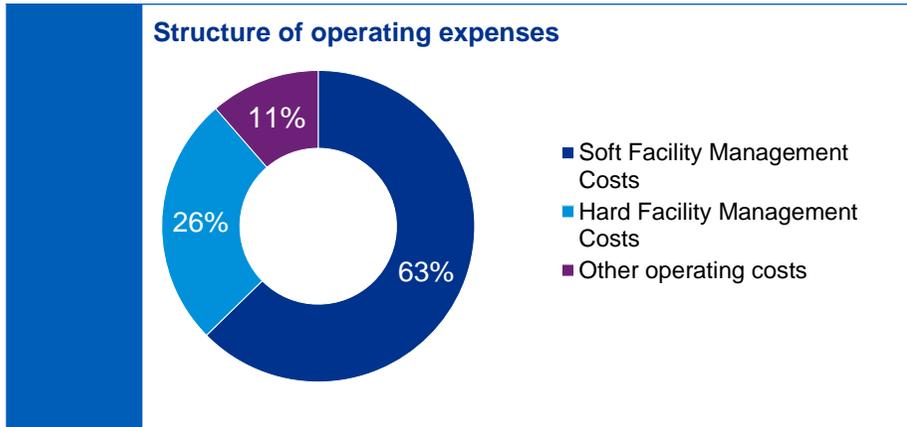


Project cost (in 2020 prices)

~90 mln EUR

- Insurance expenses during construction:
 - property insurances
 - civil liability insurance
- It is assumed that medical equipment will be replaced, in average every 7 years, during the operational phase
- Bank guarantees:
 - bank guarantee at the bidding stage
 - bank guarantee for the Conditions Precedents
 - bank guarantee during construction
- Project cost should be specified after finalization of a local feasibility study and is subject to negotiations at the 2nd stage of the tender

Operating expenses



Other operating expenses

- Independent engineer, monitoring and control function, SPV maintenance
- General and liability insurance
- Bank guarantee during the operational stage till the end of the Concession Agreement

Annual average operating expenses (in 2020 prices)

~ 2.5 mln EUR

Excluding the lifecycle costs and replacement of the medical equipment

Risk allocation

Risk Category	Concession Agreement		
	Concessionaire	Grantor	Shared
Political		✓	
Project Site/ Land		✓	
Design	✓*		
Construction	✓		
Demand		✓	
Operation / Maintenance	✓		
Financing / Refinancing	✓		
Changes in interest rates after financial close	✓		
Inflation during operation		✓	
Currency			✓
Discriminatory changes in legislation and taxes		✓	
Natural Force Majeure			✓
Early Termination (Grantor's fault)		✓	
Early Termination (Concessionaire's fault)	✓		

*Local feasibility study will be prepared by the Grantor



Procurement process

In this section:

1. Procurement process



Raushana Chaltabayeva
Partner
Unicast Law Firm

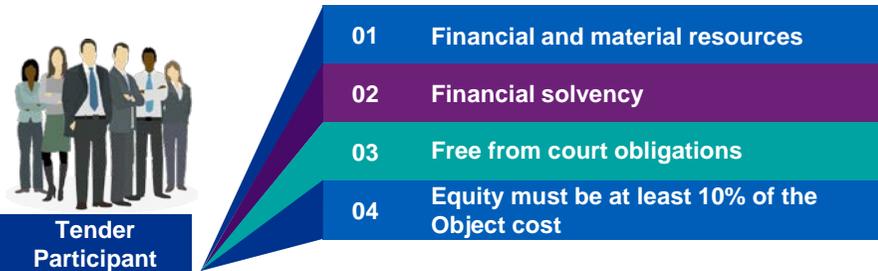
Procurement process (1/2)

Two-stage tender process

1st stage

Prequalification

At this stage, Tender Documentation and Technical specifications will be available for tender participants. Consultations with the Tender Organizer will be provided. Tender participants must meet the following criteria:



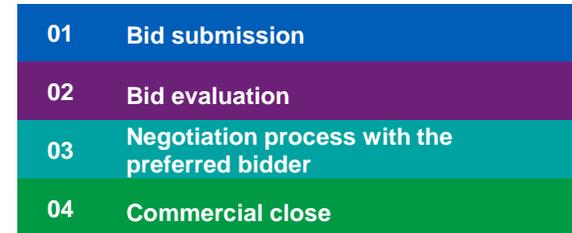
Documents to be submitted by tender participants:

- Documents confirming the presence of bank balance, ownership rights and the cost of real estate and movable property
- Audited financial statements for 2 (two) previous financial years
- Letter of guarantee of the potential Concessionaire about his solvency
- For consortium - a notarized copy of the joint venture agreement, etc.

2nd stage

Selection of the preferred bidder

1. A local feasibility study might be prepared and approved before the 2nd stage of the tender. Tender Documentation might be amended in accordance with this local feasibility study. During the 2nd stage of the tender discussions will be held with preferred bidders. Shortlisted are encouraged to develop their own feasibility studies
2. Once shortlisted, tender participants will be requested to submit their bids. Bidders can get consultations from Tender Organizers
3. Tender Committee evaluates bids
4. Once the preferred bidder is identified, negotiation process is conducted until Commercial close

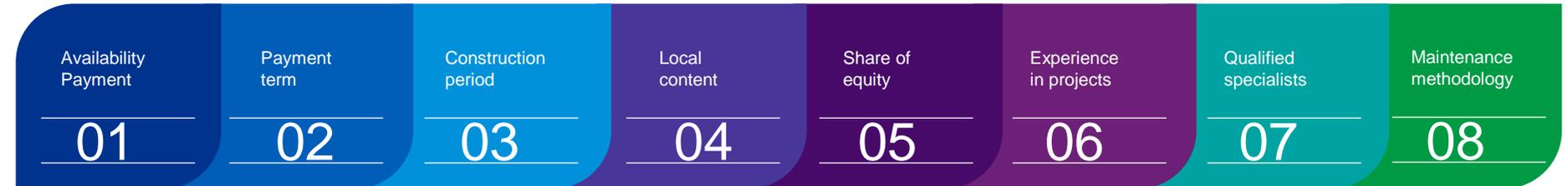


Procurement process (2/2)

2nd stage

Bid evaluation criteria

Bidders experience in similar projects



Criteria ID	Description	Evaluation method
01	Less requested availability payment amount – higher score	Score
02	Availability Payment's term is equal to the operation period	Pass / No pass
03	Construction period is less or equal to 38 months	Score
04	Local content in purchased services is at least 60%	Score
05	Share of equity in project financing	Score
06	Bidders experience in projects	Pass / No pass
07	Qualified technical specialists	Pass / No pass
08	Availability of maintenance methodology	Pass / No pass

- Experience in a long-term healthcare projects (more than 5 years), including PPPs/Project finance.
Participated in either: (i) one relevant project with the total cost of not less than KZT 30 bln; or (ii) two or more relevant projects with each not less than KZT 6 bln
- Experience in a project for design and construction of at least two healthcare facilities with a total area of at least 10,000 square meters for each
- Experience in at least two healthcare projects with a total cost of medical equipment of at least KZT 10 bln
- Experience in the design and construction of at least two facilities including linear infrastructure assets with a length of at least 10,000 square meters per facility with a total cost of construction and installation work of at least KZT 6 bln or a total revenue of at least KZT 30 bln over the past 3 years