



**EMBASSY
OF THE KYRGYZ REPUBLIC**

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The Embassy of the Kyrgyz Republic to the Republic of Turkey presents its compliments to the Ministry of Foreign Affairs of the Republic of Turkey and has the honor to inform that the Ministry of Economy of the Kyrgyz Republic announces a tender for the public-private partnership project "Reconstruction of the "Issyk-Kul" hotel-shopping complex under the Property Management Department of the President and the Government of the Kyrgyz Republic" in the city of Bishkek.

The project provides for the reconstruction of the "Issyk-Kul" hotel-shopping complex to provide hotel and other related services by attracting private investments within the framework of public-private partnership.

The rules of the tender and the tender documentation is available on the official website of the Property Management Department of the President and the Government of the Kyrgyz Republic (www.ud.gov.kg) and Ministry of Economy of the Kyrgyz Republic (www.mineconomy.gov.kg).

**THE MINISTRY OF FOREIGN AFFAIRS
OF THE REPUBLIC OF TURKEY
ANKARA**

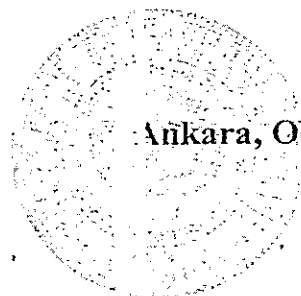
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Application forms with attachment of necessary documents must be submitted to the Ministry of Economy of the Kyrgyz Republic not later than November 6 2017. Detailed information available on the following address: 114, Chuy Prospect, Bishkek, room 433. Persons in charge: N.O.JUMAGAZIEV, tel.: +996-312-622480, mobile: +996-558-183-535 and G.A.KARASARTOVA, mobile number: +996-555-773-678.

The Embassy avails itself of this opportunity to renew to the Ministry the assurances of its highest consideration.

Enclosure: 23 pages.



Ankara, October "6" 2017

APPROVED

By the Order of the Ministry of Finance of the
Kyrgyz Republic dated "21" September 2017

No. 126-П

By the Order of the State Enterprise "Issyk-Kul"
Hotel - Shopping Complex" under the Property
Management Department of the President and the
Government of the Kyrgyz Republic dated

"4" August 2017 No. П-18

TENDER DOCUMENTATION

For the public-private partnership project "Reconstruction of the "Issyk-Kul" hotel-shopping complex in
the city of Bishkek"

Public partner: SE "Issyk-Kul" hotel-shopping complex" under the Property Management Department of
the President and the Government of the Kyrgyz Republic

INTRODUCTION

The public-private partnership project "Reconstruction of the "Issyk-Kul" hotel-shopping complex in the city of Bishkek" has been initiated by the State Enterprise "Issyk-Kul" hotel-shopping complex" under the Property Management Department of the President and the Government of the Kyrgyz Republic in accordance with the order of State Enterprise "Issyk-Kul" hotel-shopping complex" under the Property Management Department of the President and the Government of the Kyrgyz Republic "On initiation of the public-private partnership project for the reconstruction of the "Issyk-Kul" hotel-shopping complex in city of Bishkek" and the order of the Ministry of economy of the Kyrgyz Republic No. 132 dated June 14, 2017 on approval of the PPP Project.

The Property Management Department of the President and the Government of the Kyrgyz Republic acting as the founder of the State Enterprise "Issyk-Kul" hotel-shopping complex" under the Property Management Department of the President and the Government of the Kyrgyz Republic has engaged the specialists for the development of the public-private partnership project for reconstruction of the "Issyk-Kul" hotel and shopping complex.

The purpose of the present Tender documentation is to provide general information regarding the PPP Project, state support to be provided to the Private Partner, risk-sharing terms and conditions, proposed financing arrangements and draft PPP Agreement.

The capitalized words and expressions used in the text of the present Tender documentation shall have the meaning described in the section "Terms and Definitions" of the Tender Rules for the PPP Project. Reference to any document shall mean reference to such document as amended and supplemented, as well as reference to its annexes.

NON-LIABILITY CLAUSE

This Tender documentation is provided by the "Issyk-Kul" hotel-shopping complex" under the Property Management Department of the President and the Government of the Kyrgyz Republic exclusively for the use by the Parties concerned and/or by the Tenderers during preparation and submission of the Applications for prequalification and Tender proposals for participation in the Tender for the PPP Project.

The State Enterprise "Issyk-Kul" hotel-shopping complex" under the Property Management Department of the President and the Government of the Kyrgyz Republic, and its respective consultants or advisers:

- a. make no any representations or warranties (express or implied) regarding the accuracy or completeness of the information contained in this document or in any other document provided to the Parties Concerned and/or Tenderers in connection with the Tender;
- b. bear no responsibility for the present Tender documentation, PPP Project or other written or oral message transmitted to the Parties Concerned and/or Tenderer in connection with the Tender or PPP Project evaluation; or
- c. bear no responsibility for payment of reimbursement or compensation to the Tenderers for any costs or expenses incurred by the Party Concerned and/or the Tenderer during or as a result of the evaluation or action under this Tender documentation or any document in connection with the Tender, PPP Project or otherwise.

This Tender documentation includes statements that reflect various assumptions and estimates obtained by the State Enterprise «Issyk-Kul» hotel-shopping complex» under the Property Management Department of the President and the Government of the Kyrgyz Republic regarding the PPP Project. Such assumptions, estimates and statements may not contain all the information that may be required for each Party Concerned and/or Tenderer. The assumptions, estimates, statements and information contained in this Tender documentation may be incomplete, inaccurate, inappropriate or incorrect. It is recommended to each Party Concerned and/or Tenderer to conduct their own examination and analysis and to verify the accuracy, adequacy, correctness, reliability and completeness of the assumptions, estimates, statements and information contained in the present Tender documentation and to obtain independent consultancy from the appropriate sources.

The information provided in the present Tender documentation for the Parties Concerned and/or Tenderers is not exhaustive in terms of the requirements of the legislation and should not be considered as complete or indisputable.

Publication of this Tender documentation does not mean that the State Enterprise «Issyk-Kul» hotel-shopping complex» under the Property Management Department of the President and the Government of the Kyrgyz Republic/the Tender Committee is obliged to select any Tenderer under the PPP Project or to make deal with any Successful Tenderer, and the State Enterprise «Issyk-Kul» hotel-shopping complex» under the Property Management Department of the President and the Government of the Kyrgyz Republic/the Tender Committee reserves the right to refuse any or all Tenderers or to reject any or all Tender Proposals under the PPP Project.

Section 1. PPP PROJECT INFORMATION

1.1. General description of the PPP Project

Key information about the PPP Project	
Name of the PPP Project:	“Reconstruction of the “Issyk-Kul” hotel-shopping complex” in the city of Bishkek”
Public partner:	The State Enterprise «Issyk-Kul» hotel-shopping complex» under the Property Management Department of the President and the Government of the Kyrgyz Republic
Brief description of the PPP project:	The State Enterprise «Issyk-Kul» hotel-shopping complex» under the Property Management Department of the President and the Government of the Kyrgyz Republic has initiated the PPP Project in accordance with the order dated "24" April 2017 No.П-17 "On the reconstruction of the "Issyk-Kul" hotel-shopping complex in the city of Bishkek".
Objectives and expected results of the PPP project	Implementation of the PPP Project is aimed at protocol and ceremonial servicing official visits, meetings and receptions of the foreign delegations of official and state level and providing hotel and other related services.
Subject matter of the PPP Agreement:	Reconstruction of the "Issyk-Kul" hotel-shopping complex and construction of new complexes in order to provide hotel and other related services as stipulated in the PPP Agreement.
Validity period of the PPP Agreement:	To be determined by the competition outcomes, but not more than 40 (forty) years, depending on the implementation of the PPP Project stages.
Licenses and permits:	Licenses (including certificate of attestation, accreditation or registration) and all other permits required to the Private partner, and its personnel for the implementation of the PPP Project, as stipulated in the PPP Agreement.
Premises and/or land plot for the implementation of the PPP project:	The PPP Project stipulates granting the right to use the property complex of the "Issyk-Kul" hotel-shopping complex, including the building consisting of 8 floors and catering unit with total floor area of 12900 square meters and a 3.64-hectare land plot for the entire validity period of the PPP Agreement, including by contributing the value of the right of use to the authorized capital of the project company.

1.2. Description of the proposed financing arrangements

1.2.1. The financing of all and any costs and expenses arising in connection with the preparation and implementation of the PPP Project shall be carried out at the expense of its own and/or borrowed funds of the Private Partner in the manner, in the amount and under the terms and conditions stipulated in the PPP Agreement.

1.3. Risk allocation terms and conditions and procedure

1.3.1. All risks associated with the PPP Project implementation, including the risk control and management shall be fully transferred to the Public Partner.

1.4. Public support

1.4.1. The Public partner will provide to the Private partner the following types of the public support (as defined in the Law on PPP) in the manner and under the terms and conditions stipulated in the PPP Agreement:

- a. granting the right to use the property complex of the "Issyk-Kul" hotel-shopping complex, including the building consisting of 8 floors and catering unit with total floor area of 12900 square meters and a 3.64-hectare land plot for the entire validity period of the PPP Agreement, including by contributing the value of the right of use to the authorized capital of the project company;
- b. providing assistance to the Private partner in obtaining any applicable permits by the Private partner, as stipulated in the PPP Agreement;
- b. providing assistance (within the powers of the Public partner) in obtaining preferences and/or respites and/or installment of date for payment of taxes in accordance with the legislation of the Kyrgyz Republic;
- g. providing assistance (within the powers of the Public partner) in obtaining preferences and/or respites and/or installment of date for making customs payments in accordance with the legislation of the Kyrgyz Republic.
- d. providing assistance (within the powers of the Public partner) in ensuring guaranteed flow of guests represented by the official delegations of other states who are visiting the Kyrgyz Republic within the framework of various visits, as well as holding of the state protocol events, servicing other public authorities during official meetings, receptions, summits and other public events.

Section 2. TENDER

2.1. The Tender conditions and procedure

The Tender will consist of 3 (three) stages:

(i) *Prequalification.* At this stage the Tender Committee will carry out only the collection and evaluation of the Applications for pre-qualification. The requirements to the Application for pre-qualification and qualification requirements to the Tenderers, the pre-qualification procedure and dates are stipulated by the Section 3 of the Tender Rules.

(ii) *Selection of Successful Tenderer.* At this stage the Tender Committee will carry out only the collection and evaluation of the Tender proposals of the pre-qualified Tenderers. Requirements to the Technical proposal, including minimum requirements to the PPP Project, requirements to the Financial Proposal, evaluation procedure and criteria and the timing of the Successful Tenderer selection are stipulated by the Section 4 and Section 5 of the Tender Rules.

(iii) *Conclusion of the PPP Agreement* is the final stage of the Tender. The procedure and timeframes for conclusion of the PPP Agreement(s) are stipulated by the Section 6 of the Tender Rules.

Section 3. PROCEDURE FOR CLARIFICATION, AMENDMENT AND ADDENDUM OF TENDER DOCUMENTATION

3.1. Procedure for clarification of the Tender documentation

Any Party Concerned or Tenderer may apply to the Tender Committee for clarification of the provisions of the Tender documentation by sending a written inquiry. The procedure and timeframes for providing clarifications by the Tender Committee for the Tender documentation, as well as provisions concerning the holding of a conference/meeting for the prequalified Tenderers in order to discuss their questions and comments to the Tender documentation and the Tender Rules, to provide amendments and additions to the draft PPP Agreement by the prequalified Tenderers are specified in paragraphs 1.3-1.4 of the Tender Rules.

3.2. Procedure for making amendments and additions to the Tender documentation

The Tender Committee may take a decision to make amendments and additions to the present Tender documentation. The procedure and timeframes for making amendments and additions to the Tender documentation are specified in paragraph 1.4 of the Tender Rules.

Annex 6. Power of Attorney to Authorized Representative of the Tenderer

Power of Attorney to Authorized Representative of the Tenderer

[TO BE EXECUTED ON TENDERER'S OFFICIAL LETTERHEAD]

[DATE AND PLACE OF ISSUE OF THE POWER OF ATTORNEY]

POWER OF ATTORNEY⁶

We [TENDERER'S NAME AND LEGAL ADDRESS] (hereinafter - «Beneficiary») represented by [FULL NAME AND POSITION OF AUTHORIZED PERSON] do hereby constitute, appoint and authorize:

[REPRESENTATIVE'S FULL NAME], [CITIZENSHIP], [DATE OF BIRTH], owner of [TYPE AND DATA ON REPRESENTATIVE'S ID (for example, PASSPORT)], living at the following address: [RESIDENCE ADDRESS],

as our actual and lawful representative (hereinafter - «Representative»), to do in our name and on our behalf, all such acts and deals necessary or required in connection with submission of our Pre-Selection Application and the Tender Proposal(-s) for participation in the "Reconstruction of the "Issyk-Kul" hotel and trade complex in Bishkek" Public-Private Partnership project (hereinafter - «PPP Project»), in accordance with the Tender Regulations and the Tender Documentation issued by the Public Partner, including:

- (i) signing and submission of the Pre-Selection Application and the Tender Proposal (-s), including their withdrawal, as well as other documents, written or oral clarifications and comments connected with the Tender process;
- (ii) participating in conferences/meetings organized for Tenderers (in case if the Beneficiary's Pre-Selection Application is successful, and he (she) is invited to the conference by the Tender Commission), as well as giving information/responses to the Tender Commission/Public Partner;
- (iii) representing the Beneficiary in cooperation with the Tender Commission/Public Partner;
- (iv) conducting negotiations with the Public Partner according to the requirements of The PPP Agreement;
- (v) collaborating with the Tender Commission/Public Partner in all the issues connected with or concerning to, or arising from the Pre-Selection Application and the Tender Proposal (-s) for PPP Project and/or after selection of the Beneficiary and/or before concluding the PPP Agreement with the Public Partner.

⁶ The given sample of Power of Attorney is for convenience only. Tenderers are able to revise it if necessary.

The Beneficiary hereby acknowledges that all the acts, deeds and things done by the Representative lawfully, in accordance with and by virtue of the authority delivered through this Power of Attorney, shall be deemed to have been done by the Beneficiary.

The Power of Attorney is valid until [DATE]. The Power of Attorney will terminate if the Pre-Selection Application or any Tender Proposal is withdrawn or declined, or the PPP Agreement is to be concluded with other Tenderer.

The authority pursuant to this Power of Attorney cannot be transferred to another person.

All terms that are not defined in this Power of Attorney have the same meanings as those given in the Tender Regulations.

IN WITNESS WHEREOF, THE BENEFICIARY HAS EXECUTED THIS POWER OF ATTORNEY THIS ___ DAY [DATE].

Signed by [TENDERER'S NAME] [FULL NAME,
POSITION]
[Signature]

[Stamp (if available) ⁷]

⁷ In case if the Tenderer does not have an appropriate stamp, the Power of Attorney shall be notarized and legally attested/legalized.

QUALIFICATION CONFIRMATION LETTER

[TO BE EXECUTED ON TENDERER'S OFFICIAL LETTERHEAD]

Annex [NUMBER OF ANNEX] to the Application

To: Tender Commission

From: [TENDERER]

Qualification confirmation

[TENDERER] declares and guarantees the Public Partner and the Tender Commission that [TENDERER] has:

- A. Experience in realization of investment projects, including hotel business (desirable).
Below is a short description of the experience.
[DESCRIPTION OF THE EXPERIENCE]
- B. Experience in maintenance and management of the hotel business (desirable). Below is a short description of the experience.
[DESCRIPTION OF THE EXPERIENCE]
- ^ See the attached documents confirming the experience in realization of investment projects, including hotel business.
[LIST OF THE DOCUMENTS ATTACHED];
- ^ See the attached documents confirming the experience in maintenance and management of the hotel business.
[LIST OF THE DOCUMENTS ATTACHED];

Full Name and signature of the Tenderer's authorized representative

[Stamp of the legal entity, if available]

Respectfully,

Annex 8. The Tenderer's confirmation of Net Worth

[LETTERHEAD OF THE AUDIT COMPANY]

Annex [NUMBER OF ANNEX] to the Pre-Selection Application

Date: _____

To: Tender Commission

From: [NAME OF THE AUDIT COMPANY/AUDITOR]

Re: The Tenderer's confirmation of net worth (hereinafter – "NW")

[NAME OF THE AUDIT COMPANY/AUDITOR] declares and guarantees the Public Partner and the Tender Commission that [TENDERER'S NAME] has annual NW amounting to [WORTH in US dollars] for the last fiscal year, preceding the deadline for submitting the Pre-Selection Applications.

See the attached documents confirming NW of the Tenderer.
[LIST OF THE DOCUMENTS ATTACHED]

If you have any questions, please contact [FULL NAME, PHONE NUMBER AND E-MAIL].

Respectfully,

Full name and signature of the authorized representative of the audit company/auditor [NAME]

[STAMP, if available]

Annex 9. Guarantee form

[LETTERHEAD OF THE BANK]

BANK GUARANTEE [DATE, PLACE]

The present Bank Guarantee (hereinafter - "Guarantee") was prepared in [PLACE] [DATE] [NAME OF THE BANK] by the head office/registered office located at [ADDRESS] (hereinafter - "Guarantor") for the "Issyk-Kul hotel and trade complex" State enterprise under the Administrative Department of the President and the Government of the Kyrgyz Republic [ADDRESS] (hereinafter - "Beneficiary") regarding participation of [NAME AND LEGAL ADDRESS OF THE TENDERER] (hereinafter - "Tenderer") in a tender for the "Reconstruction of the "Issyk-Kul" hotel and trade complex in Bishkek" Public-Private Partnership project (hereinafter - «PPP Project»).

As required in the Tender Regulations prepared by the Beneficiary [DATE], to participate in the tender, the Tenderer should provide the Guarantee for the amount of 40,000 (forty thousand) US dollars.

Therefore, the Guarantor, committed to acting as a primary party, hereby undertakes to irrevocably and on demand from the Beneficiary pay to the Beneficiary the requested sum or sums in a total amount not exceeding 40,000 (forty thousand) US dollars, in accordance with the following conditions:

a. Pursuant to paragraphs (f) and (g) listed below, the Guarantor shall effect payment of the amount required, in total not exceeding the upper-mentioned maximum amount, by transfer to the Beneficiary's bank account from any bank of the Kyrgyz Republic or by any other means, clearly agreed with the Beneficiary, within 5 (five) days of receipt of a written demand from the Beneficiary, which establishes that the present Guarantee has been claimed, on condition if it relates the requirements in paragraphs (f) and (g) below.

b. The Guarantor shall unconditionally and unrestrictedly comply with any Beneficiary's demand regarding the claim and the amount to be paid according to the present Guarantee. All payments under this Guarantee shall be made by the Guarantor without any reference to the Tenderer or other person and even regardless the Tenderer's objection to the admissibility of the Beneficiary's claim, on condition if it relates the requirements in paragraphs (f) and (g) below.

The present Guarantee is in full force and valid during 210 (two hundred and ten) days from the deadline for submission of bids. The validity may be extended by mutual consent of both Public and Private partners, and it becomes invalid in case if the submitted tender proposal is cancelled/withdrawn or the PPP Agreement is to be concluded with other Tenderer.

c. Any payment shall be made free and clear of any deductions, charges, fees, levies, taxes or withholdings of any nature.

d. The Guarantor Γ aparrassures and guarantees (i) that the Guarantor is eligible and has legal grounds to conclude and issue the present Guarantee, and (ii) that the undersigned person is duly authorized to sign and award the present Guarantee according to the mandate he or she has been charged with fulfilling, and (iii) that the Guarantor's commitments under the present Guarantee are valid, obligatory and enforceable since signing.

e.

- e. Any demand, notification or other information referring to the present Guarantee shall be (i) executed in written form and (ii) delivered personally or by courier, or by registered mail to the following addresses (or other addresses according to the present clause):

[ADDRESS]

All such demands, notifications or other informational documents become valid from the moment of (i) personal delivery or (ii) delivery by courier.

- f. The Guarantee ensures the fulfillment of the winner-Tenderer's obligation indicated in the PPP Agreement concluded with the Beneficiary according to the Tender Regulations (hereinafter - «Ensured Obligation»). The Guarantor shall reject the payment of sums required by the Beneficiary, if the Beneficiary's demand, in an amount according to the Guarantee, does not include a letter with description of the Ensured Obligation that has been violated by the Tenderer.

- g. This Guarantee shall be subject to the law of the Kyrgyz Republic. Any disputes arising out of or in connection with this Guarantee shall be subject to final judgment in accordance with the Rules of the International Chamber of Commerce or one or more arbitrators accredited in accordance with the Rules (hereinafter - «Arbitration»). The Arbitration venue is Bishkek, Kyrgyz Republic, the language of the Arbitration is Russian, applicable law – Legislation of the Kyrgyz Republic. The Arbitral judgment is final and binding on the Parties.

IN WITNESS WHEREOF, the Guarantor has signed the present Guarantee at the above mentioned date.

Signed and awarded by [NAME OF THE BANK] through Mr. (Mrs./Miss) [FULL NAME],
[POSITION]

Annex 10. Pre-Selection Applications Evaluation form and Instruction on its completion

Pre-Selection Applications Evaluation form and Instruction on its completion

Requirements for pre-selection of the Tenderers	Pre-Selection Application of Tenderer 1	Pre-Selection Application of Tenderer 2	Pre-Selection Application of Tenderer 3
<i>Requirement 1</i> –the Tenderer should be registered as a legal entity or as an individual entrepreneur			
<i>Requirement 2</i> –the Tenderer should not be under process of liquidation and/or in bankrupt			
<i>Requirement 3</i> - the Tenderer should not have debts on payment of taxes to the State budget of the Kyrgyz Republic, obligatory social benefit payments to the State Social Fund and/or similar debts in the country of registration or residence of the legal entity according to the legislation of the foreign country			
<i>Requirement 4</i> - the Tenderer should be experienced in implementation of investment projects, including hotel business (desirable)			
<i>Requirement 5</i> - the Tenderer should be experienced in maintaining and management in the sphere of the hotel business (desirable)			
<i>Requirement 6</i> - the Tenderer should have a minimum Net Worth in the amount of 30 million (thirty million) US dollars at the end of the previous fiscal year			
<i>Requirement 7</i> - the Tenderer should not be affiliated with other Tenderer, in other words, the Tenderer should not have director or indirect right for decision-making or to influence decision-making process held by other Tenderer, as well as act under an agreement (including oral agreement) or other deal, and, according to this, conceal the fact of being an official/stakeholder/interested party			
<i>Requirement 8</i> -the Tenderer should not be under criminal investigation related to fraud, corruption, collusion or money laundering at the date of submission of the Pre-Selection Application and for the last 3 (three) years before the submission of the Pre-Selection Application.			
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Requirements for pre-selection of the Tenderers	Pre-Selection Application of Tenderer 1	Pre-Selection Application of Tenderer 2	Pre-Selection Application of Tenderer 3
<p><i>Requirement 9</i> -the Tenderer should not be included in the sanctions list of the Multilateral Development Banks, according to the Agreement for Mutual Enforcement and Debarment Decisions, signed on April,9, 2010 (www.crossdebarment.org), or in other sanctions lists approved by the UN Security Council and its Committees or any other internationally recognized sanctions lists; or the Tenderer should not participate in any other manner (directly or through subsidiary company) in actions inconsistent with the sanctions, approved by the UN Security Council and its Committees or by the Government of the Kyrgyz Republic</p>			
<p><i>Requirement 10</i> - the Tenderer should have on bank account surplus funds for investment in an amount equivalent to at least 5 million US dollars, which are not for use of the Tenderer until the PPP Agreement is concluded.</p>			
TOTAL:			

Instruction on completion of the Evaluation form

The Pre-Selection Applications Evaluation is a public selection process for the Members of the Tender Commission with regard to the following criteria:

Requirement 1 – the Tenderer should be registered as a legal entity or as an individual entrepreneur.

Requirement 2 – the Tenderer should not be under process of liquidation and/or in bankrupt.

Requirement 3 - the Tenderer should not have debts on payment of taxes to the State budget of the Kyrgyz Republic, obligatory social benefit payments to the State Social Fund and/or similar debts in the country of registration or residence of the legal entity according to the legislation of the foreign country.

Requirement 4 - the Tenderer should be experienced in implementation of investment projects, including hotel business (desirable).

Requirement 5 - the Tenderer should be experienced in maintaining and management in the sphere of the hotel business (desirable).

Requirement 6 - the Tenderer should have a minimum Net Worth in the amount of 30 million (thirty million) US dollars at the end of the previous fiscal year.

Requirement 7 - the Tenderer should not be affiliated with other Tenderer, in other words, the Tenderer should not have direct or indirect right for decision-making or to influence decision-making process held by other Tenderer, as well as act under an agreement (including oral agreement) or other deal, and, according to this, conceal the fact of being an official/stakeholder/interested party.

Requirement 8 - the Tenderer should not be under criminal investigation related to fraud, corruption, collusion or money laundering at the date of submission of the Pre-Selection Application and for the last 3 (three) years before the submission of the Pre-Selection Application.

Requirement 9 - the Tenderer should not be included in the sanctions list of the Multilateral Development Banks, according to the Agreement for Mutual Enforcement and Debarment Decisions, signed on April, 9, 2010 (www.crossdebarment.org), or in other sanctions lists approved by the UN Security Council and its Committees or any other internationally recognized sanctions lists; or the Tenderer should not participate in any other manner (directly or through subsidiary company) in actions inconsistent with the sanctions, approved by the UN Security Council and its Committees or by the Government of the Kyrgyz Republic.

Requirement 10 - the Tenderer should have on bank accounts surplus funds for investment in an amount equivalent to at least 5 million US dollars, which are not for use of the Tenderer until the PPP Agreement is concluded.

After the public voting, the Tender Commission completes the Evaluation form on each Pre-Selection Application, marking the latter "pass" or "fail".

A Tenderer with successful Pre-Selection Application, according to all the criteria mentioned above, is recognized as selected candidate, and he (or she) becomes eligible to participate in the next selection process aimed at finding the Winner of the Tender.

Annex II. Content Requirements for the Technical and Financial Proposals and the procedure of evaluation of the Proposals Content Requirements for the Technical and Financial Proposals and the procedure of evaluation of the Tender Proposals

Introduction

Minimum Requirements for the PPP Project. The participants successfully passed the pre-selection process should submit the Technical Proposals considering the minimum requirements and the following functional requirements for the Technical Proposal.

The procedure of evaluation of the Tender Proposals is conducted in accordance with the criteria specified in the Regulations. The Tender participants are obliged to provide the following minimum information. At the same time, the Tender participants should provide an additional information if necessary.

The Technical Proposal should be attached to the PPP Agreement, as it will be a constituent part of the PPP Agreement and will remain effective within the term of the PPP Agreement.

The Technical Proposal should not exceed 15 (fifteen) pages and should at least include the following parts:

- **Execution plan**

This plan should contain a detailed and feasible schedule of activity to be accepted in order to reconstruct the “Issyk-Kul” hotel and trade complex during the PPP Project. The execution plan should at least include the following information:

Mandatory:

PHASE 1.

Reconstruction of the existing building, building of new constructions and site improvement.

This phase implies complete renovation of the existing building, enlargement of the hotel rooms, as well as replacement of the whole furniture and technical equipment of the hotel in accordance with the international standards and at least meeting the requirements for a 4-star hotel.

Building of new adjoining constructions of about 7 000 square meters, inter alia, building of main multicolored lobby, conference rooms, fitness center, pool and two banquet halls (the existing restaurant should become a 230-seats hall).

Site improvement with an open parking area. The final version of reconstruction is to be coordinated with the Public Partner during development of design estimates.

This phase also includes the following requirements:

- Provision of compliance with the requirements of a 4-star hotel at the international standards level after the reconstruction is complete, as well as perform on-going tasks to improve the quality and comfortableness of the hotel;

- Provision of comfortable living conditions in the hotel through improvement of technic equipment, engineering service, sanitary and technical services;

- Application of innovation technologies in technical equipment of the hotel rooms (Internet access, Wi-Fi, pay TV, phone connection and other information systems);

- Energy supply – installation of power metering devices, complex approach in usage of energy saving equipment and automation of control over all engineering systems of building, including heating and cooling systems, ventilation, conditioning, water supply, etc. Hotel should be provided with individual heating system and distribution of energy by heating zones (blocks). Building should be cost-efficient in operation, as well as applying energy saving technology in lightning;

- Hotel should be equipped with fire protection and alarm systems, fire safety equipment and measures specified in the fire safety Rules for hotels;

- Hotel should comply with sanitary and epidemiological norm and regulations defined by the Sanitary Epidemiological Supervision Department referred to cleanliness of premises, sanitary equipment, waste disposal and effective system for protection against insects and rodents;

- Hotel infrastructure should be duly provided with special equipment to be accessible for persons with disabilities;

- Hotel should be provided with comfortable access roads with necessary road signs, comfortable and illuminated surrounding area, hard-surfaced parking area allowing easy parking for vehicles (including buses), signboard with name of the hotel and its category, and if there is an additional individual entrance to restraint - signboard with title of restaurant;

- Hotel should be furnished with special hotel furniture, which is high durable and comfortable for usage and cleaning according to frequent change of guests;

- Modern building and finishing materials should be applied during reconstruction. Finishing materials for rooms should be durable, easy for cleaning and of high acoustic insulation. Vendors of quality materials should be determined in advance in order to provide non-stop operation;

- Facade decoration containing advertising signs should emphasize prestige of hotel;

- Provision of compliance with aesthetic, environmental, sanitary and epidemiological norm and regulations;

- Involvement of qualified contracting companies with appropriate experience in reconstruction.

The Functional requirements for premises of the PPP Project are specified in the Annex 11-1 of the Agreement.

Recommended (Phases 2,3):

PHASE 2.

Construction of a Congress hall. Second phase implies construction of a premise of about 6000 square meters, which will function mainly as a Congress hall.

Due to its large size, the Congress hall should be a transformable premise to divide into separate halls equipped with necessary accessories for a successful presentation. The adjoining building should contain entrance lobby, wardrobe, halls, satellite kitchen and ceremonial hall. Entrance lobby may be used for coffee-breaks and exhibitions. Hall area of the Congress hall should be of 1000 square meters approximately, designed for 1000 seats.

PHASE 3.

Construction of an octagonal block. This phase implies construction of an octagonal block situated on the top 16th floor and consisting of presidential suites, luxury suites and a coffee bar. Considering arrival of important guests, this block should be provided with an individual elevator and an individual entrance to an underground garage. An octagonal block should be of 7 700 square meters.

• **Implementation Plan and Schedule**

This part should include a detailed plan and schedule for the period of implementation before the commissioning date, pursuant to the section 5.4 of the PPP Agreement including the following:

- The Project launch schedule during the required terms after the PPP Agreement is signed;
- The commissioning date and the launch of work in every planned building stage.

• **Personnel planning**

This part should include a detailed plan of personnel recruitment for implementation of the Project and provision of hotel services including the following:

- Personnel plan;
- Transfer of actual personnel from the Public Partner to the Private Partner;
- Personnel training.

▪ **The “Issyk-Kul” hotel and trade complex maintenance procedures**

This part should include a detailed plan of cooperation of the Public Partner with the Private Partner on maintenance of the “Issyk-Kul” hotel and trade complex including the following:

- Foundation of a project company to maintain the “Issyk-Kul” hotel and trade complex with indication of Participants’ shares;

The project company’s shares belonging to the Participants are proportional to their contributions to the share capital and expressed in percentage terms.

The share of the Public Partner should be determined through conduct of an independent value assessment of the rights to use the property of the “Issyk-Kul” hotel and trade complex, which includes an eight-storeyed building, a public catering block of 12900 square meters and a surrounding area of 3, 64 hectare for the duration of the project.

(According to the Article 29 of the Public-Private partnership law in the Kyrgyz Republic, the public partner is entitled to be a co-founder of a project company, provided that the participation of the public partner does not exceed one third of the project company’s share, and such participation is not prohibited in the legislation of the Kyrgyz Republic).

Profits are shared proportionally to contributions of the Participants.

- Involvement of the Participants in process of determination of the managerial board of the project company;

- Involvement of the Public Partner in the managerial activity of the project company.

1. First phase –Technical Proposal evaluation

The Technical Proposals responding to the Tender requirements will be evaluated according to the following criteria using simple “pass” or “fail”:

Criteria №	Description	Evaluation	Requirements
1	Execution plan	Pass/Fail	Mandatory
2	Implementation Plan and Schedule	Pass/Fail	Mandatory
3	Personnel planning	Pass/Fail	Optional
4	The “Issyk-Kul” hotel and trade complex maintenance procedures	Pass/Fail	Mandatory

Mandatory criteria

The Technical Proposal should be evaluated as “pass” according to the mandatory criteria. Discrepancies between the Technical Proposal and mandatory criteria implies failure to meet all criteria regardless the evaluation results on any other criteria.

1. The Technical Proposals evaluation form

The Tender Commission should fill the evaluation form for the Technical Proposals (an excel spreadsheet based on the evaluation criteria mentioned above) marking each criteria determined for the Tenderer's technical proposals.

Based on results, the Technical Proposals should be determined as "pass" by the majority of members of the Tender Commission provided that the proposal meets all the established requirements in each position. If the Technical Proposal fails to meet 1 or more positions, it does not pass to the next stage of selection. The Financial Proposals of the Tender Proposals with the "fail"-marked Technical Proposals will not be evaluated by the Tender Commission.

2. Evaluation of the Financial Proposals

The Tender Commission evaluates the Financial Proposals according to the following criteria. The Each Tenderer should submit one Financial Proposal in form given in the Annex 12 of the present Tender Regulations.

The Financial Proposal should contain the following:

- Private Partner's funding for paying off the Public Partner's existing accounts payable, which was accumulated due to maintenance of the property of the "Issyk-Kul" hotel and trade complex or implementation of the Agreement at the date of the entry into force of the Agreement;

- Private Partner's funding for the PPP Project through direct investments/Частным партнером проекта ГЧП в виде прямых инвестиций/ at least 60 % of necessary financial support from its own funds;

- Opportunities for borrowing funds from the Financial Development Institutes without exceeding 40% of the total necessary amount.

- The quantity of investment should be no less than:

Mandatory:

PHASE 1. Reconstruction of the existing building, construction of the adjoining premises and site improvement – no less than 28 million US dollars.

Optional:

PHASE 2. Construction of the Congress hall - 7, 6 million US dollars.

PHASE 3. Construction of the sixteen-storeyed octagonal block - 10 million US dollars.

The Financial Proposal should correspond to the Technical Proposal of the Tender Proposal.

Total Cost should include all activities according to the PPP Agreement and as well as the following:

– costs related to the Phase I on reconstruction of the existing building, construction of the adjoining premises and site improvement considering development of the design and estimate documentation, pre-construction procedures, consultation and information support (mandatory requirement);

(i) - costs related to equipment of the buildings, furniture and other inventory including consumable materials;

(ii) – costs related to Phase 2 on construction of the Congress hall; costs related to Phase 3 on construction of the sixteen-storeyed octagonal block considering development of the design and estimate documentation, pre-construction procedures, consultation and information support (mandatory requirement);

(iii) – other costs related to implementation of the PPP Project.

Annex 12. The Financial Proposal Form

The Financial Proposal Form

[TO BE EXECUTED ON THE TENDERER'S LETTERHEAD]

Date: [DATE]

To: Tender Commission

From: [NAME OF THE TENDERER]

Financial Proposal on the Public-Private Partnership "Reconstruction of the Issyk-Kul hotel and trade complex in Bishkek"

Ladies and/or Gentlemen,

After careful study of the Tender Regulations and the Tender documentation and after completion of our legal due diligence, we inform you the following content of our Financial Proposal:

(Financing terms for the Public-Private Partnership "Reconstruction of the Issyk-Kul hotel and trade complex in Bishkek").

Respectfully,

Name, position and signature of an authorized representative of the Tenderer

[STAMP, if applicable]