

# Semi-annual Social Safeguards Monitoring Report №7

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Project number: 45169-001

Reporting period: January – June 2020

## KGZ: CAREC Transport Corridor 3 (Bishkek-Osh Road) Improvement Project, Phase 4

Prepared by Ministry of Transport and Road of the Kyrgyz Republic in consortium with TEMELSU INTERNATIONAL ENGINEERING SERVICES INC DESH UPODESH LTD., e.GEN CONSULTANTS LTD and Kyrgyz TREC International Ltd

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## ABBREVIATIONS

<b>ADB</b>	Asian Development Bank
<b>APs</b>	Affected Persons
<b>CAREC</b>	Central Asia Regional Economic Cooperation
<b>CSMP</b>	Construction Social Management Plan
<b>DP</b>	Displaced People
<b>DMS</b>	Detailed Measurement Survey
<b>ESMP</b>	Environmental and Social Management Plan
<b>EM</b>	External Monitoring
<b>LARP</b>	Land Acquisition and Resettlement Plan
<b>MoTR</b>	Ministry of Transport and Roads
<b>PBMC</b>	Performance Based Maintenance Contract
<b>SI CADASTRE</b>	State Institution CADASTRE (formerly Gosregister)

## 1. PROJECT BACKGROUND

1. ADB has given high priority to the overall development process of the Kyrgyz Republic the rehabilitation of road sections along the Bishkek–Osh Road. Equally, other development partners are prioritizing sponsorship of other sections of Bishkek-Osh Road. The upgrading of the Bishkek–Kara-Balta road will connect important populated zones and densely populated settlements which is ultimately expected to enhance access to services, goods, and markets; enhance regional connectivity, and improve safety for all road users in general.

2. Kyrgyzstan has consistently had a negative balance of trade, which is somewhat attenuated by inflows of foreign assistance and remittances from an estimated 500,000 workers who have been forced to migrate mainly to Kazakhstan and Russia by high unemployment and little job creation. It is estimated that remittances now contribute up to 25% of the country's GDP. Another source of income is the „bazaar economy“ where imported Chinese goods are resold to Uzbekistan and Kazakhstan at the Kara Su and Dordoi markets.

3. The condition of the Kyrgyz Republic's road network and its management improved substantially from 2005 to 2010. Nevertheless, deteriorated network links and poor infrastructure management continue to hamper regional trade and economic growth.

4. The Government of the Kyrgyz Republic has received the financial loan from the Asian Development Bank (ADB) for the implementation of Central Asia Regional Cooperation Corridor 3 (Bishkek-Osh Road) Improvement Project, Phase 4. The road improvement program will be implemented over 5 years and comprises the activities comprising of the Bishkek-Kara-Balta Road. The Program's Goal is to increase the Economic Growth and Reduced Poverty in Kyrgyzstan.

5. The project will improve national and regional connectivity by reconstructing and rehabilitating an estimated 52.5 km of crucial road sections between Bishkek and Kara-Balta, and include road safety measures such as road signage, lane markings, street lighting, parking areas, bus stops, crash barriers, and sidewalks. The Project is fully consistent with the government's priority of upgrading key corridors as stated in the National Strategy of Sustainable Development (2013–2017). The Project is also well aligned with ADB's Strategy 2020 and with the *Country Partnership Strategy of Kyrgyz Republic (2013–2017) (CPS)*. The priority theme for the CPS is the development of a successful and stable democratic state through inclusive growth and the reduction of regional disparities.

6. The draft LARP was prepared in 2013 and updated in 2016 in accordance with the detailed project. The LARP has been approved by ADB and the Kyrgyz Government, endorsed by the Governmental Ordinance dated 14 April 2017, and disclosed on the IPIG and ADB websites. The project consists of the reconstruction of two sections of the Bishkek-Osh highway: Bishkek to Kara-Balta (52.5 km) and the next section is after Kara-Balta until 129 km for supervision of the PBMC. These are the last two sections needed to complete the rehabilitation of the Bishkek-Osh road, which forms part of CAREC corridor 3 linking Kazakhstan in the North with Uzbekistan and Tajikistan in the South. The Bishkek Osh road links the Kyrgyz Republic's two largest cities and is one of the most high-density parts of the road network in the Kyrgyz Republic. The traffic volume as per the updated survey of the Consultant also varies from road section to section from 20,000 vehicles per day to 60,000 vehicles per day as per the recent traffic survey included below in this Report.

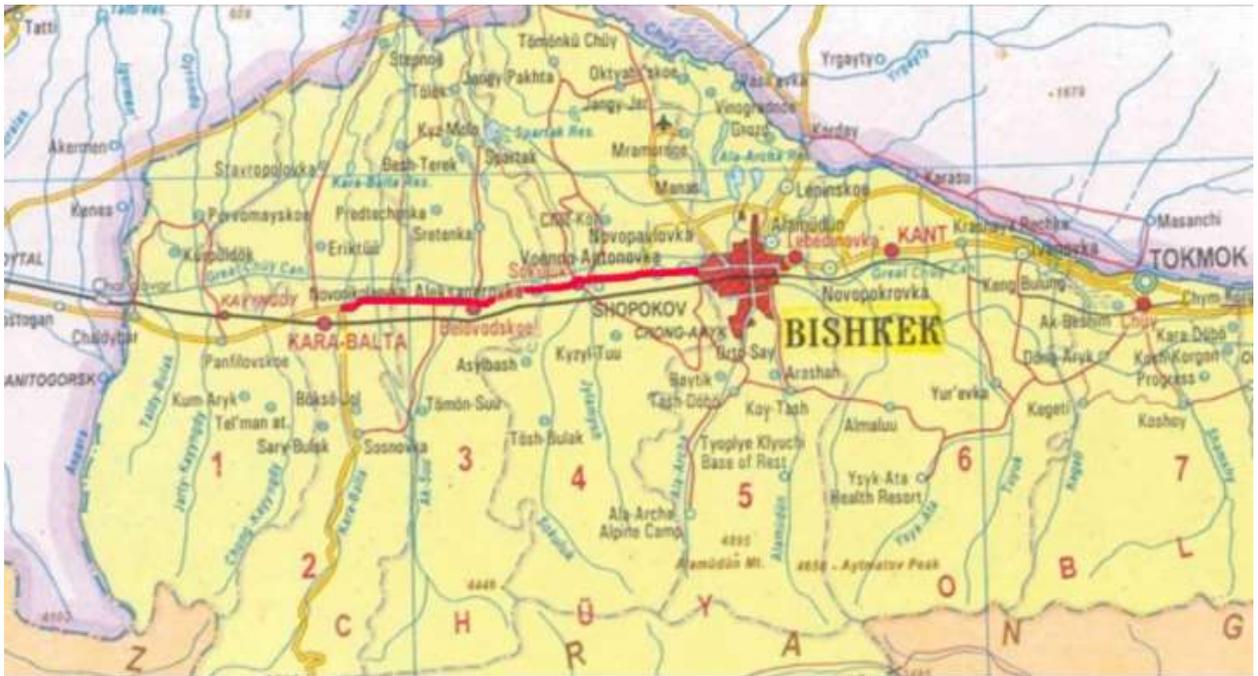
7. EPTISA was selected as the design and construction consultant in partnership with the local company RAM Engineering Associates LLC. The Consultant has been involved in conducting the field survey and investigation works related to the topography survey, geotechnical investigation, and lab tests required for preparation of the Detailed Project Report (DPR), including the tender documents during the first phase of the project. The implementation of the LARP began in September 2017. After the successful implementation of the LARP, construction work is underway at 45.1 km section (15.9 km - 61 km) since the spring 2018.

8. Since June 2020, MoTR has appointed TEMELSU International Engineering Services Inc in partnership with the local company Kyrgyz Treck International Ltd as Construction Supervision

Consultant. The work plan includes the implementation of the LARP at 7.4 km road section (8.5 km to 15.9 km). Upon completion of the LARP implementation, it is planned to start construction work on the indicated road section.

9. Construction supervision will be carried out in accordance with the tender documents. In addition, road maintenance supervision works shall be implemented under a performance-based maintenance contract (PBMC) tender for the section from Kara-Balta to Km 129 as well.

Figure 1 Location Map of Bishkek – Osh road Improvement Project (Bishkek – Kara-Balta section)



## **2. SOCIAL SAFEGUARDS MONITORING**

### **2.1 Scope and Objectives of the Monitoring**

10. The implementation of the LARP for BO4 required internal and external monitoring as the Project will result to a significant amount of involuntary resettlement and in accordance with ADB SPS (2009) has "A" Category. ADB's SPS 2009 considers involuntary resettlement impacts significant if 200 or more persons will be physically displaced from their home or lose 10% or more of their productive or income-generating assets. Internal monitoring has been conducted by the Investment Projects Implementation Group (IPIG).

11. External monitoring was conducted by an External Monitor hired by the EA and approved by ADB. Monitoring is vital for ensuring that the LARP is effectively implemented, unforeseen impacts related to land acquisition and resettlement activities are identified and appropriate measures to address the same can be taken in a timely manner.

### **2.2 Internal Monitoring**

12. The IPIG is responsible for the internal monitoring. The main objective of the internal monitoring is to monitor the process of the LARP implementation such as the compensation process, grievance redress mechanism and effectiveness of the LARP implementation procedure.

13. Indicators for the internal monitoring are connected with LARP implementation processes, immediate outputs and results which allow to assess the progress and results of LARP implementation, and adjust the work program, if necessary. Specific monitoring objectives for verification/check:

- the number of AHs with legal ownership;
- the number of AHs with legalizable land and assets;
- the number of AHs without legal or legalizable status;
- the affected/remaining part of the land;
- affected buildings, structures, businesses;
- loss of income and employment;
- allowances for severity and vulnerability;
- full compensation paid on time;
- relocation of movable businesses;
- the GRM Logbook entries;
- number, nature and substance of complains;
- number of grievances resolved at the project level;
- number of grievances forwarded/resolved at other grievance resolution levels.
- the number, type of consultations with DPs/host communities and other relevant stakeholders held

14. The data for the internal monitoring related to the LARP implementation processes was collected by the IPIG/Supervision Consultant and used to assess the progress and results of LARP implementation, and to adjust the work program, when necessary. The above data and information were collected through one or more following instruments:

- review of census information for all AHs;
- consultation and informal interviews with DPs;
- sample survey of AHs;
- focus group discussions;
- community consultation meetings.

15. Internal monitoring is performed regularly by the IPIG, both directly and through the support of social/resettlement specialists hired by the supervision consultant for the LARP implementation. The results are reported to ADB through the Quarterly Project Implementation Reports and Semi-annual Social Monitoring Report.

### **2.3 External Monitoring**

16. The purpose of the external monitoring is to determine whether the LARP implementation activities have been completed and whether the planned outcome has been obtained for each LARP related activity. As this Project entailed significant involuntary resettlement and it is therefore classified as a social safeguard category 'A' project, ADB policy requires external monitoring which was carried out in parallel with the implementation of the LARP and its internal monitoring. The main objectives of the external monitoring are to assess the relevance, efficiency, effectiveness and impact of the LAR processes and to suggest corrective measures, if necessary.

17. The External Monitor (EM) monitored the LARP implementation 45.1km (section 1 and 2) in November and December 2017. The monitoring of the compensation payments for 11 displaced persons to whom the compensation was transferred into the Project escrow account, was carried out in April 2018 when all DPs received their compensation. One LARP implementation Monitoring Report for all road sections/subsections involving resettlement, was prepared, submitted, approved and disclosed on ADB website in April 2018 when all DPs received the due compensation. EM will do also the monitoring and reporting for the 7.4km road section (3 km8+500 – km15+900). Given the COVID19 related restrictions, it was agreed that the conceptual methodology of remote monitoring shall be submitted to ADB in August 2020 for further discussion.

18. After LARP implementation LAR impacted sections were handed over to the Contractor at the end of April, 2018 and in early May, 2018 Contractor started construction works.

### 3. LARP IMPLEMENTATION STATUS

#### 3.1. Project Sections Summaries

19. To facilitate effective LARP implementation and the commencement of physical works, the Project road was divided into three Sections. Section 1 does not involve any resettlement. Section 2 comprises three subsections which involve resettlement; Section 3 involves involuntary resettlement and is currently being prepared for the LARP implementation.

20. The LARP for Section 2 was implemented in two stages. Stage 1 included resettlement at Subsection 2.1 which was implemented and monitored from September to November 2017. The second stage of the LARP implementation was comprised of resettlement cases at Subsections 2.2 and 2.3. By December 31, 2017, the LARP implementation was completed for 164 DPs, while the compensation amount for 11 DPs was deposited to an escrow account. These 11 DPs could not be paid as some of them did not have the required documents, or the required procedure was not completed in some cases, or some DPs were not in the country to sign the agreement and complete the land division or other procedures required by the law.

21. The IPIG paid compensation and assist to the vulnerable DPs in line with the requirements of ADB SPS 2009 and legislation of the Kyrgyz Republic. The compensation amount was paid within 15 days after the contract was signed. The DPs' compensation payments were transferred to their bank accounts electronically. All DPs confirmed that they accessed the money without problems.

22. The LARP Implementation Monitoring Report at 45.1km (section 1 and 2) has been prepared by an external monitor in December 2017. The Consultants updated the Monitoring Report in April 2018, when the last displaced persons received their compensation. The DPs had a choice to self-relocate or be relocated by the contractor. In the cases of self-relocation, the DPs had 45 calendar days to relocate from the date they received the compensation. Within this time period, the DPs had a choice to dismantle and remove all salvageable material for rebuilding their houses and re-establishment of businesses. The relocation arranged under the Project was completed in May 2018. The road corridor was cleared for the construction and land was handed over to the Contractor. There were a few remains of structures left on the site. DP will dismantle them later, since they are locating behind the right-of-way. IPIG with the local authorities supervised the final clearance.

23. The LARP Implementation of the Section 3 (km8+500 – km15+900) started from June 1, 2020. During June 2020, social safeguard specialist held meetings with AP and information on the project impact was updated for Section 3. The surveyor engineer made setting out and marked with paint the line of the project impact. In the period from 2016 to 2020, the number of APs has changed (decreased), the composition of objects and title documents has changed, and the minimum wage and living standards established by the legislation of the Kyrgyz Republic have been increased. Also, due to the work carried out to minimize the impact of the project, the areas of the acquired land plots have changed. The market price of land at section 3 increased by 15-25% depending on the location. All these changes underlie some cost adjustments of APs' losses and the preparation of the LARP Implementation of Section 3 (km8 + 500 - km15 + 900).

24. Measures are being taken to minimize the impact of the project, i.e. in some cases minor amendments are made to the design in order to reduce the area of the AP's land plot to be acquired or to exclude the project impact on the APs' assets. The work has not yet been completed, but according to preliminary data, one AP having a land plot has been excluded from the LARP and the impact area of the project has been reduced for three land plots. Options for engineering solutions are considered in order to exclude «Rosneft» gas stations from the LARP.

25. The missing documents are collected (in consultation with the IPIG lawyer) to conclude compensation agreements. APs passport data is updated, since some of them received biometric passports or were replaced after the expiration date.

26. In accordance with the action plan, the collection of APs applications to open a current account in the KICB bank to pay compensation is carried out. After receiving "Elcard" debit cards from KICB bank in July, it is planned to start concluding agreements and paying compensation to APs.

27. The following tables present details of impacts and LARP implementation on the road sections.

Table 1 LARP Implementation Status in Section 1 and 2

Sub-sections	Chainage		Length (km)	No of DHs at Sub Sections				External Monitoring Status	Handover status
	Start	End		Owners	Leaseholders	Employees	Involuntary resettlement		
1.1	15+900	21+300	5.400	0	0	0	No resettlement at this Section	Handed over to the Contractor within 28 days after the start of work.	
1.2	35+500	40+580	5.080						
1.3	45+600	51+600	6.000						
1.4	54+200	59+350	5.150						
2.1	21+300	24+400	3.100	4	0	0	Compensation paid, LARP implemented	LARP Implementation External Monitoring Report has been prepared in April, 2018	
	28+720	35+500	6.780	6	1	0			
	44+600	45+600	1.000	4	0	0			
	51+600	54+200	2.600	2	1	0			
	59+350	61+000	1.650	2	3	0			
2.2	24+400	28+720	4.320	29	9	10			
2.3	40+580	44+600	4.020	41	32	31			
Total			50.780	88	46	41			
				175					

Table 2 Information about DPs at road sections as of 30 June 2020

LARP particulars	Number of DPs	Owners	Lease-holders	Employees	Public facilities
All Sections (as per the approved LARP)	<u>282</u> <sup>1</sup>	115	82	81	4
Sections 1 and 2 (LARP implemented in April 2018)	175	85	44	42	4
Section 3 (as per the approved LARP)	107	31	38	38	0
<b>Current situation at Section 3 - LARP to be implemented</b>	<b>54</b>	<b>24</b>	<b>21</b>	<b>9</b>	<b>0</b>

<sup>1</sup> Initial number in the approved final LARP was 284, whereas 2 DPs were double counted: Bedelbaev A. and Kim L. To avoid confusion, the double-counted were removed from the lists and summary tables.

Source: IPIG and Supervision Consultant Monitoring

28. The remaining list preliminarily includes 54 DPs, including 2 legal entities. 7 DPs with land plots affected. For 10 DPs, it is not yet possible to update the data due to their absence in the places due to illness and with restrictions on COVID-19 quarantine. It is planned to receive all the necessary documents in August 2020.

29. Preparatory work is underway at 7.4 km section for handing over to the Contractor. Due to the fact that since 2018, construction work has not been carried out at 7.4 km section, some entrepreneurs have installed temporary commercial kiosks in close proximity to the project part of the road. The resettlement specialist inspected the project site (7.4 km) and recommended to the owners to determine the location of these objects in advance in order to ensure safety during road construction. All of them will be re-notified.

### 3.2. LARP implementation activities at road Section 3

30. Since June 2020, the implementation of LARP at 7.4 km (8.5 km to 5.9 km) road section has been started. A preliminary LARP implementation Action Plan has been prepared (see Annex 2). Due to the restrictions on the COVID-19 quarantine, LARP implementation action plan may be updated.

31. Currently, preparations are underway for the rehabilitation of Section 3 with a length of 7.4 km, (km 8.5 - km 15.9). The LAR process includes two stages: 1) Preparatory stage and 2) Implementation/payment stage.

32. The preliminary assessment of the Project impact and involuntary resettlement in the LARP identified 107 APs.

33. For the current period, there are 54 APs left in the list. The main reason for the decrease in the number of APs is the frequent change of place of work and residence, internal migration and the location of settlements on the road section near Bishkek.

34. In the course of a several site visits, IPIG's and local social safeguard specialists visited each of the affected households. The APs asked questions mainly related to the commencement of rehabilitation work and the time period during which the DP should leave the corridor. The APs were informed (during personal discussions) that this Site is being prepared for the LARP implementation and further handover of the site for construction. APs were also informed about the planned consultations and the procedure for the LARP implementation.

35. The following table summarizes the impact reported in the LARP and current situation as of 30 June 2020:

Table 3 Change in the number of DPs in Section 3

No.	Subsection length (km)		Sub-section length km	No of DHs at Section 3 as per LARP			No of DPs at Section 3 as per current situation		
	Start	End		Owners	Lease-holders	Employ ees	Owners	Lease-holders	Employ ees
1	8+500	15+900	7.4	31	38	38	<b>24</b>	<b>21</b>	<b>9</b>
Total			7.4	107			<b>54</b>		

36. Previously, 53 APs were excluded from the list for compensation due various reasons, such as changes in the road alignment, migration, exit from their business/lease, resumption of activities outside the project right-of-way, or other reasons, where 7 are property owners, 17 are lease-holders of business premises and land plots, and 29 are employees. Details will be reported during the implementation of LARP in this section and summarized in Compliance Report.

37. At the current period, work is underway to minimize the impact on land plots and real estate of APs. The data on the area of impact on land plots are being clarified with the involvement of specialists from the SI CADASTRE of the Sokuluk district. The work to clarify the boundaries of the owners land plots has not been completed and, accordingly, there is no final data on the Project impact to the APs' property.

38. In accordance with the Action plan, all measurements of land plots and clarifications on property, losses and documents of APs will be completed in August 2020. All impact data will be updated and reported in a summary comparison table in the monthly report for August 2020 as well as will be reflected in coming CR and next QPR or SSMR.

39. There is no problem with the budget for the current period.

#### 4. SOCIAL SAFEGUARDS MONITORING ACTIVITIES FOR PBMC SECTION

##### 4.1. Description of the PBMC component and social due diligence

40. CAREC Corridor 3 Improvement project, Bishkek-Osh road: Kara Balta - Suusamyр section, km61- km129, financed by loan of the Asian Development Bank (ADB) given to the Kyrgyz Republic (KR).

41. Output- and Performance-based contracting for roads is designed to increase the efficiency and effectiveness of road asset management and maintenance. It should ensure that the physical condition of the roads under the contract meets the needs of road users for the duration of the contract, which is usually several years. This type of contract significantly expands the role of the private sector, ranging from simple work execution to the management and conservation of road assets.

42. Part of the above-mentioned project is a performance-based maintenance pilot contract is the section of the Kara Balta-Suusamyр road to the Too-Ashuu tunnel (km61 - km129).

43. Within 3 years as and when necessary, year-round proper maintenance and current repairs will be carried out to ensure the free passage of vehicles on this route. In the process of maintenance of the site, road repair will be performed, road safety measures will be carried out, road signs will be replaced, drainage facilities will be maintained, roadside plants will be monitored, bridges will be repaired, slopes will be reinforced, winter maintenance and proper road maintenance in different weather conditions will be ensured.

44. The Kara Balta-Suusamyр section, km 61 - km 129 and related activities are not covered by the LARP for the Bishkek-Kara Balta Section of Bishkek-Osh Road (km 8.5 – km 61).

Figure 2 The Kara Balta-Tunnel road section



45. The social due diligence report for this section was completed with the study of technical and other project related documents: types and volumes for the planned work under the contract, information about the site, cartographic data of the SI CADASTRE and local authorities on the location of land plots along the project road. Detailed field surveys were conducted together with

engineers and representatives of local authorities and SI CADASTRE to check and confirm that PMBC section activities will be carried out on the public land within the RoW and has no LAR impacts (both permanent and temporary). The social due diligence results were included into SSMR for January-June 2019 disclosed on ADB website in September 2019.

#### **4.2. PBMC Implementation Status**

46. The Engineering and construction supervision of the Performance-based maintenance contract for the Kara Balta-Suusamyр section (km 61 - km 129) of CAREC 3 Transport Corridor Improvement Project (Bishkek-Osh Road), Phase 4 was carried out by EPTISA Servicios De Ingenieria S. L. Eptisa Muhendislik / RAM Engineering Associates until the middle of 2020. Since June 2020 MoTR has appointed TEMELSU International Engineering Services Inc in partnership with local company Kyrgyz Trec International Ltd as a construction supervision Consultant.

47. The contractor is LLC "Mostdorstroy". According to the contract, work has been started on January 5, 2018, and the end of maintenance work falls on December 31, 2020.

48. To ensure the smooth passage of vehicles on this route as needed, year-round proper maintenance and minor repair works are carried out.

49. In the course of maintenance of the site, road pavement repair works are carried out, road safety is ensured, road signs are replaced, drainage structures are maintained, roadside plants are monitored, bridges are repaired, slopes are reinforced, winter maintenance is provided, and the road surface is maintained in different weather conditions.

50. Outside the existing carriage way and shoulders, work is not carried out. New construction or modification of the plan is not envisaged. PBMC activities implementation progress as of June 30, 2020 is attached in Table 8 in Annex 3.

#### **4.3. Social safeguards monitoring activities during the reporting period**

51. During the reporting period (January – May 2020), regular visual monitoring on compliance with environmental and social safeguard requirements during construction work at all road sections was carried out by the local environmental and social safeguard specialists of EPTISA, the environmental and social safeguard specialists of IPIG and the environmental specialist of the Contractor. Since June 2020, EPTISA responsibilities have been assigned to the newly appointed Construction Supervision Consultant - TEMELSU International Engineering Services Inc in partnership with the local company Kyrgyz Trec International Ltd.

52. Consultant's specialists conducted visual monitoring at least once a month, however the Contractor's specialists are on the site and conduct continuous monitoring.

53. Regular monitoring of the PBMC section will prevent potential impact of project activities on local residents. In addition, regular meetings and discussions of upcoming work with the Contractor will also help to prevent the impact on the above section. PBMC section work progress photos are given in Annex 1.

## **5. SOCIAL SAFEGUARDS MONITORING ACTIVITIES DURING RELOCATION OF PUBLIC UTILITIES**

### **5.1. Social due diligence for relocation of public utilities**

54. During the construction work related to the road rehabilitation, there is a need to relocate public utilities such as underground lines, electricity poles, communication poles and water pipes. Most of these public utilities are included in the project design, but some of them can be identified and included at the project implementation stage.

55. The impact assessment of the relocation of utilities is not included in the LARP for the Bishkek-Kara-Balta section of the Bishkek-Osh road (km 8.5 - km 61). In this regard, the social safeguards due diligence (SSDD) to identify the Project impacts (if any) due to relocation of public utilities was conducted and SSDD report approved by ADB was disclosed on ADB website<sup>2</sup> during the reporting period.

56. As a result of SSDD it was found that the Project works related to the relocation of public utilities determined as of 30 June 2020 will not require any land acquisition and will not cause any economic or physical displacement to people living and working along the road.

57. The studies and examinations conducted by the Supervision Consultant, IPIG and Contractor and Sub-contractors, confirmed that relocation of the public utilities have not and shall not cause any direct impact or restrictions on privately owned or used land or assets. Therefore, no cases of physical resettlement or economic displacement is expected to be triggered by the relocation of utilities planned within the scope of this Project.

### **5.2. Utility relocation status during the reporting period and social safeguards monitoring**

58. The works related to the relocation of utilities, completed and verified during the reporting period were carried out on public land within the ROW and have no LARP impact neither permanent nor temporary.

59. The table 9 in Annex 4 shows information on the types and status of the utilities relocation during the reporting period as of June 30, 2020.

60. For the current period, all preparatory work has been completed and work has begun. Physical work has been completed at two sections, but commissioning documents have not been provided.

### **5.3. Preventive mitigation measures applied during the relocation of utilities**

61. Relocation of engineering utilities is carried out in accordance with the design. The works are organized in such a way as to ensure uninterrupted traffic and movement of people. In accordance with the traffic management Plan, the corresponding visual traffic safety signs are always displayed, especially when a temporary alternative route replacement is required. These include temporary pedestrian paths, speed limits, parking lots, etc.

62. Particular attention is paid to ensuring unhindered access to stores for delivery of goods and access to customers. If necessary, trained signalers help traffic and pedestrians. These mitigation measures are strictly followed to ensure that there is no permanent or temporary impact on access to shops, private homes, or public institutions.

63. Information about planned power outages due to relocation works is provided 2-3 days in advance through existing local information channels. A representative of the District Electric Service

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<sup>2</sup> <https://www.adb.org/projects/documents/kgz-45169-001-sddr>

and water supply, together with representatives of local authorities, inform local residents (each house) in advance of the upcoming power outage. Work on the relocation of communication lines / cables is carried out at night to minimize the impact on service recipients.

64. Relocation of water pipes is carried out in a short time, in the daytime with 1 day's advance notice to consumers and households.

65. The contractor is responsible for regular dissemination of information related to the relocation of utilities. The supervision engineer monitors the implementation of these measures on a daily basis.

66. Due Diligence of social safeguards has not found any additional cases of utility relocation.

## 6. GRIEVANCE REDRESS MECHANISM

67. The Grievance Redress Mechanism for this Project was established during the preparation of the LARP. When the Project implementation started, the GRGs were re-activated at all levels and trained in tasks related to the LARP and the Project implementation.

68. During the reporting period, 6 inquiries and complaints were received. The main requests concerned the removal of parapets and the opening of additional entrances. There were also requests from local governments to assist in resolving various issues.

Table 4 Summary table of grievances for reporting period

Status	Section 1	Section 2	Section 3
Ongoing	-	-	-
Resolved in favor/satisfaction of AP	-	5	-
Resolved not in favor/satisfaction of AP	1	-	-
Total No of grievances	1	5	-

69. The summary of received inquiries/grievances is presented on table 10 in Annex 5.

## 7. OTHER SOCIAL MONITORING ACTIVITIES

### 7.1. Construction Social Monitoring Plan (CSMP)

70. The Contractor has prepared an Environmental and Social Management Plan (ESMP). One of the main points of the Social Management Plan was to conduct road safety training for all students of schools located along the project road. Road safety training were conducted by the Contractor annually in 2018 and 2019. This was supervised by the Resettlement / Social Safeguard Specialists of the Consultant and IPIG.

71. In connection with the quarantine restrictions COVID-19 in 2020, all schools were closed for quarantine. Classes for school children were conducted remotely. Accordingly, in the first half of 2020, there were no road safety trainings for schoolchildren.

72. If it is decided to cancel the quarantine then in September 2020 road safety trainings will be held. Detailed information will be provided in the monthly report for September 2020.

### 7.2. Contractor's personnel

73. In accordance with the terms of the contract, the Contractor employs 60% of the management/engineering staff from foreign experts and 40% of the local experts with appropriate qualifications. Foreign citizens from among the workers should make up 20%, and 80% of the jobs should be provided to the local population.

74. Vacancy information is disseminated to local authorities and other accessible channels of information dissemination.

Table 5 Number of Contractor personnel

Year	Total number of Contractor personnel	Number of foreign personnel	Number of local personnel
2019	567	61	506
2020	419	29	390

### 7.3. Unanticipated Impacts on 45.1 km section

75. During ADB review mission for KGZ transport projects held between the period of 10-19 August 2020<sup>3</sup> with the participation of ADB, IPIG and the Consultant, the issue of the planned repair of the underground passage was raised.

#### Background information on Sokuluk underground passage

76. This underground passage is located in the village of Sokuluk (km25+860) next to secondary school No. 1. (see the location of underground passage in Annex 6). In this regard, the underground passage is mainly used only by children of primary classes and with rare exceptions by other residents of Sokuluk (see photo in Annex 7). In the spring and autumn periods, movement along the underground passage practically stops due to the fact that the underground passage is flooded due to rising ground water and clogging of the sewer system.

77. The width of the underground passage is 3 m. Metal structures have been installed in it for 22 retail outlets, which occupy 1.5 m. This creates a cramped space for pedestrian flows. So, for example, according to the building codes and regulations "Designing the living environment taking into account the needs of people with disabilities" dated December 28, 2018, it is provided that the

<sup>3</sup> Considering that the issue was emerged during the reporting period, it was decided to report this in this SSMR.

movement of the wheelchair in one direction is not less than 1.5 m, and in case of oncoming traffic - not less than 1.8 m".

78. The underground passage was built in 1960s and after commissioning was listed on the balance sheet of Road Operation Management 9 (ROM-9). During the 1990s and early 2000s, there was a lack of funding for the repair and maintenance of the underground passage. For this reason, lighting disappeared in the passage, debris accumulated and an unbearable smell appeared. This forced local residents to abandon the use of the underground passage.

79. Taking into account that this section of the Bishkek-Kara-Balta road has a high traffic intensity and the highest accident rate in the country to ensure the safety of children and residents of the village of Sokuluk, based on Sokuluk District State Administration (SDSA) order from 02.05.2000 116-r it was decided to transfer the underground passage from the balance of ROM-9 to the balance of the Sokuluk Combine of Municipal Enterprises (Sokuluk CME). At the expense of the Sokuluk CME, the underground passage was repaired more than once, but in a very short time the underground passage was again filled up with debris and was not used for its intended purpose. Sokuluk CME decided to install metal doors and close the underground passage. A pedestrian crossing was marked on the carriageway. Underground passage closes at night. The copies of the SDSA order and following lease agreements are attached in Annex 8.

80. After the increased number of road traffic accidents, in 2000, cosmetic repairs were carried out and the underground passage was reopened to pedestrians. But due to the lack of additional funds and staff for servicing the Sokuluk CME, the underground passage was leased to the public association "Afghans" (NGO "Afghans"). It was assumed that the NGO "Afghans" will be able to cover its costs for the maintenance of the underground passage by installing retail outlets. So, in the period 2010-2012, without any permits, metal structures were installed in the underground passage for 22 retail outlets.

81. The last lease agreement with the NGO "Afghans" dated April 20, 2015, after several months, did not begin to be executed due to the fact that due to the seasonality and the small number of pedestrian traffic, the tenants could not provide recoupment of the costs of maintaining the underground passage.

82. Entrepreneurs who installed metal structures have not been working since 2015. In addition, there were disagreements between the NGO "Afghans", entrepreneurs who installed metal structures and sub-tenants.

83. For the period of detailed measurements (DM) in September-October 2015 and preparation of the LARP, these outlets were closed, and no one was identified as AP and was included in the list of persons entitled to compensation.

84. After the settlement of all conflicts in 2017, a lease agreement for the underground passage was signed with an individual Akhmatov A.Zh. (i.e. after the cut-off-date by order of the Government of the Kyrgyz Republic dated May 26, 2014 No. 182-r).

85. Before concluding a lease agreement with Akhmatov A.Zh. The Sokuluk CME with the participation of the SDSA held a meeting with the tenant and sub-tenants to explain to them the situation on the ongoing rehabilitation of the Bishkek-Kara-Balta road and on the planned overhaul of the underground passage. **To change the terms of the agreement or conclude an agreement with another tenant, no protocol approval is required. For Sokuluk CME, maintaining order in the underground passage is carried out as part of normal production activities.**

86. **Entrepreneurs** were warned that the underground passage must be cleared for repair work. But in order to maintain the cleanliness of the underground passage before major repairs, by agreement of all interested parties, it was decided to continue the work of the tenant (and sub-tenants) of the underground passage.

87. Since 2018 the specialists of the Consultant and IPIG have repeatedly provide the sub-tenants with up-to-date information on the proposed reconstruction of the underground passage. **Oral consultations and answers to questions about the road construction project are provided to all**

interested persons without exception. During site visits to monitor construction work, monitor the preservation of the project's impact corridor, monitor appeals and complaints, anyone who contacts is provided with explanatory information about the project and the grievance redress mechanism.

88. The tenant (and sub-tenants) express their readiness to free the underground passage for major repairs and asked them to notify them in advance about 1 month (but not less than 10-15 days).

#### Rehabilitation of Sokuluk underground passage under the project and related impact assessment

89. Work on reconstruction of the underground passage in the village Sokuluk under the project tentatively include:

- dismantling of the floor covering, old finishing of interior walls and ceilings;
- cleaning (or replacing) the sewer system;
- finishing/facing of internal walls and ceilings;
- waterproofing of external walls and coverings;
- replacement of electrical wiring and installation of lamps;
- facing of steps of external stairs;
- installation of canopies over external stairs.

90. The project has a temporary impact on this underground passage. The terms of reconstruction of the underground passage may range from 1 to 3 months.

#### Current situation and next steps

91. Today, out of 22 outlets, no more than 5-7 outlets are usually open. And this is only in the summer months of July and August, when schoolchildren buy school supplies. Almost all outlets are closed during colder months.

92. Sokuluk CME expresses confidence that after the completion of the repair of the underground passage, it is necessary to renew relations with the Tenant (and sub-tenants), as they ensure the cleanliness and safety of the underground passage.

93. If, after the repair of the underground passage, a decision is made to provide an expanded space of up to 3m for the pedestrian flow in the underground passage, the SDSA will assist in organizing and providing places for trade to entrepreneurs (subtenants) on the territory of the market complexes located near.

94. For the current period due to restrictions on quarantine COVID-19 and the Contractor has changed the planned schedule of works and set the start date of the capital repair of the underground passage to 2Q-3Q 2021.

95. In this situation, the social safeguard specialists of the Consultant and IPIG maintain contact with all stakeholders, observing social safeguard measures.

96. At least 2 months before the start of work on the reconstruction of the underground passage, consultations will be scheduled with the participation of the Sokuluk CME, the Tenant, sub-tenants, the SDSA, the specialists of the Consultant and IPIG, and other stakeholders. Based on the results of consultations, a decision will be made on relocation of retail outlets before the start of major repairs in the underground passage.

97. Sokuluk CME, the Tenant, sub-tenants will be notified about the beginning of works on reconstruction of underground passage not less than 1 month.

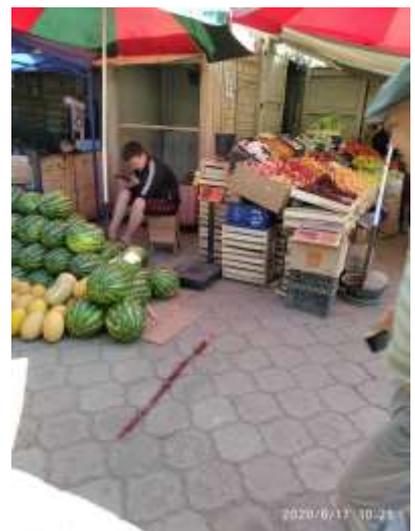
Table 6 Action Plan

#	Action	Target date	Responsible
1	Determination of the underground passage repair works' commencement date	2Q 2021	Contractor
2	Completion of social due diligence (identification of APs, if any)	2Q 2021	IPIG/DSC/LARC
3	Public consultations	2Q 2021	IPIG/DSC/LARC
4	Identification of the mitigation measures together with LAR commissions and SDSA	2Q 2021	IPIG/DSC/LARC
5	Preparation of a social due diligence (SDD) report separately or as a part of semi-annual SSMR and submission for ADB review/approval prior to the construction works	2Q-3Q 2021	IPIG/DSC

## 8. Recommendations and Next Steps

98. In preparation of Section 3 (7.4 km) for the LARP implementation, the Resettlement Specialist and Topographic Engineer conducted a detailed site survey and minimized the project impact. Changes done in the list of APs are already indicated in section 3.1. No additional unforeseen impacts are expected for the current period.
99. Monitoring results for July 2020 will be provided **to ADB in Monthly-Report for August 2020.**
100. Based on the Project objectives, the following recommendations on the social safeguards monitoring activities are suggested:
  - (i). Conduct regular monitoring of the activities of the Contractor on the site, including the PBMC section;
  - (ii). To complete LARP implementation and ensure external, internal monitoring, prepare and submit to ADB the LARP Compliance report for 7.4 km in September 2020;
  - (iii). Conduct consultations with all displaced persons during the LARP implementation at Section 3 in September 2020;
  - (iv). Ensure a proper involvement of the local authorities in the LAR activities;
  - (v). **Notify Sokuluk CME, the Tenant, sub-tenants of changes in the Contractor's planned work schedule. If necessary, conduct public consultations.**
  - (vi). Make coordination between GRM focal points more effective (Temelsu, Kyrgyz Trec International, Contractor, IPIG and Ayil Okmotu); regularly coordinate with all these focal points in order to address grievances in a timely and effective manner.

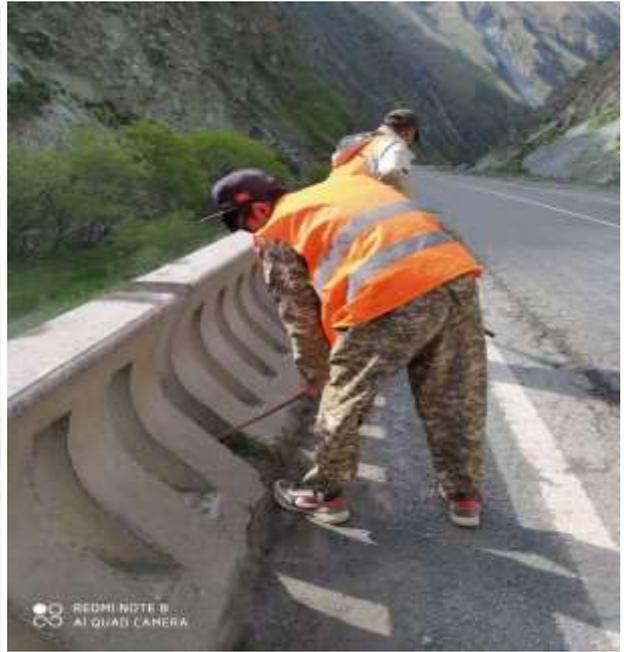
**Annex 1: Photos of LARP Implementation at Section 3**



**Photos of culvert construction works at the village of Belovodskoe**



**PBMC section work progress photos**





### Annex 3. PBMC activities implementation progress

Table 8. PBMC activities implementation progress

N°	DESCRIPTION OF ITEM	UoM	Quantity	UoM	% completion
<b>Type 1: Rehabilitation (8 km)</b>		<b>8000</b>	<b>8000</b>	<b>8000</b>	
1.1	Site survey and final design for paving works	U	1,00	U.	100,00%
2,1	Milling of existing asphalt layers (5+8 cm depth)	m2	68000	m2	94,12%
2,2	Scarifying of base + compaction	m2	64000	m2	15,34%
2,3	Excavation for drainage channels and pipes	m3	250	m3	0,00%
2,4	Replacement of Cross-carriageway pipes / culverts+backfill	m	54	m	79,63%
2,5	Reconstruction / repair of Culvert heads	U	12	U	25,00%
2,6	Concrete repair to pipes	m3	100	m3	15,00%
2,7	Repair of Manholes	U	3	U	0,00%
2,8	Creation of Earth ditches	m	3000	m	0,00%
2,9	Reprofiling of earth ditches	m	3000	m	0,00%
2,10	Repair to Downsprouts	m	200	m	0,00%
2,11	Reconstruction / grading shoulders + berms after rehabilitation	m <sup>2</sup>	16 000	m <sup>2</sup>	100,00%
2,12	Local reconstruction of base/subbase	m3	90	m3	0,00%
2,13	Asphalt base 8 cm	m2	64 000	m2	100,00%
2,14	Asphalt surface 5 cm	m <sup>2</sup>	68 000	m <sup>2</sup>	94,12%
<b>Type 2: Resurfacing (9 km)</b>		<b>9000</b>			
2,15	Milling of existing asphalt surface (5cm)	m <sup>2</sup>	81000	m <sup>2</sup>	100,00%
2,16	Reprofiling of earth ditches	m	18000	m	100,00%
2,17	Reconstruction / grading shoulders + berms	m3	18000	m3	74,40%
2,18	Local Repair to base course	m <sup>2</sup>	90	m <sup>2</sup>	0,00%
2,19	Asphalt Surface 5 cm	m <sup>2</sup>	81 000	m <sup>2</sup>	100,00%
<b>3</b>	<b>Road Equipment</b>				
3.1	Concrete parapet	U	546	U	100,00%
<b>4</b>	<b>Structural works</b>				
3.1	Gabion wall km 89.9	m3	375	m3	82,67%
<b>5</b>	<b>Vertical Signalisation</b>				
5,1	Standard sign, triangle a=90cm	U	200	U	41,00%
5,2	Standard sign, circle and octogone a=60cm	U	30	U	73,33%
5,3	Standard sign, rectangle 50*50 or 60*90	U	30	U	100,00%
5.4	Directional signs, rectangles, size according to design	U	6	U	0,00%

N°	DESCRIPTION OF ITEM	UoM	Quantity	UoM	% completion
5,5	Additional tables	U	8	U	25,00%
5,6	Sign post, according to design and present size	U	40	U	32,50%
5,7	Guidance Post, according to standard	U	920	U	54,35%
<b>6</b>	<b>Horizontal Signalisation</b>				
6.1	Thermoplastic white marking with reflective beads, standard width, full or broken according to design	m <sup>2</sup>	24 120	m <sup>2</sup>	88,83%
6.2	Transversal or specific markings	m <sup>2</sup>	6	m <sup>2</sup>	100,00%

## Annex 4. Public utilities relocated during the reporting period

Table 9. Public utilities relocated during the reporting period (as of June 30, 2020)

Area	Work/utility type	KM	Length/ Number	Progress	Subcontractor	Remark on LAR impacts
Zhayil	Underground cable	KM55+549	≤ 10m	Completed	Intelservice	No LAR impact
	Underground cable	KM55+549	≤ 10m	Completed	Intelservice	No LAR impact
	Underground cable	KM55+500	≤ 10m	Completed	Intelservice	No LAR impact
	Underground cable	KM57+190	≤ 10m	Completed	Intelservice	No LAR impact
	Underground cable	KM60+756	≤ 10m	Completed	Intelservice	No LAR impact
	Underground cable	KM60+560 KM60+910	350m	Completed	Intelservice	No LAR impact
	Underground cable	KM59+640	≤ 10m	Completed	Intelservice	No LAR impact
	Underground cable	KM55+410	≤ 10m	Completed	Intelservice	No LAR impact
	Electricity poles	KM53+000 KM60+926	98 units	Completed	Maksat	2 beyond BoQ, No LAR impact
	Communication poles	KM53+000 KM60+926	106 units	Completed	Maksat	No LAR impact
	Water pipe	KM53+832	1 unit	Completed	Too Resurs	No LAR impact
	Water pipe	KM56+083	1 unit	Completed	Too Resurs	No LAR impact
	Water pipe	KM59+640	1 unit	Completed	Too Resurs	No LAR impact
Moskovskiy	Underground cable	KM44+730 KM46+130	1400m	Completed	Intelservice	No LAR impact
	Underground cable	KM44+641	≤ 10m	Completed	Intelservice	No LAR impact
	Underground cable	KM44+030	≤ 10m	Processing <sup>4</sup>	Telstroy	No LAR impact
	Underground cable	KM41+350 KM42+250	900m	Completed	Telstroy	No LAR impact
	Underground cable	KM42+800	≤ 10m	Completed	Maksat	No LAR impact
	Sewage pipe	KM42+300 KM42+620	320m	Building wells without transfer	at the expense of local authorities	No LAR impact
	Water pipe	KM42+180 KM43+430	1250m	Completed	at the expense of local authorities	No LAR impact
	Underground cable	KM40+753	≤ 10m	Completed	Intelservice	No LAR impact
	Underground cable	KM34+840 KM37+300	2460 m	Completed	Intelservice	No LAR impact
	Water pipe	KM34+320 KM34+840	520m	Completed	at the expense of local authorities	No LAR impact
	Underground cable	KM30+600 KM32+500	1900m	Completed	Intelservice	No LAR impact
	Underground cable	KM33+091	≤ 10m	Processing <sup>5</sup>	Intelservice	No LAR impact

<sup>4</sup> Physical work has been completed, but no documents have been provided

<sup>5</sup> Physical work has been completed, but no documents have been provided

**Semi-annual Social Safeguards Monitoring Report No 7\_July 2020**  
**Central Asia Regional Corridor 3 (Bishkek-Osh Road) Improvement Project Phase 4**  
**Engineering and Construction Supervision**

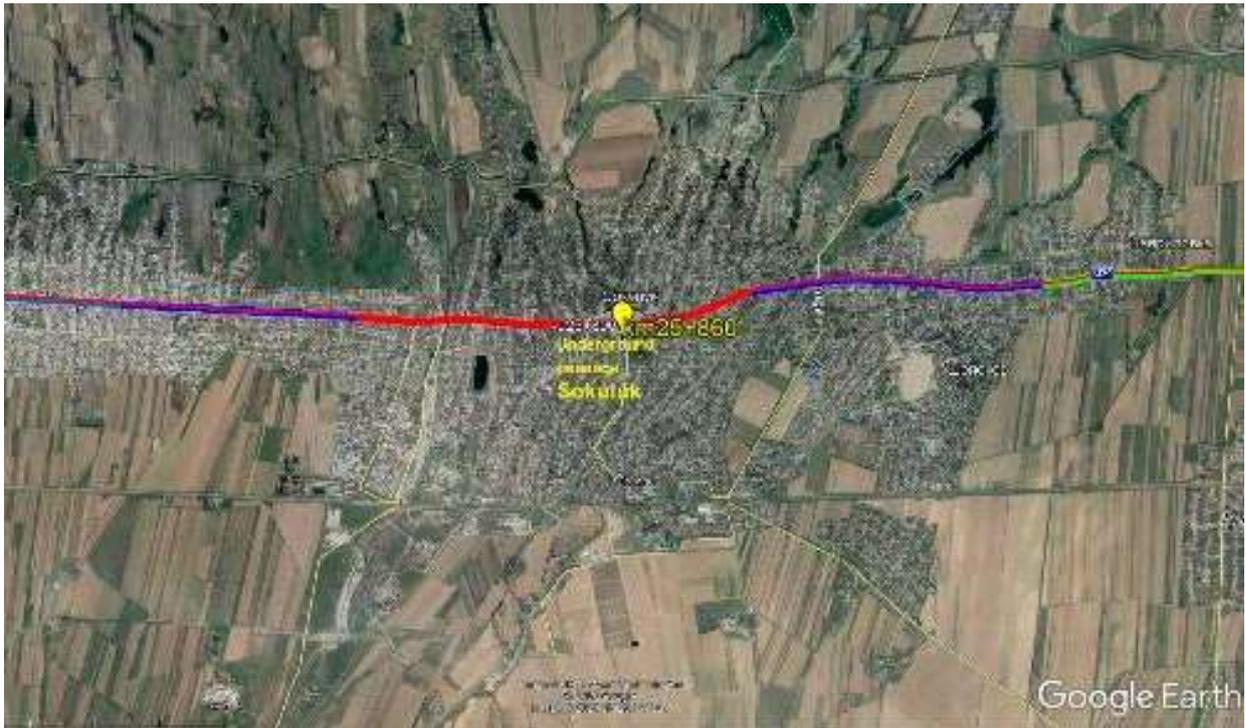
Area	Work/utility type	KM	Length/ Number	Progress	Subcontractor	Remark on LAR impacts
	Electricity poles	KM30+000 KM53+000	239 units	Completed	Maksat	347 beyond BoQ, No LAR impact
			108 units	Completed	Maksat	
	Communication poles	KM30+000 KM53+000	324 units	Completed	Maksat	19 beyond BoQ, No LAR impact
			96 units	Completed	Maksat	
Sokuluk	Underground cable	KM27+710 KM29+900	2190m	Completed	Telstroy	No LAR impact
	Underground cable	KM27+709	Bridge	Processing	Intelservice	No LAR impact
	Underground cable	KM26+600 KM27+700	1100m	Processing	Svyazproekt	No impact expected
	Electricity poles	KM15+900 KM30+000	121 units	Processing	Maksat	121 beyond BoQ, No impact expected
	Communication poles	KM15+900 KM30+000	138 units	Processing	Maksat	138 beyond BoQ, No impact expected

## Annex 5. Summary of Requests and Complaints for the 1st half of 2020

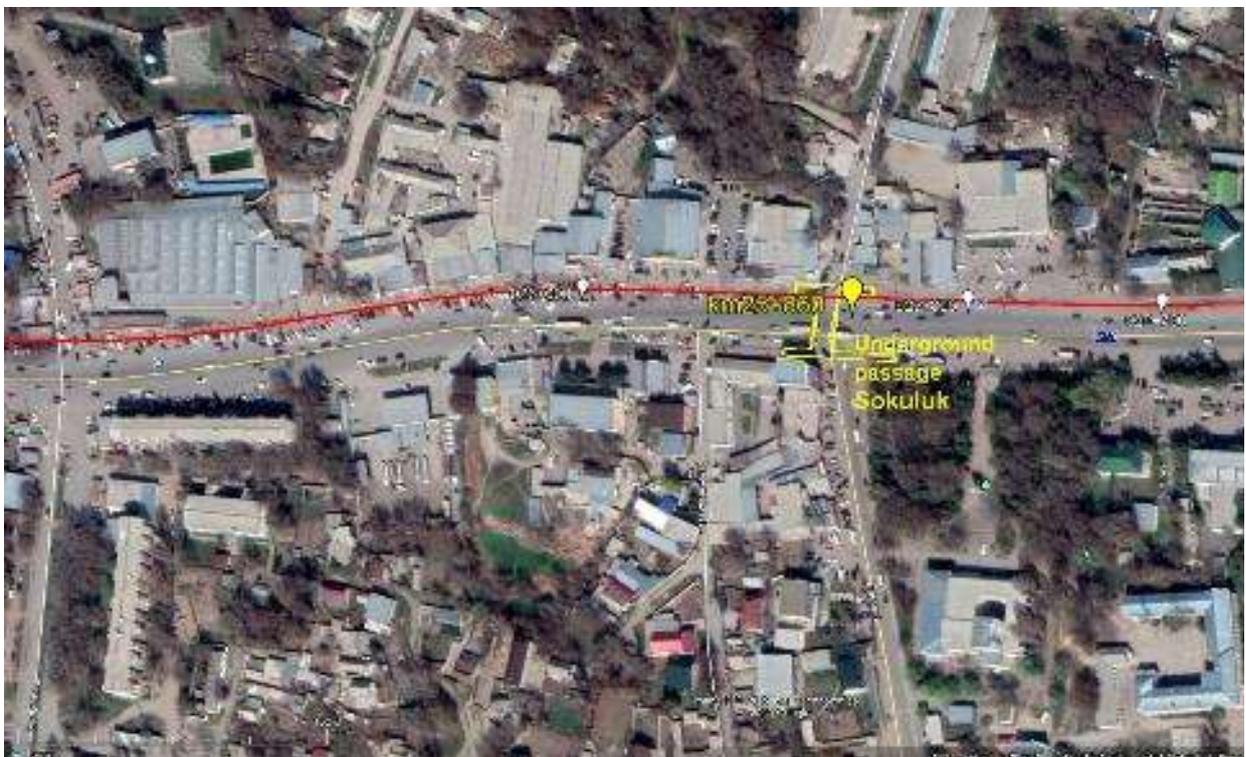
Table 10. Summary of Requests and Complaints for the 1st half of 2020

No	Date	Name	Address	Complaint	Result	Comments
1	18.02.2020	Sadovoe ayil okmotu	Moskovskiy district, Sadovoe village	Cleaning the underpass and installing light in the underpass	Underground passage cleared and lighting installed in the underpass	Information given, case closed. 21.02.2020
2	16.03.2020	Aleksandrovka ayil okmotu	Moskovskiy district, Aleksandrovka village	Request for opening additional vehicle access on the road. At the intersection of the following streets: Frunze-Kalimova and Frunze-Zapadnaya	The decision was made to open the streets	Information given, case closed. 20.03.2020
3	08.04.2020	Poltavka ayil okmotu	Jaiylskiy district, Poltavka village	Request for the installation of exits on Centralnaya Street.	Car exits are installed in the necessary places.	Information given, case closed. 10.04.2020
4	27.04.2020	Sokuluk ayil okmotu	Sokulukskiy district, Sokuluk village	On the formation of puddles at Frunze 55 near the Zhantai bridge as a result of construction work.	The site was inspected, decisions were made and a level was raised to resolve the issue.	Information given, case closed. 07.05.2020
5	06.05.2020	Belovodskoe ayil okmotu	Moskovskiy district, Belovodskoe village	Parapet removal request on the Street Frunze 306, Belovodskoe village.	The request has been reviewed and a decision has been made to remove it.	Information given, case closed. 19.05.2020
6	08.05.2020	Belovodskoe ayil okmotu	Moskovskiy district, Belovodskoe village	Request for an excavator to carry out the relocation of the water pipe.	The request is fulfilled and the excavator is provided.	Information given, case closed. 15.05.2020

## Annex 6. Location of the Underground passage Sokuluk km25+860



Red line - is the section 2.2 (km24+400 - km28+720) with project impact



**Annex 7. Photo of Underground passage, Sokuluk km25+860**



2020 08 12



2020 08 12



2020 08 12



2020 08 12



2020 08 12



2020 08 12



**Договор аренды помещения.**

с. Сокулук

« 20 » апреля 2015 год.

ОАО «Сокулукский ККП» в лице начальника Калыгулов М.К., в дальнейшем «Арендодатель»\_ОО «Афганцы» в лице председателя Ахматова А.Ж. именуемого в дальнейшем «Арендатор» с другой стороны заключили настоящий договор о нижеследующем:

**1. Предмет договора.**

- 1.1 Предметом настоящего договора является передача в аренду помещения - подземного перехода на пересечении ул. Фрунзе и ул. Ленина . с. Сокулук,
- 1.2 Арендатор использует арендованное помещение для установки торговых точек а также через подземный переход проходят школьника СП № 1 и другие пешеходы.
- 1.3 Документом, удостоверяющим право на осуществление аренды, является настоящий договор.

**2.Условия договора.**

- 2.1 «Арендатор» обязуется оплачивать арендную плату в месяц в 2015 году которая составляет 2200 руб. оплата производится до 10 числа следующего месяца.

**3. Обязательства, права и гарантии сторон.**

- 3.1 Своевременно оплачивать арендную плату в кассу «Арендодателя».
- 3.2. В течение всего срока настоящего договора соблюдать нормы и правила, а также постановления соответствующих вышестоящих государственных органов, касающихся охраны здоровья населения, охраны труда, охраны окружающей среды.
- 3.3 «Арендатор» обязан обеспечить сохранность передаваемого в пользование помещения.
- 3.4 «Арендатор» может проводить текущий ремонт занимаемых площадей по согласованию с «Арендодателем».

**4.Особые условия.**

- 4.1 В случае переоборудования помещений, изменения планировки помещения «Арендатор» извещает об этом «Арендодателя» и лишь после получения согласия на проведение производит переоборудование.
- 4.2 Стороны не вправе передавать третьим лицам права и обязанности по настоящему Договору в одностороннем порядке без согласия другой стороны.

**5. Срок действия, порядок изменения и расторжения договора.**

- 5.1 Срок аренды устанавливается с 20 апреля 2015 года по 20 апреля 2020г. с ежегодной пролонгацией и ежегодного утверждения суммы арендной платы за аренду.
- 5.2 По истечении срока договора и выполнения всех его условий «Арендатор» имеет преимущественное право на возобновление договора.
- 5.3 За один месяц до истечения срока аренды «Арендатор» должен уведомить «Арендодателя» о намерении продления срока договора или его расторжения.
- 5.4 Изменение условий договора, его расторжение и прекращение допускается по согласию сторон.

**6. Заключительные положения.**

- 6.1 По всем неурегулированным настоящим договором вопросам стороны руководствуются нормами законодательства Кыргызской Республики.
- 6.2 Споры сторон, в случае невозможности их разрешения сторонами, передаются в судебные органы Кыргызской Республики.
- 6.3 Настоящий договор составлен в двух экземплярах, по одному для каждой из сторон.

**7. Юридические адреса сторон.**

АРЕНДОДАТЕЛЬ

ОАО «Сокулукский ККП»  
с. Сокулук ул Фрунзе 138



АРЕНДАТОР

ОО «Афганцы»  
С. Сокулук ул. Ул. Ленинградская 5



## Leave and License Agreement

Sokuluk village

20 April 2015

OJSC "Sokuluk CUC" represented by the head of Kalygulov M.K., hereinafter the " Lessor" - PA "Afghans" hereinafter the "lessee", on the other hand, entered into this agreement on the following:

### 1. Subject Agreement

- 1.1. The subject of this agreement is the lease of premises - an underground passage at the intersection of Frunze and Lenin streets in the village of Sokuluk.
- 1.2. The lessee uses the rented premises for the installation of retail outlets, and for schoolchildren of secondary school No. 1 and other pedestrians to cross the underground passage.
- 1.3. The document certifying the right to lease is this agreement.

### 2. Agreement conditions

2.1 The lessee undertakes to pay a monthly rent in 2015 in the amount of 2200 som, payment is made before the 10th day of the next month

### 3. Obligations, rights and guarantees of the parties

- 3.1 Pay the rent in a timely manner to the "Lessor's" cashier
- 3.2 During the entire term of this agreement, comply with the rules and regulations, as well as the decisions of the relevant higher state bodies regarding the protection of public health, labor protection, and environmental protection.
- 3.3 The lessee is obliged to ensure the safety of the premises transferred for use.
- 3.4 The lessee can carry out current repairs of the occupied areas in agreement with the lessor

### 4. Particular provisions

- 4.1 In case of re-equipment of the premises, changes in the layout of the premises, the lessee notifies the lessor of this and only after obtaining consent to carry out the re-equipment
- 4.2 The parties are not entitled to transfer to third parties the rights and obligations under this agreement unilaterally without the consent of the other party

### 5. Duration, procedure for changing and terminating the Agreement

- 5.1 The lease term is set from April 20, 2015 to April 20, 2020 with annual renewal and annual approval of the amount of rent for the lease
- 5.2 Upon the expiration of the agreement and the fulfillment of all its conditions, the lessee has the preferential right to renew the contract
- 5.3 One month before the end of the lease, the lessee must notify the lessor of the intention to renew or terminate the lease.

5.4 Changes to the terms of the agreement, its termination and termination are allowed by agreement of the parties

## **6. Final provisions**

6.1 On all issues not regulated by this agreement, the parties are guided by the norms of the legislation of the Kyrgyz Republic

6.2 Disputes of the parties, in case of impossibility from the resolution by the parties, are referred to the judicial authorities of the Kyrgyz Republic

6.3 This agreement is made in duplicate, one for each of the parties

Договор аренды помещения *27*

01- декабря 2017г

с Сокулук

ОАО «Сокулукский ККТ» в лице начальника Момоконова Боронбая Туйукбековича в дальнейшем именуемый «Арендодатель» с одной стороны и Ахматов Ашырбек Джапарович именуемый в дальнейшем «Арендатор» с другой стороны заключили настоящий договор о нижеследующем:

**1 Предмет договора**

1.1 Предметом настоящего договора является передача в аренду помещения-подземного перехода на пересечении у. Фрунзе и ул. Ленина в с.Сокулук.

1.2 Арендатор использует арендованное помещение для установки торговых точек, а также через подземный переход проходят школьники СШ №1 и другие пешеходы.

1.3. Документом, удостоверяющим право на осуществление аренды является настоящий договор.

**2 Условия договора**

2.1 «Арендатор» обязуется оплачивать арендную плату в месяц составляет Три тысячи сом. оплата производится до 10 числа следующего месяца.

**3 Обязательства, права и другие гарантии сторон.**

3.1. Своевременно оплачивать арендную плату в кассу «Арендодателя»

3.2. В течении всего срока настоящего договора соблюдать нормы и правила, а также постановления соответствующих вышестоящих государственных органов, касающихся охраны труда, охраны окружающей среды.

3.3. «Арендатор» обязан обеспечить сохранность передаваемого «Арендодателем» в пользование помещение.

3.4 «Арендатор» может проводить текущий ремонт занимаемых площадей по согласованию «Арендодателем».

**4 Особые условия.**

4.1. В случае переоборудования помещений, изменения планировки помещения «Арендатор» извещает об этом «Арендодателя» и лишь после получения согласия на проведение производить переоборудование.

4.2. Стороны не вправе передавать третьим лицам права и обязанности по настоящему договору в одностороннем порядке без согласия другой стороны.

**5. Срок действия, порядок изменения и расторжения договора.**

- 5.1 Срок аренды устанавливается с 1 декабря 2017 года по 31 декабря 2018 г.
- 5.2 По истечении срока договора и выполнения всех его условий «Арендатор» имеет преимущественное право на возобновление договора.
- 5.3 За один месяц до истечения срока аренды «Арендатор» должен уведомить «Арендодателя» о намерении продления срока договора или его расторжения.
- 5.4 Изменение условий договора, его расторжение и прекращение допускается по соглашению сторон.

**6. Заключительные положения.**

- 6.1 По всем неурегулированным настоящим договором вопросам стороны руководствуются нормами законодательства Кыргызской Республики.
- 6.2 Споры сторон, в случае невозможности их разрешения сторонами, передаются в судебные органы Кыргызской Республики.
- 6.3 Настоящий договор составлен в двух экземплярах, по одному для каждой из сторон.

**7. Юридические адреса сторон.**



АРЕНДОДАТЕЛЬ

Момоконов Б.Т.

ОАО «Сокулукский ККТ»  
с. Сокулук ул Фрунзе 138

АРЕНДАТОР

Ахматов А.Дж.

С. Сокулук ул. Ул. Ленинградская 5

## Leave and License Agreement

Sokuluk village

01 December 2017

OJSC "Sokuluk CUC" represented by the head of Momokonov B.T., hereinafter the " Lessor" – and Akhmatov Ashirbek Zhaparovic hereinafter the "lessee", on the other hand, entered into this agreement on the following:

### 1. Subject Agreement

- 1.1. The subject of this agreement is the lease of premises - an underground passage at the intersection of Frunze and Lenin streets in the village of Sokuluk.
- 1.2. The lessee uses the rented premises for the installation of retail outlets, and for schoolchildren of secondary school No. 1 and other pedestrians to cross the underground passage.
- 1.3. The document certifying the right to lease is this agreement.

### 2. Agreement conditions

2.1 The lessee undertakes to pay a monthly rent in the amount of 3000 som, payment is made before the 10th day of the next month

### 3. Obligations, rights and guarantees of the parties

- 3.1 Pay the rent in a timely manner to the "Lessor's" cashier
- 3.2 During the entire term of this agreement, comply with the rules and regulations, as well as the decisions of the relevant higher state bodies regarding the protection of public health, labor protection, and environmental protection.
- 3.3 The lessee is obliged to ensure the safety of the premises transferred for use.
- 3.4 The lessee can carry out current repairs of the occupied areas in agreement with the lessor

### 4. Particular provisions

- 4.1 In case of re-equipment of the premises, changes in the layout of the premises, the lessee notifies the lessor of this and only after obtaining consent to carry out the re-equipment
- 4.2 The parties are not entitled to transfer to third parties the rights and obligations under this agreement unilaterally without the consent of the other party

### 5. Duration, procedure for changing and terminating the Agreement

- 5.1 The lease term is set from December 1, 2017 to December 31, 2018.
- 5.2 Upon the expiration of the agreement and the fulfillment of all its conditions, the lessee has the preferential right to renew the contract
- 5.3 One month before the end of the lease, the lessee must notify the lessor of the intention to renew or terminate the lease.

5.4 Changes to the terms of the agreement, its termination and termination are allowed by agreement of the parties

## **6. Final provisions**

6.1 On all issues not regulated by this agreement, the parties are guided by the norms of the legislation of the Kyrgyz Republic

6.2 Disputes of the parties, in case of impossibility from the resolution by the parties, are referred to the judicial authorities of the Kyrgyz Republic

6.3 This agreement is made in duplicate, one for each of the parties