

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার  
স্থানীয় সরকার, পল্লী উন্নয়ন ও সমবায় মন্ত্রণালয়  
স্থানীয় সরকার বিভাগ  
পাস-২ শাখা  
[www.lgd.gov.bd](http://www.lgd.gov.bd)

শেখ হাসিনার মূলনীতি  
গ্রাম শহরের উন্নতি

নম্বর: ৪৬.০০.০০০০.০৮৫.১৪.৫২.২০১৭-৭২৯

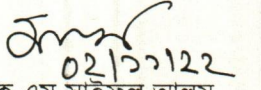
তারিখ: ১৭ কার্তিক ১৪২৯  
০২ নভেম্বর ২০২২

বিষয়: সচিব, স্থানীয় সরকার বিভাগের সভাপতিত্বে High-Level Authority (HLA) এবং representatives from KfW/AFD এর সমন্বয়ে (i) Discussion on the comments on Written Agreement, (ii) Discussion on the Comments and Structure on HLA ToR and (iii) Way Forward on Saidabad WTP Phase-III Project বিষয়ে অনুষ্ঠিত সভার কার্যবিবরণী প্রেরণ।

উপর্যুক্ত বিষয়ে ১৯ অক্টোবর ২০২২ তারিখে সচিব (বর্তমানে সিনিয়র সচিব), স্থানীয় সরকার বিভাগের সভাপতিত্বে একটি সভা অনুষ্ঠিত হয়।

২। এমতাবস্থায়, উল্লিখিত সভার কার্যবিবরণী সদয় অবগতি ও পরবর্তী প্রয়োজনীয় ব্যবস্থা গ্রহণের জন্য নির্দেশক্রমে এসাথে প্রেরণ করা হলো।

সংযুক্তি: বর্ণনামতে

  
০২/১১/২২  
এ.কে.এম সাইফুল আলম  
সিনিয়র সহকারী সচিব  
ফোন- ৫৫১০০৩৭০  
[lgws2@lgd.gov.bd](mailto:lgws2@lgd.gov.bd)

বিতরণ: (জ্যেষ্ঠতার ক্রমানুসারে নয়)

- ১। সচিব, অর্থনৈতিক সম্পর্ক বিভাগ/ পরিবেশ, বন ও জলবায়ু পরিবর্তন মন্ত্রণালয়
- ২। জনাব উত্তম কুমার কর্মকার, অতিরিক্ত সচিব ও অনুবিভাগ প্রধান (ইউরোপ), অর্থনৈতিক সম্পর্ক বিভাগ
- ৩। অতিরিক্ত সচিব (পাস), স্থানীয় সরকার বিভাগ
- ৪। ব্যবস্থাপনা পরিচালক, ঢাকা ওয়াসা, ঢাকা
- ৫। যুগ্মসচিব (পরিকল্পনা/পাস), স্থানীয় সরকার বিভাগ
- ৬। প্রকল্প পরিচালক, সায়েদাবাদ পানি শোধনাগার ফেজ-৩ প্রকল্প, ঢাকা ওয়াসা

অনুলিপি: সদয় অবগতির জন্য

১। মাননীয় মন্ত্রীর একান্ত সচিব, স্থানীয় সরকার, পল্লী উন্নয়ন ও সমবায় মন্ত্রণালয়

২। সিনিয়র সচিব মহোদয়ের একান্ত সচিব, স্থানীয় সরকার বিভাগ

৩। প্রোগ্রামার, স্থানীয় সরকার বিভাগ (কার্যবিবরণী ওয়েবসাইটে প্রকাশের অনুরোধসহ)

Government of the People's Republic of Bangladesh  
Ministry of Local Government, Rural Development and Cooperatives  
Local Government Division  
Water Supply - 2 Section

**Subject: Meeting minutes of the discussion meeting chaired by Secretary, Local Government Division (LGD) regarding the comments on Written Agreement, comments on ToR of HLA and way forward on Saidabad WTP Phase-3 Project.**

Chairman : Mohammed Mezbah Uddin Chowdhury  
Senior Secretary, Local Government Division  
Date & Time : 19 October, 2022, 09:30 am  
Place : Meeting Room, Local Government Division (LGD)  
Attendance : Annexure - "A"

The meeting was started with a warm welcome. Dhaka WASA presented a PowerPoint Presentation on High-Level Authority's (HLA) decision and comments of AFD/KfW on Written Agreement and comments of AFD/KfW on Terms of References (ToR) of HLA. After that the members of High-Level Authority (HLA), representatives of French Development Agency (AFD), German Development Agency (KfW), European Investment Bank (EIB), Ministry of Environment, Forest and Climate Change, Local Government Division (LGD), Department of Environment (DoE), Dhaka WASA and others were requested to deliver their comments. At first, Ms. Stefanie Klappenbach, Principal Portfolio Manager, KfW discussed about the importance of water quality monitoring & water quality protection for SWTP (Phase-3) project, steps of Stufen-plan, Masterplan for Meghna River, background of the Written Agreement and formation of High-Level Authority.

The discussion regarding the PowerPoint Presentation was as below:

It is shown in the draft Written Agreement that the Project Location is from the Menikhali Canal on the downstream of Haria Intake upto 35 km upstream. HLA proposed in the meeting to finalize the project location after the completion of the Master Plan instead of Menikhali Canal to 35 km upstream. KfW & AFD commented that definition of "Project Location" should be finalized and included in the Written Agreement before signing. Md. Mustifzur Rahman, Executive Engineer, Dhaka WASA said that he talked with the Masterplan Consultants and they said 5 km upstream and 5 km downstream from Haria intake is enough as Project Location. Ms. Stefanie Klappenbach mentioned that Dhaka WASA and GIZ are going to start a TA project where 35 km upstream will be covered for water quality monitoring. It was agreed to all keep the Project Location as it is now (from the Menikhali Canal on the downstream of Haria Intake upto 35 km upstream), but kfw will add an additional clause with a provision to update the Project Location after the finalization of the Masterplan of River Meghna.

A detailed description (in terms of responsibilities, jurisdiction., financial resources, staffing etc.) has been included in the Draft Written Agreement and it is mentioned that all activities of the Written Agreement will be continued at the project implementation time as well as after the project completion and the Written Agreement shall be in force for as long as the AFD Loan Agreement and / or the KfW Loan Agreement are in force ("Term of the Written Agreement"). The HLA gave their comments that the validity of the Written Agreement signed by High Level Authority will end after the implementation of the Saidabad Water Treatment Plant (Phase-3) Project and after that DoE, Dhaka WASA and other relevant organization/Division will continue the regular monitoring works in the relevant parts of the river Meghna as per present rules and regulations. The development partners said that this is the same wording from the Separate Agreement. The important thing is after the implementation of the project, the water of river Meghna will be used.

So, water quality monitoring and water quality control is more important after the project implementation than during the project period. After a discussion it was agreed to the Written Agreement shall be in force for as long as the AFD Loan Agreement and / or the KfW Loan Agreement are in force, but KfW will add additional clause with a provision to discuss to shift the water quality monitoring and protection responsibilities from HLA to other relevant authorities (DWASA, DoE etc.).

According to the Draft Written Agreement, the High-Level Authority will ensure the receiving of the results of the Water Quality Monitoring by AFD and KfW in every 03 (three) months. Md. Mustifzur Rahman, Executive Engineer of Dhaka WASA said all reports will be prepared as per the requirement, but to save time and to reduce the frequency of reports, the reports will be sent every 06 (six) months, instead of every 03 (three) months, which was agreed by all.

It is mentioned in Rule 3.1 of Draft Written Agreement that within 04 (four) weeks after the finalization and getting approval from GoB on Meghna River Masterplan, the Action Plans in the Master and the Monitoring Program in Signed Written Agreement will be coordinated and that will be coordinated between different stakeholders related to the river water quality testing and control. HLA commented to change the time duration to 08 (eight) weeks instead of 04 (four) weeks, which was agreed by all.

On the Draft Written Agreement, HLA commented that Rule No. 4.1, 8.4, 9.3 and 9.4 should be omitted. But as these clauses reflect the respective clauses of KfW Loan Agreement with ERD, it was agreed to keep the clauses as they are.

It is proposed in the Rule 5.1 that During the Project implementation, the HLA shall report on water quality monitoring (the "Reporting"). The Reporting shall be part of the regular quarterly project reporting to be submitted by DWASA to AFD and KfW following the requirements of the AFD Loan Agreement and the KfW Separate Agreement (the "Quarterly Project Reports"). Semi-annual reporting requirements shall be submitted with every second Quarterly Project Report and annual reporting requirements with every fourth Quarterly Project Report in a calendar year. HLA commented that Semi-Annual Report will be provided with Third Quarter Report of the project and Annual Report will be provided with the First Quarter Report of the next year. The relevant Rule in the Draft Written Agreement should be corrected. The Developing Partners also agreed with the comment of HLA.

It is mentioned in Rule No. 6.2 that The HLA undertakes to initiate and ensure the implementation of recommendations and measures defined under the Action Plan pertaining to the River Pollution Control Component of the Meghna River Masterplan to avoid an increasing burden on the Meghna River in the course of new industrial or housing settlements. The HLA commented that High Level Authority will implement the relevant recommendations from the Meghna River Masterplan to prevent water pollution in the Haria Intake point. The Developing Partners proposed to include "Project Location" instead of Haria Intake Point, which was agreed by all.

At this point of the meeting, the Terms of References (ToR) of High-Level Authority (HLA) was discussed. A draft ToR was written and shared to the developing partners. They have some queries regarding different points of ToR such as Composition / Members of HLA, Representation of HLA, Meeting of the HLA, Role of the subsidiary authorities supporting the HLA, Responsibilities of HLA, Decision making of the HLA, Duration of the HLA etc. It was agreed to reply all the queries and share with the developing partners.

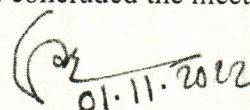
Mr. Uttam Kumar Karmaker, Additional Secretary (Europe) of ERD expressed his opinion that in order to make the activities of the HLA more collaborative, representatives from BEZA and Ministry of Industry need to get involved in the HLA.

In reply, the representative from Dhaka WASA informed the meeting that representatives from BEZA and Ministry of Industry can be involved in the process in parallel to the process of signing of the written agreement as it may trigger further delay to get the agreement signed. He also reminded the meeting that unless and until we have written agreement signed, it would not be possible to start the formal bidding process as no-objection from Development Partners on the activity under the project will not be there and eventually the project will receive temporary stagnant condition on its way forward.

2. After the discussion in the meeting, the following decisions were taken unanimously:

Sl. No.	Description	Will be implemented by
a	Necessary steps should be taken to sign the Written Agreement as early as possible	1. LGD 2. MD, DWASA 3. KfW, AFD
b	The Project Location will be from the Menikhali Canal on the downstream of Haria Intake upto 35 km upstream, but KfW will add an additional clause with a provision to update the Project Location after the finalization of the Masterplan of River Meghna.	1. KfW, AFD 2. MD, DWASA
c	The Written Agreement shall be in force for as long as the AFD Loan Agreement and / or the KfW Loan Agreement are in force, but KfW will add additional clause with a provision to discuss to shift the water quality monitoring and protection responsibilities from HLA to other relevant authorities (DWASA, DoE etc.)	1. KfW, AFD 2. DoE 3. MD, DWASA
d	The High-Level Authority will provide different reports as per Written Agreement in every 06 (six) months.	1. HLA 2. MD, DWASA
e	The HLA shall ensure proper coordination between the Monitoring Program and the overall implementation of the Meghna River Masterplan and its Action Plan, and between the different stakeholders who are in charge of water quality monitoring and control of the upper Meghna River latest within Eight (8) weeks following the finalization and publication of the Meghna River Masterplan by the Government of Bangladesh.	1. HLA 2. MD, DWASA
f	Rule No. 4.1, 8.4, 9.3 and 9.4 in the Draft Written Agreement should remain as it is.	1. KfW, AFD 2. MD, DWASA
g	The Semi-Annual Report will be provided with Quarterly Report of the project and Annual Report will be provided with the First Quarter Report of the next year	1. KfW, AFD 2. MD, DWASA
h	High Level Authority will implement the relevant recommendations from the Meghna River Masterplan to prevent water pollution at the "Project Location".	1. KfW, AFD 2. MD, DWASA
i	HLA will co-opt representatives from BEZA and Ministry of Industry after having the written agreement signed.	HLA
j	The meeting minutes will be sent through Economic Relations Division (ERD) to the Development Partners AFD and KfW.	1. LGD 2. ERD

3. As there was no topic discuss, the chairman thanked everyone and concluded the meeting.

  
01.11.2012

Mohammed Mezbah Uddin Chowdhury  
Senior Secretary  
Local Government Division