

CONTRACT FOR CONSULTANT'S SERVICES
DEVELOPMENT OF E-LEARNING MODULES FOR SIX SUBJECTS
Lump-Sum

Program Name: Secondary Education Sector Investment Program (SESIP)

Loan No. L-3047-BAN

Contract No. SD-13

BETWEEN



SESIP

Secondary Education Sector Investment Program (SESIP)
Directorate of Secondary and Higher Education (DSHE)



Secondary and Higher Education Division
Ministry of Education



Government of the People's Republic of Bangladesh
[The Client]

And



Ethics Advanced Technology Ltd. (EATL)
Rouf Tower, 5th Floor, House 9, Road 16, Gulshan 1
Dhaka 1212, Bangladesh
[The Consultant]

Dated: 28 September 2017

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

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একশত টাকা

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Form of Contract

LUMP-SUM

This CONTRACT (hereinafter called the "Contract") is made on the 28th day of the month of September 2017, between, on the one hand, Directorate of Secondary and Higher Education (DSHE), Secondary and Higher Education Division (SHED), Ministry of Education (MOE), Government of the People's Republic of Bangladesh (hereinafter called the "Client") and, on the other hand, Ethics Advanced Technology Ltd. (EATL) (hereinafter called the "Consultant").

WHEREAS

- the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- the Client has received [or has applied for] a loan [or grant or financing] from the Asian Development Bank: toward the cost of the Services and intends to apply a portion of the proceeds of this [loan/grant/financing] to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the [loan/grant/financing] agreement, including prohibitions of withdrawal from the [loan/grant/financing] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the [loan/grant/financing] agreement or have any claim to the [loan/grant/financing] proceeds;

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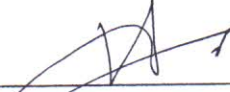
“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”



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IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of Directorate of Secondary and Higher Education (DSHE),
Secondary and Higher Education Division (SHED), Ministry of Education (MOE),
Government of the People's Republic of Bangladesh



Prof. Dr. S M Wahiduzzamn
Program Director, SESIP
&
Director General, DSHE

For and on behalf of Ethics Advanced Technology Ltd. (EATL)



M A Mubin Khan
Managing Director, EATL