



**evercare**  
HOSPITAL CHATTOGRAM  
Transforming Healthcare

**AGREEMENT FOR HEALTH SERVICES BETWEEN  
EVERCARE HOSPITAL CHATTOGRAM  
&  
BHATIARY GOLF & COUNTRY CLUB (BGCC)**

THIS "Agreement" is entered into on 24 October 2021

BETWEEN

- (1) Shanta, Tropica and Sepal Group (STS) HOSPITAL CHITTAGONG LIMITED, a company incorporated in Bangladesh, having its registered office at Plot H1, Ananya R/A, Chittagong Development Authority, Hathazari, Chittagong, Bangladesh (hereinafter referred to as "**STS CHITTAGONG**," which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, include its successors and assigns).

AND

- (2) **BHATIARY GOLF & COUNTRY CLUB (BGCC)**, a Club incorporated in Bangladesh, having its registered office at Bangladesh Military Academy, Chittagong, Bangladesh (hereinafter referred to as the "**CUSTOMER**," which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, include its successors and assigns).

**RECITALS**

**WHEREAS:**

- A. STS CHATTOGRAM owns and operates **Evercare Hospital, Chattogram** a multi-specialty hospital which provides healthcare services in Bangladesh.
- B. CUSTOMER is **BHATIARY GOLF & COUNTRY CLUB (BGCC)**.
- C. CUSTOMER wishes to avail healthcare services, including without limitation, hospitalization, consultation, investigations, ambulance, diagnostic and other services ("**Services**"), for its Members, employees, consultants, management personnel, owners and directors, and each of their dependents (i.e., the children under 21 years of age, parents, spouse) (each, an "**APPROVED PERSON**"), from STS CHATTOGRAM, and STS CHATTOGRAM can provide such healthcare services on the terms and conditions stated in this Agreement.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

**1. SERVICES**

- 1.1 CUSTOMER shall provide STS CHATTOGRAM with a list of the APPROVED PERSONS. CUSTOMER may amend or supplement the list from time to time in like manner. Only the persons approved by CUSTOMER in the aforementioned forms are eligible to avail the Services under this Agreement.
- 1.2 STS CHATTOGRAM may review the list for verification purpose at any time.
- 1.3 An APPROVED PERSON may avail the Services from STS CHATTOGRAM as inpatient or outpatient, on such terms and conditions and in accordance with such rules and regulations, as may be prescribed by STS CHATTOGRAM from time to time at its sole discretion, which shall be deemed to have been incorporated in this Agreement by reference to this clause.



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1.4 CUSTOMER acknowledges, understand and agrees that:

- 1.4.1 CUSTOMER shall ensure that each APPROVED PERSON is at all times compliant with the terms of this Agreement, as well as the other terms and conditions and rules and regulations relating to the Services, as may be prescribed by STS CHATTOGRAM from time to time.
- 1.4.2 CUSTOMER shall be wholly liable and solely responsible for any loss or damages caused by an APPROVED PERSON.
- 1.4.3 STS CHATTOGRAM shall endeavor to provide the Services on a non-discriminatory and on first-come, first-serve basis; however, this Agreement does not guarantee access by any APPROVED PERSON to the Services.
- 1.4.4 Notwithstanding anything to the contrary contained in this Agreement, STS CHATTOGRAM reserves the right to refuse the Services to any APPROVED PERSON at any time without showing any cause at its discretion, which discretion shall be exercised reasonably and in good faith.
- 1.4.5 STS CHATTOGRAM reserves the right to refuse a service to any person who is not an APPROVED PERSON.
- 1.4.6 STS CHATTOGRAM reserves the right to ask for identification document of an APPROVED PERSON to verify identity.
- 1.4.7 This Agreement may be suspended, or any service may be withheld, without notice to CUSTOMER in the event of an emergency, as determined by STS CHATTOGRAM from time to time.
- 1.4.8 CUSTOMER shall ensure that each APPROVED PERSON has registered with STS CHATTOGRAM and has taken prior appointment, in order to avail the services.
- 1.4.9 STS CHATTOGRAM may ask for information and medical documents it may reasonably require to provide the Services, which the CUSTOMER shall provide, or require the APPROVED PERSON to provide, to STS CHATTOGRAM.

- 1.5 STS CHATTOGRAM shall make provision for a dedicated corporate desk for APPROVED PERSONS to avail priority customer services. An APPROVED PERSON may also use the following contact information for availing priority customer services or other correspondences, between 9:00 AM and 5:00 PM from Saturday to Thursday, except holidays:

Name	Contact No.	Email
Ranjan Kumar Dash	01729043247	ranjan.kumar@evercarebd.com
Ram Prasad Sushil	01322839853	ram.prasad@evercarebd.com
Tanvir Sarwar Khan	01322839904	tanvir.sarwar@evercarebd.com
Appointment call center	+88002 41380350-61	ehcfeedback@evercarebd.com
Emergency hotline		
Ambulance		
Pharmacy		
Home service sample collection and medicine		



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- 1.6 STS CHATTOGRAM may not disclose information to CUSTOMER relating to the medical treatment of an APPROVED PERSON (whether such information are marked as confidential or not), without the prior written approval of the concerned APPROVED PERSON. CUSTOMER shall be responsible to procure such written approval.
- 1.7 For any matter not specified in the Agreement, or otherwise contained in the rules and regulations of STS CHATTOGRAM, the decision of STS CHATTOGRAM shall be final.

### 2. FEES, BILLING AND PAYMENT

- 2.1 STS CHATTOGRAM shall offer CUSTOMER (and/or the APPROVED PERSON) the Services as per the standard tariff structure of STS CHATTOGRAM, as amended from time to time.
- 2.2 An APPROVED PERSON shall be eligible to avail the Services at a discounted rate, as follows:

Services (IP)	%
Consultation fees	10
Room services fees and charges	
Lab investigation fees and charges	
Radiology investigation fees and charges	
Operations theatre charges	
Anesthesia charges	
Surgeon's fees	
Nursing service charge	
Blood bank transfusion charges	
Physiotherapy fees and charges	
Ambulance	

Services (OP)	%
Lab investigation fees and charges	10
Radiology investigation fees and charges	

For the avoidance of doubt, the discount shall not apply to medicines, disposables, consumables, blood and blood products and registration fees.

### 3. INDEMNIFICATION

- 3.1 CUSTOMER agrees to indemnify, defend, hold harmless, pay and reimburse STS CHATTOGRAM, its directors, officers, employees and affiliates from and against any and all claims, demands, losses, expenses or liabilities, at any time and from time to time, from and against all loss or damage to any property or person of STS CHATTOGRAM or an APPROVED PERSON, howsoever incurred, without any limitation, arising in connection with the provisioning of the Services or otherwise in relation to this Agreement.

### 4. TERM AND TERMINATION

- 4.1 This Agreement shall be effective from the Agreement Date, and shall continue unless terminated earlier:
- 4.1.1 with mutual consent of the parties in writing;
- 4.1.2 by STS CHATTOGRAM, upon giving 7 (seven) days' written notice of termination to CUSTOMER, for failure of CUSTOMER to pay within the stipulated timeline or other breach of the Agreement; and/or
- 4.1.3 by either party, upon giving 30 (thirty) days' written notice of termination to the other party.



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4.2 CUSTOMER shall be liable to settle all dues, in full and without raising any objection or dispute, on or before the date of the termination of the Agreement. CUSTOMER agrees that it shall not withhold payment on grounds of any disputed invoice or otherwise.

4.3 Clause 4 of this Agreement shall survive termination of the Agreement.

**5. GOVERNING LAW AND DISPUTE RESOLUTION**

5.1 The parties agree to resolve all disputes arising hereunder, promptly, equitably and in good faith. Any dispute, controversy, claim and/or difference arising in relation to this Agreement, or any breach hereof, which cannot be settled amicably, shall be finally settled by arbitration to be conducted in Bangladesh, in accordance with the applicable laws and following the rules of arbitration of the Bangladesh International Arbitration Centre.

5.2 This Agreement shall be governed by the laws of Bangladesh and is subject to the jurisdiction of courts in Bangladesh.

5.3 Clause 5 of this Agreement shall survive termination of the Agreement.



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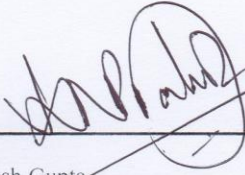
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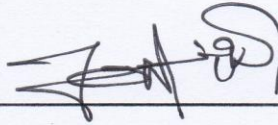
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**THE PARTIES HAVE SIGNED THIS AGREEMENT ON 24 OCTOBER 2021**

SIGNED ON BEHALF OF STS HOLDINGS LIMITED

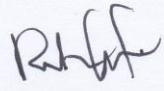
SIGNED ON BEHALF OF BHATIARY GOLF & COUNTRY CLUB

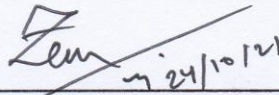
*For*  24/10/21  
By:  
Nilesch Gupta  
Chief Operation Officer  
Evercare Hospital Chattogram

 24/10/21  
By:  
Lt Col Md Toufiqul Islam, psc (Retd)  
Chief Executive Officer  
Bhatiary Golf & Country Club (BGCC)

Witness 1:

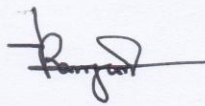
Witness 2:

*For*   
Vinod Singh  
DGM – Business Development  
Evercare Hospital Chattogram

 24/10/21  
Major Zabeed Abdul Karim (Retd) (S-476)  
Chief Medical Officer, CEPZ Hospital Halishahar  
Chattogram.  
Health and Billing Committee Member  
Bhatiary Golf & Country Club (BGCC)

Witness 2:

Witness 2:

  
Ranjan Kumar Dash  
Asst. Manager – Corporate Relations  
Evercare Hospital Chattogram

 24/10/21  
Dr. Mohammed Shahidullah Chowdhury (P-443)  
Health and Billing Committee Member  
Bhatiary Golf & Country Club (BGCC)